



City of Port Orchard Council Meeting Agenda

August 8, 2023

6:30 p.m.

Mayor:

Rob Putaansuu
Administrative Official

Councilmembers:

Mark Trenary (Mayor Pro-Tempore)
E/D & Tourism Committee, **Chair**
Utilities/Sewer Advisory Committee
Transportation Committee
KRCC-alt

Shawn Cucciardi
Finance Committee
E/D & Tourism Committee
Lodging Tax, **Chair**

Fred Chang
Economic Development & Tourism Committee
Land Use Committee
Transportation Committee

Jay Rosapepe
Finance Committee,
Land Use Committee
KRCC, PSRC-alt, PSRC Transpol-alt, KRCC Transpol-alt, KRCC Planpol-alt,

John Clauson
Finance Committee, **Chair**
Utilities/Sewer Advisory Committee
Kitsap Public Health District-alt

Cindy Lucarelli
Festival of Chimes & Lights Committee, **Chair**
Utilities/Sewer Advisory Committee, **Chair**
Kitsap Economic Development Alliance

Scott Diener
Land Use Committee, **Chair**
Transportation Committee

Department Directors:

Nicholas Bond, AICP
Development Director

Jacki Brown
Interim Public Works Director

Tim Drury
Municipal Court Judge

Noah Crocker, M.B.A.
Finance Director

Matt Brown
Police Chief

Brandy Wallace, MMC, CPRO
City Clerk

Meeting Location:

Council Chambers, 3rd Floor
216 Prospect Street
Port Orchard, WA 98366

Contact us:

(360) 876-4407
cityhall@portorchardwa.gov

Pursuant to the Open Public Meetings Act, the City Council is conducting its public meeting in the Council Chambers at City Hall. Members of the public may view and provide public comment during the meeting in person at City Hall, via the online platform zoom (link below), or via telephone (number below). The public may also view the meeting live on the City's YouTube channel.

Remote access

Link: <https://us02web.zoom.us/j/84535119192>

Zoom Meeting ID: 845 3511 9192

Zoom Call-In: 1-253-215-8782

Guiding Principles

- Are we raising the bar?
- Are we honoring the past, but not living in the past?
- Are we building connections with outside partners?
- Is the decision-making process positively impacting diversity, equity, and inclusion?

1. CALL TO ORDER

A. Pledge of Allegiance

2. APPROVAL OF AGENDA

3. CITIZENS COMMENTS

*(Please limit your comments to **3 minutes** for items listed on the Agenda and that are not for a Public Hearing. Please keep your comments respectful and no personal attacks. This is a comment period and not a question-and-answer session. When recognized by the Mayor, please state your name for the official record. If you are attending remotely via telephone, enter *9 from your keypad to raise your hand.)*

4. CONSENT AGENDA

(Approval of Consent Agenda passes all routine items listed below, which have been distributed to each Councilmember for reading and study. Consent Agenda items are not considered separately unless a Councilmember so requests. In the event of such a request, the item is returned to Business Items.)

A. Approval of Vouchers and Electronic Payments

B. Approval of Payroll and Direct Deposits

C. Adoption of an Ordinance Amending the Boundary of the McCormick Woods Golf Cart Zone Map Referenced in POMC 10.50.020 (Bond) Page 4

D. Approval of a Contract with AHBL, Inc. for On Call Planning and Development Review Services (Bond) Page 8

E. Approval of Amendment No. 2 to Contract No. 094-21 with West Coast Code Consultants (WC-3) for Building/Fire Code Plan Review and Inspection Services (Bond) Page 28

- F. [Approval of a Lease Agreement with the Special Olympics Washington, South Kitsap Flag Football Program for Use of a Portion of Van Zee Park \(Wallace\)](#) **Page 49**
- G. [Approval of the July 25, 2023, City Council Meeting Minutes](#) **Page 55**
- H. Excusal of Councilmember Diener Due to a Personal Obligation

5. PRESENTATION

- A. Bethel Corridor (Hammer/SCJ)

6. PUBLIC HEARING

7. BUSINESS ITEMS

- A. [Adoption of a Resolution Approving a Contract with Stellar J Corporation for the Marina Pump Station Improvements Project \(J. Brown\)](#) **Page 60**
- B. [Adoption of a Resolution Approving a Multifamily Housing Limited Property Tax Exemption with Tom & Laurie, LLC \(Bond\)](#) **Page 105**
- C. [Adoption of a Resolution Approving a Contract with JMG Constructors, Inc. for the McCormick Woods Well No. 11 Site Improvement Project \(J. Brown\)](#) **Page 151**
- D. [Approval of Change Order No. 1 to Contract No. 040-23 with Miles Resources, LLC for the 2023 Citywide Asphalt Repair Project \(J. Brown\)](#) **Page 192**
- E. [Adoption of a Resolution Approving the Purchase of a Tire Changer and Tire Balancer for the Equipment Rental Revolving Fund 500 \(J. Brown\)](#) **Page 337**
- F. [Approval of the July 11, 2023, City Council Meeting Minutes](#) **Page 346**

8. DISCUSSION ITEMS (No Action to be Taken)

9. REPORTS OF COUNCIL COMMITTEES

10. REPORT OF MAYOR

11. REPORT OF DEPARTMENT HEADS

12. CITIZEN COMMENTS

*(Please limit your comments to **3 minutes** for any items not up for Public Hearing. When recognized by the Mayor, please state your name for the official record. If you are attending remotely via telephone, enter *9 from your keypad to raise your hand.)*

13. CITY COUNCIL GOOD OF THE ORDER

- 14. EXECUTIVE SESSION** - Pursuant to RCW 42.30.110(1)(I), the City Council **WILL hold** an executive session. The topic(s) and the session duration will be announced prior to the executive session.

15. ADJOURNMENT

COMMITTEE MEETINGS

Date & Time

Location

Economic Development and Tourism	TBD, 2023	Remote Access
Utilities	TBD, 2023; 5:00pm	Remote Access

Please turn off cell phones during meeting and hold your questions for staff until the meeting has been adjourned.

The Council may consider other ordinances and matters not listed on the Agenda, unless specific notification period is required.

Meeting materials are available on the City's website at: www.portorchardwa.gov or by contacting the City Clerk's office at (360) 876-4407.

Finance	TBD 2023; 5:00pm	Remote Access
Transportation	TBD, 2023; 4:30pm	Remote Access
Festival of Chimes & Lights	TBD, 2023; 3:30pm	Remote Access
Land Use	TBD, 2023; 4:30pm	Remote Access
Lodging Tax Advisory	September 2023	Remote Access
Sewer Advisory	September 20, 2023; 5:00pm	Remote Access
Outside Agency Committees	Varies	Varies

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City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.: Consent Agenda 4C
Subject: Adoption of an Ordinance Amending the
Boundary of the McCormick Woods Golf
Cart Zone Map Referenced in POMC
10.50.020

Meeting Date: August 8, 2023
Prepared by: Nicholas Bond, AICP
DCD Director
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: In September of 2017, the City Council adopted a new chapter to Title 10 Port Orchard Municipal Code (POMC), ‘Vehicles and Traffic’, to establish a designated Golf Cart Zone at McCormick Woods. With recent development activity in McCormick Woods and McCormick West, and at the request of McCormick Communities LLC, Staff is recommended that the existing golf cart zone boundary be enlarged to capture the new neighborhood development in McCormick Woods and McCormick West. The proposed map expands the golf cart zone into recently developed areas that are currently outside of the existing golf cart zone boundary as well as to areas that are entitled but not yet constructed.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends adoption of an ordinance amending the boundary of the McCormick Woods Golf Cart Zone map reference in POMC 10.50.020, as presented.

Motion for consideration: “I move to adopt an ordinance amending the boundary of the McCormick Woods Golf Cart Zone map reference in POMC 10.50.020, as presented.”

Fiscal Impact: None foreseen.

Alternatives: Do not approve the proposed amendment or provide staff direction to prepare alternatives.

Attachments: Ordinance, Map showing new golf cart zone boundary.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDING TITLE 10.50, GOLF CART ZONE OF THE PORT ORCHARD MUNICIPAL CODE TO AMEND THE BOUNDARY OF THE MCCORMICK WOODS GOLF CART ZONE MAP REFERENCED IN POMC 10.50.020; PROVIDING FOR SEVERABILITY AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Revised Code of Washington (RCW) 46.08.175 authorizes the Port Orchard City Council to create a Golf Cart Zone for the purposes of permitting the incidental operation of golf carts upon a street of the State of Washington under certain circumstances; and

WHEREAS, additional development adjacent to the previous golf cart zone is planned and has occurred since the original golf cart zone boundaries were established; and

WHEREAS, the Port Orchard City Council finds that it is in the best interests of the citizens of the City of Port Orchard to amend the boundaries of the Golf Cart Zone within the McCormick Woods neighborhood; now, therefore,

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1. Amendment. Section 10.50.020, Golf carts authorized, is hereby amended by expanding the designated delineation of the “McCormick Woods Golf Cart Zone” referenced therein with a new, updated delineation attached hereto and incorporated herein by this reference, to be maintained on file with the City.

SECTION 2. Severability. Should any portion of this ordinance be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 3. Publication. This Ordinance shall be published by an approved summary consisting of the title.

SECTION 4. Effective Date. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 8th day of August 2023.

Robert Putaansuu, Mayor

ATTEST:

SPONSOR:

Brandy Wallace, MMC, City Clerk

Mark Trenary, Councilmember

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

PUBLISHED:
EFFECTIVE DATE:



McCormick Golf Cart Zone



City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.: Consent Agenda 4D
Subject: Approval of a Contract with AHBL, Inc. for
On Call Planning and Development
Review Services

Meeting Date: August 8, 2023
Prepared by: Nicholas Bond
DCD Director
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: The City of Port Orchard Department of Community Development is currently down a planner with a second planner set to resign effective August 25, 2023. Due to the difficulty in hiring and training new staff, the department has decided that it is necessary to hire an on-call planning and development review consultant to ensure that the City meets legally required timelines for permit review.

The City has selected AHBL, Inc. of the Consultant roster after completing a qualifications-based selection in accordance with RCW 39.80. The City reviewed and scored statements of qualifications posted on the MRSC consultant roster from three firms and determined that AHBL, Inc. was the most qualified firm for the work which includes plan review to be performed by civil engineers, planners, and landscape architects.

The on-call contract is a time and materials contract not to exceed \$140,000 through the end of 2024.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends that the City Council authorize the mayor to execute a contract with AHBL, Inc. for on-call planning and development plan review as presented.

Motion for consideration: “I move to authorize the mayor to execute a contract with AHBL, Inc. for on-call planning and development plan review as presented.”

Fiscal Impact: The contract is not to exceed \$140,000 and will be completely offset by the savings that has resulted from budgeted positions remaining unfilled.

Alternatives: None.

Attachments: Contract, including fee schedule and scope of services.

Port Orchard Contract #: _____
Authorized Amount: \$140,000
Date Start: 08/14/2023
Date End: 08/14/2024

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the City of Port Orchard, Washington, a municipal corporation organized under the laws of the State of Washington ("City") and AHBL, Inc., ("Consultant") organized under the laws of the State of Washington, located and doing business at 2215 North 30th Street, Suite 200, Tacoma, WA 98403 (hereinafter the "Consultant").

RECITALS:

WHEREAS, the City desires to have certain services performed for its residents; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions; and

WHEREAS, the City complied with the requirements for hiring Consultant contained in Chapter 39.80 RCW;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

AGREEMENT:

1. Scope of Services to be Performed by Consultant.

The Consultant shall perform work as assigned by the City, which may include the services described in Exhibit "A" of this Agreement which is attached hereto and incorporated herein by this reference as if set forth in full. Additional work may be assigned by the City, however, this Agreement does not obligate the City to assign any specific work or any work to the Consultant. In performing the services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation.

The City shall pay the Consultant for services rendered according to the rates and methods set forth below.

TIME AND MATERIALS NOT TO EXCEED. Total compensation for these services shall not exceed \$140,000 without advance written authorization from the City, and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."

3. Payment.

A. The Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the Parties shall immediately make every effort to settle the disputed portion.

C. The Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

E. If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval. However, if the City objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

F. The City reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

4. Duration of Agreement.

A. This Agreement shall be in full force and effect for a period commencing on [08/14/2023] and ending [08/14/2024] unless sooner terminated under the provisions of this

Agreement. The City reserves the right to offer two (2) one-year extensions prior to expiration of the Agreement to retain the Consultant's services.

B. Time is of the essence of this Agreement in each and all of its provisions in which performance is required. If delays beyond the Consultant's reasonable control occur, the Parties will negotiate in good faith to determine whether an extension is appropriate.

C. The Consultant shall obtain a City of Port Orchard business license prior to commencing work pursuant to a written Notice to Proceed.

D. The Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

5. Standard of Care.

The Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

6. Ownership and Use of Documents.

A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and are subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

7. Relationship of the Parties; Independent Consultant.

The Parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which

encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Indemnification.

Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'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 this Agreement.

9. Insurance.

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. *Minimum Scope of Insurance.* Consultant shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Professional Liability insurance appropriate to the Consultant's profession.

B. *Minimum Amounts of Insurance.* Consultant shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- iii. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. *Other Insurance Provision.* The Consultant's Automobile Liability, Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

D. *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

E. *Verification of Coverage.* The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. *Notice of Cancellation.* The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. *Failure to Maintain Insurance.* Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

H. *No Limitation.* Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

10. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

11. City's Right of Inspection and Audit.

A. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

B. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

12. Work Performed at the Consultant's Risk.

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

13. Termination.

A. *Termination without cause.* This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. *Termination with cause.* This Agreement may be terminated upon the default of the Consultant and the failure of the Consultant to cure such default within a reasonable time after receiving written notice of the default.

C. *Rights Upon Termination.*

i. With or Without Cause. Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. The Consultant shall not be entitled to any reallocation of cost, profit or overhead. The Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. The Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

ii. Default. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained, by the City by reason of such default.

D. *Suspension.* The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. *Notice of Termination or Suspension.* If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to the Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in the "Notices" Section herein.

F. Nothing in this Subsection shall prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

14. Discrimination Prohibited.

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. Violation of this Section shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

15. Force Majeure.

Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the Party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement.

16. Assignment and Subcontract.

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment made without the prior approval of the City is void.

17. Conflict of Interest.

The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

18. Confidentiality.

All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

19. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

20. Employment of State Retirees.

The City is a "DRS-covered employer" which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Contractor's employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Contractor is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Contractor shall determine whether any of its employees providing services to the City or any of the Contractor's owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Contractor. Contractor shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys' fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Contractor's failure to comply with the terms of this provision. This provision shall survive termination of this Agreement. By signing this agreement, the Consultant represents the following:

- 1) NONE of the Contractor's employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs).
- 2) The Contractor is NOT owned by an individual who retired using the 2008 ERFs.

21. Entire Agreement.

This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

22. Non-waiver of Breach.

The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

23. Modification.

No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

24. Notices.

All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

Notices to the City of Port Orchard shall be sent to the following address:

City Clerk
City of Port Orchard
216 Prospect Street
Port Orchard, Washington 98366

cityclerk@portorchardwa.gov
Phone: 360.876.4407 Fax: 360.895.9029

Notices to the Consultant shall be sent to the following address:

Wayne E. Carlson
Principal – AHBL, Inc.
2215 North 30th Street, Suite 200
Tacoma, WA 98403
Phone No.: 253-383-2422
Email: WECarlson@AHBL.com

25. Resolution of Disputes; Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Kitsap County Superior Court, Kitsap County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other Party.

26. Compliance with Laws.

The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

27. Title VI.

The City of Port Orchard, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 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, must affirmatively ensure that its contracts

comply with these regulations.

Therefore, during the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees as follows:

A. *Compliance with Regulations.* The Consultant will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

B. *Nondiscrimination.* The Consultant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

C. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment.* In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

D. *Information and Reports.* The Consultant will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. *Sanctions for Noncompliance.* In the event of the Consultant's noncompliance with the non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- i. withholding payments to the Consultant under the Agreement until the contractor complies; and/or
- ii. cancelling, terminating, or suspending the Agreement, in whole or in part.

F. *Incorporation of Provisions.* The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless

exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the City to enter into any litigation to protect the interests of the City. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

28. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

29. Severability.

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the dates listed below.

CONSULTANT

By: _____

Title: Wayne E. Carlson, FAICP
 Principal, AHBL, Inc.

Date: 08/04/2023_____

CITY OF PORT ORCHARD

By: _____
 Robert Putaansuu, Mayor

Date: _____

ATTEST/AUTHENTICATE

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM

Charlotte A. Archer, City Attorney

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following outlined here or attached separately.

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the rates specified below or attached hereto, as Exhibit B.

[NOTE: If this is a multi-year contract and the rates may be increased after the first or second year, then Exhibit B should contain a minimum of a 60-day advance notice provision for raising rates with a limitation, i.e., no more than annual CPI-U for Seattle/Tacoma/Bellevue. If this circumstance is present, please run the adjustment language through the City Attorney's Office.]

APPENDIX A

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**CITY OF PORT ORCHARD
ON-CALL CONSULTANT SERVICES
EXHIBIT A - SCOPE OF SERVICES**

AHBL, Inc. ("Consultant") will provide development review services to support the City's Department of Community Development primarily including, but not limited to, the following professional services:

- Development Plan and Permit Review, including:
 - Review of preliminary plat, short plat, and binding site plans including preparation of staff reports and presentations to the Hearing Examiner.
 - Review of Land Disturbing Activity permits for consistency with preliminary plat approvals, development regulations, and development agreements.
 - Review of Stormwater Drainage permits for consistency with preliminary plat approvals, development regulations, and development agreements.
 - Review of landscape plans for consistency with preliminary plat approvals, development regulations, and development agreements.
 - Review of final plat applications for consistency with preliminary plat approvals, development regulations, and development agreements, the preparation of staff reports, and review of project bond estimates where bonds are proposed in conjunction with a final plat.
 - Review of plat amendment applications.
 - Assistance in processing applications to amend development agreements.
 - Architectural design review associate with building permit applications.
 - Preparation of comment matrixes.
 - Preparation of notices of application, determinations of complete application, hearing notices, notices of decision.
- Other plan review and site inspections as needed, including:
 - Landscape inspections
 - Shoreline permit review

The Consultant shall operate on a Task Order basis, in which the City will review and approve individual task orders prior to the Consultant commencing work for each assigned project. In no event will any task order exceed the cumulative Authorized Amount pursuant to the Consultant Services Agreement.

SCHEDULE OF CHARGES & COMPENSATION



Principal.....	240.00/Hour	Director of Landscape Architecture.....	175.00/Hour
Associate Principal.....	220.00/Hour	Senior Landscape Architect.....	150.00/Hour
Associate Planning Principal.....	210.00/Hour	Landscape Architect 2.....	135.00/Hour
Senior Project Manager.....	195.00/Hour	Landscape Architect 1.....	125.00/Hour
Project Manager.....	180.00/Hour	Senior Landscape Designer.....	125.00/Hour
Senior Planning Project Manager.....	170.00/Hour	Landscape Designer 3.....	115.00/Hour
Planning Project Manager.....	160.00/Hour	Landscape Designer 2.....	105.00/Hour
Survey Project Manager.....	170.00/Hour	Landscape Designer 1.....	95.00/Hour
Assistant Project Manager.....	130.00/Hour	Senior Landscape Technician.....	130.00/Hour
Senior Engineer.....	165.00/Hour	Landscape Technician 3.....	105.00/Hour
Project Engineer 4.....	145.00/Hour	Landscape Technician 2.....	90.00/Hour
Project Engineer 3.....	130.00/Hour	Landscape Technician 1.....	80.00/Hour
Project Engineer 2.....	120.00/Hour	Project Surveyor.....	140.00/Hour
Project Engineer 1.....	110.00/Hour	Senior Survey Technician.....	130.00/Hour
Senior Engineer Technician.....	130.00/Hour	Survey Technician 3.....	120.00/Hour
Engineer Technician 3.....	120.00/Hour	Survey Technician 2.....	105.00/Hour
Engineer Technician 2.....	105.00/Hour	Survey Technician 1.....	90.00/Hour
Engineer Technician 1.....	90.00/Hour	Chief of Parties.....	165.00/Hour
Project Administrator.....	100.00/Hour	Survey Crew.....	200.00/Hour
Project Expeditor.....	80.00/Hour	1-Person Survey Crew.....	130.00/Hour
Senior Urban Designer.....	145.00/Hour	Graphic Designer.....	110.00/Hour
Urban Designer.....	130.00/Hour	Technical Editor.....	110.00/Hour
Planner 5.....	145.00/Hour	Word Processor/Sr. Administrative Asst.....	90.00/Hour
Planner 4.....	130.00/Hour	Administrative Assistant.....	80.00/Hour
Planner 3.....	120.00/Hour	Outside Consultants.....	Separate Fee Proposal
Planner 2.....	105.00/Hour	Geotechnical Engineers.....	Separate Fee Proposal
Planner 1.....	75.00/Hour	Environmental Consultants.....	Separate Fee Proposal
Planning Technician.....	50.00/Hour		
		Large Format Bond.....	0.50/sf
		Large Format High Density Color Bond.....	2.00/sf
		Large Format Mylar.....	2.00/sf
		Small Format Color Bond 11 X 17.....	0.50/Sheet
		Small Format Color Bond 8.5 X 11.....	0.40/Sheet

The Schedule of Charges and Compensation is subject to change.

Charges are made for technical typing, as in the preparation of reports, and for technical clerical services directly related to projects. Direct charges are not made for general secretarial services, office management, accounting, or maintenance.



City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.:	<u>Consent Agenda 4E</u>	Meeting Date:	<u>August 8, 2023</u>
Subject:	<u>Approval of Amendment No. 2 to Contract</u>	Prepared by:	<u>Angela Garcia</u>
	<u>No. 094-21 with West Coast Code</u>		<u>Deputy Dev Dir.</u>
	<u>Consultants (WC-3) for Building/Fire Code</u>	Atty Routing No.:	<u>366922-0011</u>
	<u>Plan Review and Inspection Services</u>	Atty Review Date:	<u>August 2, 2023</u>

Summary: Due to the volume of building and development permits and plans submitted to the City, the City utilizes consulting services to assist staff with plan review and building inspections to ensure that the need is timely met. On September 20, 2021, following City Council approval and authorization, the City executed a Professional Service Agreement with West Coast Code Consultants Inc. (WC-3), a qualified consultant, for Plan Review and Building Inspection Services (Contract C094-21), after selecting West Coast Code Consultants Inc. following the necessary procurement process consistent with state law and the City's Procurement Policies.

The City Council then authorized and the City executed Amendment No. 1 to the Agreement to increase the total compensation limit and extend the term due to an influx of additional work. Amendment No. 1 to C094-21 increased the "not to exceed" total contract amount of \$280,000 and extended the term to September 20, 2023. At the time of approval, staff believed that the City would not reach the contract amount prior to the end of the contract date but given permitting volumes, particularly for multi-family development, and the City's targets for time periods in which to turn around building permit applications, the City requires additional services for the City to maintain levels of service. By this action, the City Council would authorize a second amendment to the contract for an increase in the total contract amount of \$140,000, and a second extension of the original contract term by an additional year.

Recommendation: Staff recommends that the City Council authorize the Mayor to execute Amendment No. 2 to C094-21.

Relationship to Comprehensive Plan: N/A

Motion for consideration: "I move to authorize the Mayor to execute Amendment No. 2 to Contract No. C094-21 with West Coast Code Consultants for building /fire code plan review and inspection services."

Fiscal Impact: This amendment is to increase the total contract price by \$140,000, with the increased amount to apply during the 2023-2024 budget years. The City's building permit and plan check fee revenues are greatly above budgeted revenues. While a budget amendment is likely required, there are corresponding revenues to offset these new expenditures.

Alternatives: Hire additional staff building inspectors and plan reviewers.

Attachments: Amendment No. 2 to C094-21, Courtesy copy of Contract No. C094-21, Courtesy copy of Amendment No. 1 to Contract No. C094-21

Amendment No. 2 to Contract No. C094-21
CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT
WITH WEST COAST CODE CONSULTANT'S INC.

THIS SECOND AMENDMENT to Contract No. C094-21 ("Amendment") is made effective on August 9, 2023, by and between the City of Port Orchard ("City"), a municipal corporation, organized under the laws of the State of Washington, and WEST COAST CODE CONSULTANTS INC., a corporation organized under the laws of the State of Washington, located and doing business at 19109 36th Ave W, Suite 207, Lynnwood, WA 98036 ("Consultant").

WHEREAS, on September 14, 2021, the City executed a Professional Service Agreement with Consultant, for the provision of Building/Fire Code Plan Review and Building/Fire Code Inspection Services ("Underlying Agreement"); and

WHEREAS, Consultant was selected for these services following a procurement process utilizing the consultant roster hosted by MRSC to select a consultant for personal services, under a main category of Building Department Services and a subcategory of Building Inspection Services; and

WHEREAS, due to an increased need for the services provided by the Consultant, the City authorized Amendment No. 1 to the Underlying Agreement to extend the term of the Underlying Agreement to September 20, 2023, with an option to extend for an additional one-year term, and to increase the "not to exceed" amount for the Underlying Agreement by \$140,000 to \$280,000, inclusive of all amounts paid prior to the execution of Amendment No. 1; and

WHEREAS, the City continues to see an unanticipated influx of development activity and associated permitting that necessitates the use of Consultant's services to maintain levels of service, and desires to extend the term of the Underlying Agreement and increase the contract authority provide in Contract C094-21, to ensure that these services may continue; and

WHEREAS, the parties wish to memorialize their agreement to so amend the Underlying Agreement;

NOW, THEREFORE, in consideration of the mutual benefits accruing, it is agreed by and between the parties thereto as follows:

1. Section 3 of the Underlying Agreement (C094-21) between the parties is amended to state the Underlying Agreement shall terminate on 9-20-2024 unless extended or terminated in writing as provided herein.
2. Section 4 of the Underlying Agreement (C094-21) between the parties is amended to increase the total not to exceed amount for the life of the Agreement from \$140,000 to

\$420,000, inclusive of all amounts paid prior to the execution of this Amendment.

3. In all other respects, the Underlying Agreement between the parties shall remain in full force and effect, amended as set forth herein, but only as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year set forth above.

CITY OF PORT ORCHARD,
WASHINGTON

CONSULTANT

Robert Putaansuu, Mayor

Signature

ATTEST/AUTHENTICATED:

Printed Name and Title

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 14th day of September, 2021, by and between the City of Port Orchard, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF PORT ORCHARD, WASHINGTON (hereinafter the "CITY")
216 Prospect Street
Port Orchard, Washington 98366

Contact: Mayor Robert Putaansuu

Phone: 360.876.4407 Fax: 360.895.9029

and, WEST COAST CODE CONSULTANTS, INC. a corporation, organized under the laws of the State of Washington, doing business at:
19109 36th Ave W, Suite 207
Lynnwood, WA 98036

(hereinafter the "CONSULTANT")

Contact: Martha (Marty) Gillis

Phone: 425.582.1719, Cell: 425-773-0448

for professional services in connection with the following Project:

Building/Fire Code Plan Review and Building/Fire Code Inspection Services

TERMS AND CONDITIONS

1. Services by Consultant.

A. The Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A" The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

2. Schedule of Work.

A. The Consultant shall perform the services described in the Scope of Work in accordance with the tasks identified within Exhibit "A" and the terms of this Agreement. If delays beyond the Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. The Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

3. **Terms.** This Agreement shall commence on 9-20-2021 ("Commencement Date") and shall terminate 9-20-2022 unless extended or terminated in writing as provided herein. **The City reserves the right to offer two (2) one-year extensions prior to contract expiration to retain the selected company's services.**

4. **Compensation.**

☐ LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____.

☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed **\$ 140,000.00** without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto fixed rates and hourly fees as specified in Exhibit B.

☐ TIME AND MATERIALS. Compensation for these services shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "_____."

☐ OTHER. _____.

5. **Payment.**

A. The Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. The Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

E. If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

6. **Discrimination and Compliance with Laws**

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the term(s) of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. The Consultant shall obtain a City of Port Orchard business license prior to commencing work pursuant to a written Notice to Proceed.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including but not limited to compensation, insurance, and unemployment insurance, are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Suspension and Termination of Agreement

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. This Agreement may be terminated upon the default of the Consultant and the failure of the Consultant to cure such default within a reasonable time after receiving written notice of the default.

C. Rights Upon Termination.

1. With or Without Cause. Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. The Consultant shall not be entitled to any reallocation of cost, profit or overhead. The Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. The Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon

termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained, by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to the Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

9. Standard of Care. The Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

10. Ownership of Work Product.

A. All data, materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City at its request and may be used by the City as it sees fit. Upon termination of this Agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City. Any reuse or modification of such documents, reports or other material or work of the Consultant for purposes other than those intended by the Consultant in its scope of services under this Agreement shall be at the City's risk.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in the Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise. The Consultant is permitted to disclose any such information only to the extent required by law, subpoena or other court order.

11. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at

the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, 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 Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

13. Insurance. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Workers' Compensation Employer's Liability each accident \$1,000,000, Employer's Liability Disease each employee \$1,000,000, and Employer's Liability Disease – Policy Limit \$1,000,000.
4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

14. Assigning or Subcontracting. The Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

15. Notice. Any notices required to be given by the City to the Consultant or by the Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Robert Putaansuu
Mayor
216 Prospect Street
Port Orchard, WA 98366

Phone: 360.876.4407
Fax: 360.895.9029

West Coast Code Consultants, Inc.
Martha (Marty) Gillis
NW Regional Manager
19109 36th Ave W, Suite 207
Lynnwood, WA 98036

Phone: 425-582-1719

16. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Kitsap County Superior Court, Kitsap County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other party.

17. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between

the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

18. Title VI

The City of Port Orchard, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 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, must affirmatively insure that its contracts comply with these regulations.

Therefore, during the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Consultant will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the Non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding payments to the Consultant under the Agreement until the contractor complies; and/or
 2. cancelling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the City to enter into any litigation to protect the interests of the City. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF PORT ORCHARD,
WASHINGTON

By: _____

Robert Putaansuu, Mayor

ATTEST/AUTHENTICATE:

By: _____

Brandy Rinearson, MMC
City Clerk

APPROVED AS TO FORM:

By: _____

Charlotte A. Archer, City Attorney



WEST COAST CODE CONSULTANTS, INC.

By: _____

Name: Martha (Marty) Gillis

Title: NW Regional Manager

APPENDIX A

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



EXHIBIT A

SCOPE OF SERVICES

When requested by the Jurisdiction, the Consultant will provide services in accordance with the terms and conditions of this agreement.

BUILDING OFFICIAL SERVICES

At the request of the Jurisdiction's Building Official, services may be provided for code interpretation and administrative needs such as ordinance review and update, staffing needs and department budget development and review.

MEETING ATTENDANCE

The Consultant's staff is available to attend Jurisdiction requested meetings such as pre-application, pre-construction or cooperative review meetings.

PLAN REVIEW

The Jurisdiction will determine which plans and building permit applications will be reviewed by the Consultant. The Jurisdiction will intake, track, and process the permit applications and all revisions per current building permit administration procedures. The Consultant will review such plans submitted with building permit applications for structural and nonstructural code compliance in accordance with the currently adopted construction codes as adopted and amended by the state of Washington and the Jurisdiction, except that the Consultant will confer with the Jurisdiction's Building Official and his/her agent on any portion of the review that specifically requires the approval of the Building Official as specified in the code(s).

The Consultant will not design for the applicant, make any structural changes on the plans, or make any changes that directly contradict other information on the plans. Significant changes must be made by or under the direction of the applicant or design professional.

When the plans and applications are consistent with the Jurisdiction's codes, the Consultant will indicate that the drawings have been reviewed and found to be in substantial compliance with applicable construction codes and ordinances. The reviewer's name and date of compliance will be affixed to each sheet in up to three sets of drawings including the cover sheet.

Full Plan Review: Upon request by the Jurisdiction, the Consultant shall review all project documents which consist of plans, specifications and engineering. The Consultant will approve and return the plans to the Jurisdiction for additional permit processing; or a plan review correction letter will be drafted identifying corrections or requesting additional information and routed to the Jurisdiction.

The Consultant will approve and return the plans to the Jurisdiction for additional permit processing; or a plan review correction letter will be drafted identifying corrections or requesting additional information and routed to the Jurisdiction. Review may include:

- Structural Review
- Architectural Review
- Energy Review
- Barrier Free Accessibility Review
- Fire Code Review
- Fire Sprinkler Review
- Fire Alarm Review
- Mechanical Review



- Plumbing Review

- Civil/Site Plan Review

Deferred Review & Review After Permit Issuance: Upon request by the Jurisdiction, the Consultant shall review deferred submittal designs, approve and return plans to the Jurisdiction for additional permit processing; or a plan review correction letter will be drafted identifying corrections or requesting additional information. Review of deferred submittal items or revision to permits after approval or permit issuance are provided at an hourly rate included in **Exhibit B**.

Additional Reviews: The Consultant shall perform additional reviews beyond (1) recheck when authorized by the Jurisdiction, at an hourly rate as described in **Exhibit B**.

Turn-around Time: Plans will be reviewed using the Washington State Building and Energy Code as adopted by the Jurisdiction and will be processed using the Timeline Schedule for Plan Review listed below. Timeline commences upon delivery of a complete permit application and plans; and ends upon the delivery of a correction letter or return of the approved permit application and plans. The Jurisdiction's Building Official has sole authority to interpret and reject plans.

- The review time may be negotiated based on the number and complexity of projects to be reviewed. The Consultant will not be held responsible for delays beyond the Consultant's control. During heavy workloads or schedule delays, the Consultant shall notify the Jurisdiction of revisions to estimated target dates.

Timeline Schedule for Plan Review

Project Type	Initial Review (Business Days)	Recheck (Business Days)
Residential Projects (New Construction, Additions & Remodels)	10	5
New Multi-Family Projects	15	10
Commercial Projects	10-20	7-10
Commercial Additions, Tenant Improvements	10	5-7

**All turnaround times have been specified from the full day they are received in our offices.*

BUILDING INSPECTION

Depending on staff availability the Consultant will provide a certified building inspector or equal to perform the following services on an as-needed, on-call basis:

- Upon authorization by the Jurisdiction, the inspector will perform building inspection work for the Jurisdiction.
- Generally advance notice of inspection requests are recommended and desired to assure confirmation of staffing needed to provide inspection services. This is generally possible for scheduled vacations, training events, and other known scheduling needs such as heavy workflow. In the case of heavy work flow a jurisdiction provides notice that a set schedule, is requested (IE Tuesday Thursday for the next 4 months starting March 1, etc.) while this method is desirable to assure adequate staffing, unscheduled inspection requests may be made. Consultant respectfully requests as much advance notice as possible and will work diligently to provide inspection staff meeting your needs.



- At the request by the Jurisdiction, the inspector shall be asked to perform one or more of the following inspection tasks:
 - non-structural fire and life safety inspections
 - structural inspections
 - energy code inspections
 - barrier free inspections
 - mechanical & plumbing inspections
 - building code compliance, compliance inspections
- The inspector will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code (WAC 51-50 etc.), and Energy Code (WAC 51-11), and the applicable City Building Codes. The inspector will confer with the Jurisdiction's Building Official or his/her agent on any portion of the review that specifically requires an approval of the Building Official under the applicable Code(s), or that involves an unusual interpretation.
- Inspections will be done in accordance with all codes, ordinances and regulations in effect and will be performed in a courteous and professional manner. Up-to-date records of inspection status will be maintained on the job card in the field and on the office copy of the permit.
- The Jurisdiction shall guarantee a minimum of 8 hours of inspection each work day that inspection services are provided, unless otherwise mutually agreed.
- All inspections and re-inspections will be performed for compliance with the Washington Codes and all applicable State, Federal and local laws and City amendments under the direction of City staff using City procedures and methods. Consultant inspectors will confer with the Building Official and/or designated staff member on all discretionary decisions or requests for alternate materials or types of construction.

Vehicles, Office Equipment:

Consultant inspectors will provide services as if they were regular members of the Jurisdiction inspection staff.

Vehicles:

Jurisdiction vehicles will not be used to perform Jurisdiction inspections unless specifically permitted and directed. If Jurisdiction vehicles are used, reimbursement charges for mileage will not apply.

Reimbursement charges will apply for use of private vehicles for inspection services.

Office Equipment, Computers etc.:

Consultant inspectors may (at the Jurisdiction's discretion) be assigned Jurisdiction office equipment such as computers, tablets, phones, iPads or printers and may have access to these tools while on-call. Consultant inspection staff will abide by the Jurisdiction policies and procedures regarding the use of all assigned equipment.

ADDITIONAL SERVICES:

Additional services may be provided as needed and as mutually agreed upon. Note that Consultant may be able to provide services which are not specifically listed below.



Permit Technician: The following services are available at the request of the Jurisdiction depending on Consultant staff availability.

- Permit Technician

Code Training and Coaching: Upon request by the Jurisdiction, the Consultant shall assist staff with knowledge and resources to enhance their skill level and efficiency. The Consultant will also help with a coaching plan to assist obtaining ICC certification.

- Full day seminar style training sessions
- One on one sessions with staff



EXHIBIT B

COMPENSATION & RATES

Our standard fees are a percentage of the City's plan review fees. Plan review includes the initial and second review.

Inspection services requiring deployment from the Lynnwood WA office use hourly rates; applying to travel from Lynnwood to the City of Port Orchard and from Port Orchard to Lynnwood.

Services not listed below may be negotiated:

TABLE OF BILLING RATES

BUILDING SERVICES	FIXED FEE AMOUNT
Complete Building Plan Review	65% of Plan Review Fees
3rd & Subsequent Plan Reviews with City Approval	\$110 / Hour
Revisions / Deferred Submittals	\$110 / Hour
Expedited Plan Review	150% of Regular Plan Review Fees
POSITION	HOURLY RATE
Building Official	\$120 / Hour
Engineer, Professional or Structural	\$110.00 - \$130 / Hour DOE
Plan Reviewer	\$110 / Hour
Fire Plan Reviewer / Inspector	\$110 / Hour
Building Inspector	\$95 - \$110/ Hour DOE
Permit Technician	\$85 / Hour
Education/Instructor	\$105 / Hour, \$1,200 per day
<p>Miscellaneous:</p> <p><i>*Reimbursable expenses may include printing costs. Travel charges such as, ferry, parking & toll charges. Actual cost without mark-up, portal to portal.</i></p> <p><i>*Reimbursement for mileage are for the use of personal automobiles within the Jurisdiction's limits; typically by Field Inspectors. Calculated at the current IRS rate.</i></p> <p><i>*\$85 Trip Fee to offset the milage cost of deploying inspection staff to the City. Used for deployment of WC³ staff based in the Lynnwood office and the City.</i></p> <p><i>*Eight (8) hour minimum is required for all requested inspections.</i></p> <p><i>*All rates require a minimum charge of 1 hour.</i></p> <p><i>*Education: Requires 1 hour of prep time for every 3 hours teaching time with a minimum charge of 1 hour.</i></p> <p><i>*All fees and rates are subject to annual review, periodic increases, and acceptance by the City.</i></p>	



Invoicing

- Invoices shall be generated upon completion of 1st review, subsequent review, and at final approval with all supporting documents required by the Jurisdiction and the Consultant. The Consultant services shall be invoiced for services provided and are not dependent on achieving sufficient resolution needed to approve permit issuance.
- Invoices shall be submitted electronically to the Jurisdiction by the 10th day of each month.
- The Jurisdiction shall notify the Consultant of any discrepancy, and the Consultant shall correct accordingly.
- Invoices shall be paid within a maximum of 30 days of receipt, unless mutually agreed by the Jurisdiction and Consultant.

Amendment No. 1 to Contract No. C094-21
CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT
WITH WEST COAST CODE CONSULTANT'S INC.

THIS AMENDMENT to Contract No. C094-21 ("Amendment") is made effective as of the date of mutual execution hereof, by and between the City of Port Orchard ("City"), a municipal corporation, organized under the laws of the State of Washington, and WEST COAST CODE CONSULTANT'S INC., a corporation organized under the laws of the State of Washington, located and doing business at 19109 36th Ave W, Suite 207, Lynnwood, WA 98036 ("Consultant").

WHEREAS, on September 14, 2021, the City executed a Professional Service Agreement with Consultant, for the provision of Building/Fire Code Plan Review and Building/Fire Code Inspection Services ("Underlying Agreement"); and

WHEREAS, Consultant was selected for these services following a procurement process utilizing the consultant roster hosted by MRSC to select a consultant for personal services, under a main category of Building Department Services and a subcategory of Building Inspection Services; and

WHEREAS, due to an increased need for the services provided by the Consultant the City desires to increase the contract authority provide in Contract C094-21, to ensure that these services may continue for the remaining term of the Underlying Agreement and are not disrupted; and

WHEREAS, the Consultant and the City have conferred and have agreed to increase the total compensation limit and an extension of the term; and

WHEREAS, the parties wish to memorialize their agreement to so amend the Underlying Agreement; NOW, THEREFORE,

In consideration of the mutual benefits accruing, it is agreed by and between the parties thereto as follows:

1. Section 3 of the Underlying Agreement (C094-21) between the parties is amended to state the Underlying Agreement shall terminate on 9-20-2023 unless extended or terminated in writing as provided herein. The City reserves the right to offer one (1) one-year extension prior to contract expiration to retain the selected company's services.
2. Section 4 of the Underlying Agreement (C094-21) between the parties is amended to increase the total not to exceed amount for the life of the Agreement from \$140,000 to \$280,000, inclusive of all amounts paid prior to the execution of this Amendment.
3. In all other respects, the Underlying Agreement between the parties shall remain in full force

and effect, amended as set forth herein, but only as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year set forth above.

CITY OF PORT ORCHARD,
WASHINGTON

CONSULTANT

DocuSigned by:
Robert Putaansuu
F69E88B5D0E74EF...
Robert Putaansuu, Mayor

Martha J. Gillis
Signature

Martha (Marty) J. Gillis, NW Regional Manager
Printed Name and Title

ATTEST/AUTHENTICATED:

DocuSigned by:
Brandy Wallace
17ABCA3C189A465...
Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Charlotte Archer
203701F25520457...
Charlotte A. Archer, City Attorney





Agenda Staff Report

Agenda Item No.:	<u>Consent Agenda 4F</u>	Meeting Date:	<u>August 8, 2023</u>
Subject:	<u>Approval of a Lease Agreement with the</u>	Prepared by:	<u>Brandy Wallace, MMC</u>
	<u>Special Olympics Washington, South Kitsap</u>		<u>City Clerk</u>
	<u>Flag Football Program for Use of a Portion</u>	Atty Routing No:	<u>N/A</u>
	<u>of Van Zee Park</u>	Atty Review Date:	<u>N/A</u>

Summary: The Special Olympics Washington, South Kitsap Flag Football Program, is requesting temporary use of a portion of Van Zee Park to practice for their Regionals. This organization has utilized the park for this event the last few years.

The proposed use of the field and lights will start September 12th and end on November 16, 2023, from 5:30PM to 7:00PM every Tuesday and Thursday.

The lights are on an automated system and will be set by Public Works. The lights will be set to turn on 30 minutes before the start of the use of the field and will turn off 30 minutes after the expected end time of the use of the field.

In 2022, the City leased the field for a rate of \$75. Staff was able to pull the usage from 2022 and determined that \$75 is still enough to cover both electricity/utilities and staff/admin costs for the administration of the lease.

Recommendation: City staff recommends approval of lease with the lease amount to be \$75.00.

Motion for consideration: “I move to authorize the Mayor to execute a lease with the Special Olympics Washington, South Kitsap Flag Football Program, for temporary use of the Van Zee Park, including the lights, as presented.”

Alternatives: Do not authorize the use of the lights and/or provide direction to staff.

Fiscal Impact: A revenue of \$75

Attachments: Lease agreement and map

**REAL PROPERTY LEASE
AGREEMENT NO. _____**

LESSOR: CITY OF PORT ORCHARD, a municipal corporation

LESSEE: Special Olympics Washington, South Kitsap Flag Football Program, a non-profit corporation in the State of Washington

ASSESSOR'S TAX PARCEL ID#: Portion of tax parcel #352401-3-026-2000; 300 Tremont Street, Port Orchard, WA

This Lease is made and entered into by and between the CITY OF PORT ORCHARD, a municipal corporation organized and existing under the laws of the State of Washington, herein referred to as Lessor or the City, and Special Olympics Washington, South Kitsap Flag Football Program, herein referred to as Lessee.

Section 1 - PREMISES

For and in consideration of the mutual covenants hereinafter contained, Lessor does hereby agree to a non-exclusive lease, let and demise unto the Lessee of a portion of the park described below "as is" between the hours of 5:30 p.m. and 7:00 p.m., on Tuesdays and Thursdays:

Van Zee Park: A portion of Van Zee Park measuring approximately 150 feet by 240 feet as delineated on the attached Exhibit "A".

Section 2 - TERM

This lease shall commence on September 12, 2023, at 5:30 p.m. and end on November 16, 2023, at 7:00 p.m., unless extended pursuant to Section 3, or earlier terminated pursuant to Section 8.

Section 3 - RENT

The rent shall be seventy-five dollars (\$75.00) for the term of the lease payable in full without deduction or offset, to the Finance department of the City of Port Orchard on or before October 15, 2023.

Section 4 – LEASE EXTENSION

This lease may be extended upon written request of either party and written execution of an extension by both parties, prior to the end date.

Section 5 - CONDITIONS OF USE

- A. It is understood and agreed between the parties that the Lessee shall not utilize the premises other than for organizing and administering youth athletic programs.
- B. The Lessee shall comply with all regulations and guidance disseminated by all federal, state and local officials pertaining to the COVID-19 pandemic that are in effect on the

date of the event, including the preparation and implementation of a COVID-19 Safety Plan, face covering and social distancing requirements, and associated public health and safety infrastructure.

- C. The Lessee is prohibited to make any improvements to the PREMISES and the areas immediately adjacent to the PREMISES.
- D. Lessee shall maintain a clean and operational portable restroom available for use during practice hours.
- E. Lessee shall not sublease or rent any portion of the above-described real property without the prior written consent of Lessor, and consent to a sub-lease or rental agreement shall not be deemed to be consent to any subsequent sub-lease or rental agreement.
- F. Lessee agrees to maintain the above-described real property during the term of this lease and shall be responsible for the maintenance and upkeep of said area at all times, including but not limited to turf and shall be responsible for maintaining said area in an orderly state and sanitary condition.

Section 6 - INDEMNIFICATION; INSURANCE.

- A. Lessor, its officers, elected officials, employees and agents, shall not be liable for any loss, damage or injury of any kind or character to any person or property arising from any use of the leased premises or any part thereof, or caused by and/or arising from any act or omission of Lessee or any of its agents, employees, licensees or invitees or by or from any accident on the leased premises or any fire or other casualty thereon or occasioned by the failure of Lessee to maintain said premises or to cause the same to be maintained in a safe condition or by a nuisance made or suffered thereon, or arising from any other cause whatsoever; and Lessee, as a material part of the consideration of this lease, hereby waives on its behalf all claims and demands against Lessor and hereby indemnifies and agrees to defend and hold Lessor, its officers, elected officials, employees and agents, entirely free and harmless from all liability for damages and costs of other persons for any such loss, damage or injury, together with all costs, reasonable attorney's fees and expenses arising therefrom.
- B. Lessee shall procure and maintain during the lease term a commercial general liability policy against claims for injuries to persons or damage to property that may arise from or in connection with Lessee's use of the leased premises. Said policy shall have insurance limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Said policy shall be endorsed to name the Lessor as an additional insured and to state that coverage shall not be cancelled unless Lessor has received thirty (30) days written notice by certified mail, return receipt requested.

Section 7 - ASSIGNMENT

Lessee shall not assign or transfer this lease or any interest therein without the prior written consent of Lessor, and such consent to an assignment shall not be deemed to be consent to

any subsequent assignment. Any such assignments without such consent shall be void, and shall at the option of Lessor, terminate with this lease.

Section 8 - DEFAULT

In the event the Lessee shall fail to keep and perform any of the covenants and agreements herein contained, including compliance with then-applicable COVID-19 public health directives or the maintenance of a proper insurance policy as described above, Lessor may terminate this lease by giving written notice to Lessee. Provided, however, that with the exception of Lessee's failure to maintain a proper insurance policy as described above, Lessee shall be given a minimum of five (5) days upon receiving written notice to cure any default prior to lease termination. Lessee's failure to maintain a proper insurance policy as described above is not subject to Lessee's right to cure and shall be grounds for immediate termination of the lease by Lessor. In the event of any such lease termination, Lessor, in addition to the other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises.

Section 9 - WAIVER

Lessor's waiver of one or more covenants or conditions shall not be construed as a waiver of a subsequent breach of the same or other covenants or conditions.

Section 10 - PARTIES BOUND

The covenants and conditions herein contained shall, subject to the provisions as to assignment and transfer, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto.

Section 11 - LESSOR'S RESERVATION

Lessor reserves the right, without liability to Lessee, to inspect the premises at reasonable times, upon reasonable notice, and without unreasonable interference to Lessee's activities on the premises.

Section 12 - ENTIRE AGREEMENT

This lease sets forth the entire agreement between the parties and it shall not be modified in any manner except by an instrument in writing executed by the parties.

Section 13 - JURISDICTION, VENUE AND ATTORNEY FEES

Any action for claims arising out of or relating to this lease shall be governed by the laws of the State of Washington. Venue shall be in Kitsap County Superior Court. In any suit or action instituted to enforce any right or obligation granted in this lease, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have signed and sealed this lease the 8th day of August 2023.

LESSOR:

City of Port Orchard

LESSEE:

Special Olympics Washington, South
Kitsap Flag Football Program

By: _____
It's: Mayor

Signature: _____
Title: _____


ATTEST/AUTHENTICATED:

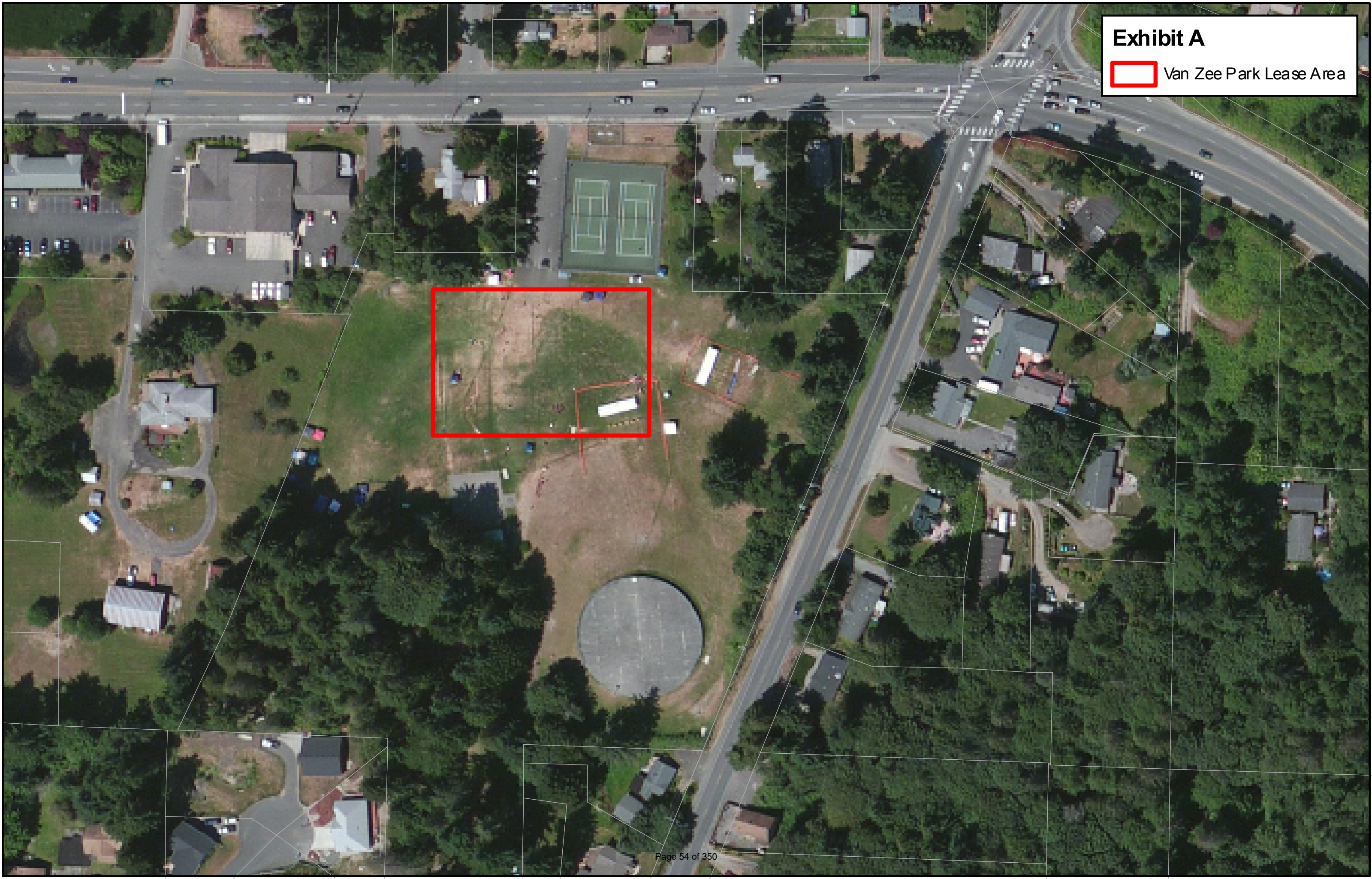
Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlette A. Archer, City Attorney

Exhibit A

 Van Zee Park Lease Area





**City of Port Orchard
Council Meeting Minutes
Regular Meeting of July 25, 2023**

1. CALL TO ORDER AND ROLL CALL

Mayor Putaansuu called the meeting to order at 6:30 p.m.

Roll call was taken by the Deputy City Clerk as follows:

Mayor Pro-Tem Trenary	Present
Councilmember Chang	Present
Councilmember Clauson	Present
Councilmember Cucciardi	Present
Councilmember Diener	Present
Councilmember Lucarelli	Present
Councilmember Rosapepe	Present
Mayor Putaansuu	Present

Staff present: Interim Public Works Director Brown, Community Development Director Bond, City Attorney Archer, HR Director Lund, Police Chief M. Brown, Intern Lauren Kelly and Deputy City Clerk Floyd,

The meeting streamed live on YouTube.

A. PLEDGE OF ALLEGIANCE (Time Stamp 00:29)

Mayor Putaansuu led the audience and Council in the Pledge of Allegiance.

2. APPROVAL OF AGENDA (Time Stamp: 01:18)

Mayor Putaansuu noted the City's lobbyist will not be able to give their presentation this evening, so it will be added to a future agenda.

MOTION: By Councilmember Clauson, seconded by Councilmember Trenary, to approve the agenda as published.

The motion carried.

3. CITIZENS COMMENTS (Time Stamp: 01:59)

There were no citizen comments.

4. CONSENT AGENDA (Time Stamp: 02:32)

- A.** Approval of Voucher Nos. 86304 through 86370 and 86378 through 86397 including bank drafts in the amount of \$292,319.00 and EFT's in the amount of \$522,561.51 totaling \$814,880.51.
- B.** Approval of Payroll Check Nos. 86371 through 86377 including bank drafts and EFT's in the amount of \$241,200.16 and Direct Deposits in the amount of \$233,483.69 totaling \$474,683.85.
- C.** Adoption of a Resolution Accepting a Grant Agreement with Puget Sound Energy for Street Lighting Conservation **(Resolution No. 074-23 and Contract No. 060-23)**
- D.** Adoption of a Resolution Declaring Certain Personal Property as Surplus and Authorizing its Disposition Thereof **(Resolution No. 075-23)**
- E.** Adoption of a Resolution Adopting an Accident Prevention Plan **(Resolution No. 076-23)**
- F.** Adoption of a Resolution Repealing Resolution No. 060-22 and Approving the Collection of Funds for Chimes & Lights Tree Decorating Contest **(Resolution No. 077-23)**
- G.** Approval of an Amendment No. 1 to Contract No. 035-23 with Vista Motel for Emergency Shelter Services
- H.** Approval of the June 27, 2023, City Council Meeting Minutes

MOTION: By Councilmember Cucciardi, seconded by Councilmember Lucarelli, to approve the Consent Agenda as presented.

The motion carried.

5. PRESENTATION

A. Police Commissioning Ceremony (Time Stamp 02:59)

Police Chief Brown introduced Officer Sarah Duke and Officer Mike Miulli who then took their Oath's of Office.

B. Legislative Update (Time Stamp 10:00)

Mayor Putaansuu briefly spoke about the past legislative session, potential agenda items and legislative agenda.

C. Stormwater Comprehensive Plan (Time Stamp 09:24)

Interim Public Works Director J. Brown said the presenters were not in attendance, so this presentation will have to be moved to a future agenda.

6. PUBLIC HEARING

There were no public hearings.

7. BUSINESS ITEMS

A. Adoption of a Resolution Approving a Contract with Kitsap Regional Library for Community Event Center (Time Stamp 15:39)

MOTION: By Councilmember Rosapepe, seconded by Councilmember Diener, to adopt a resolution authorizing the Mayor to execute an Agreement with KRL for the Community Events Center.

The motion carried.

(Resolution No. 078-23 and Contract No. 061-23)

B. Adoption of a Resolution Fixing the Date of a Public Hearing on a Petition to Vacate City Right of Way, a Portion of an Alley off of Taylor Street and a Portion of Austin Avenue between Taylor Street and Smith Street; Portion of Sweany Street off of Sidney Avenue and Most of the Alley Between Taylor Street and Division Street; and Portion of an Alley off of Cline Street Between Sweany Street and Taylor Street (Time Stamp: 19:52)

MOTION: By Councilmember Cucciardi, seconded by Councilmember Lucarelli, to adopt a resolution setting a public hearing for September 12, 2023, at 6:30 PM, on a petition from Kitsap County to vacate a portion of alleys and streets as described.

The motion carried.

(Resolution No. 079-23)

C. Adoption of a Resolution Approving an Interlocal Agreement with Salish Behavior Health Administrative Services for Coordinated Use of Funds from Settlement of Opiate Litigation (Time Stamp 24:15)

MOTION: By Councilmember Lucarelli, seconded by Councilmember Diener, to adopt a resolution authorizing the Mayor to execute an Interlocal Agreement with Salish Behavioral Health Administrative Services Organization.

The motion carried.

(Resolution No. 080-23 and Contract No. 062-23)

8. DISCUSSION ITEMS (No Action to be Taken)

There were no discussion items.

9. REPORTS OF COUNCIL COMMITTEES (Time Stamp: 28:49)

Mayor Putaansuu reported the Utilities Committee is scheduled to meet on August 8th. The Sewer Advisory Committee is scheduled to meet September 20th. He also reported on Housing Kitsap.

Councilmember Chang reported on the July 25th Transportation Committee meeting which included Bethel Phase 1 and the Bay Street WSDOT project.

Councilmember Lucarelli reported on the July 17th Festival of Chimes and Lights Committee meeting.

Councilmember Diener reported on the July 19th Land Use Committee meeting.

10. REPORT OF MAYOR (Time Stamp 45:05)

The Mayor reported on the following:

- GovDeals and pricing.
- City Hall reskin and a new clock face.
 - Council discussed the various clock faces and hands.
- Marina Pump Station update.
- Well No. 11 bid opening.
- In accordance with Ordinance 008-20 “Delegating Authority to the Mayor for Creating and Modification of Job Descriptions,” he reported his approval of the revised job descriptions for the Human Resources Analyst and Human Resources Specialist.

11. REPORT OF DEPARTMENT HEADS (Time Stamp 54:48)

Interim Public Works Director J. Brown gave an update of the totem pole.

Mayor Putaansuu reported the Rotary’s 8th waterfront memorial bench has been installed.

Community Development Director Bond reported the old Cheers restaurant is coming down next week.

City Attorney Archer gave a Grants Pass decision update.

Deputy City Clerk Floyd reported City Clerk Wallace is attending a risk management retreat and the Clerk’s office is accepting applications for the downtown tree contest and commemorative bricks and tiles.

12. CITIZEN COMMENTS (Time Stamp 1:00:30)

There were no citizen comments.

13. EXECUTIVE SESSION

There was no executive session.

14. GOOD OF THE ORDER (Time Stamp 1:00:57)

Councilmember Clauson voiced his concerns with the chairs on the dais.

In response to Councilmember Diener, Mayor Putaansuu reported the only meeting in August is scheduled for August 8th.

Councilmember Rosapepe pointed out the night market and the farmer's market were well attended. He also said with the old Cheers building coming down, it will really kickoff downtown redevelopment. Lastly, he said South Kitsap Helpline received a \$1.7 million dollar grant to improve their new building.

Councilmember Clauson said one of the restaurants had to shut down over the weekend due to plumbing issues.

15. ADJOURNMENT

The meeting adjourned at 7:37 p.m. No other action was taken. Audio/Visual was successful.

Jenine Floyd, CMC, Deputy City Clerk

Robert Putaansuu, Mayor



City of Port Orchard
216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.: Business Item 7A
Subject: Adoption of a Resolution Approving a Contract
with Stellar J Corporation for the Marina Pump
Station Improvements Project

Meeting Date: August 8, 2023
Prepared by: Jacki Brown, Interim
Public Works Director
Atty Routing No: 366922-0009
Atty Review Date: August 2, 2023

Summary: The City identified the need for capacity and redundancy/reliability improvements at the Marina Pump Station. Staff then identified a scope of work to address these issues referred to as the Marina Pump Station Improvement Project (the “Project”). On February 19, 2019, the Port Orchard City Council adopted Ordinance No. 007-19, approving a contract (C011-19) and accepting Department of Ecology (DOE) Clean Water State Revolving Fund (CWSRF) Loan Agreement No. WQC-2019-PoOrPW-00025 for \$4,100,000 for the Project. On July 14, 2021, Amendment 1 to the Agreement was executed, which increased the loan amount to \$13,000,000. The City Council then authorized design work for the Project by a design consultant.

Pursuant to Resolution No. 036-22, as amended, Section 5, Bid Procedures, the City’s Public Works Department, working with the design consultant, prepared an Invitation to Bid (“ITB”) for the Project. The ITB was published in the Kitsap Sun and Daily Journal of Commerce on June 9, 2023, and June 16, 2023, and on June 9, 2023, the ITB and associated bid documents were uploaded to the Washington Builder’s Exchange and the City’s Webpage. On July 18, 2023, by the 2:00 pm bid deadline, the City Clerk received two (2) sealed bids. After confirming that there were no objections made and that there were no challenges to the public opening process, the sealed bids were opened and read aloud by the City Clerk. The City Clerk then prepared a Bid Tabulation form, and the Public Works Department prepared a Bid Evaluation form (including applicable taxes, labor, equipment, material, and fees), resulting in the initial determination that Stellar J Corporation’s Bid was a qualified, responsible, and responsive bid. The final bid amounts were as follows:

<i>Name of Contractor</i>	<i>Bid Total</i>
Prospect Construction	\$17,897,447.64
Stellar J Corporation	\$14,887,944.28

On July 19, 2023, the City’s Public Works Department Staff completed the MRSC Mandatory Bidder Responsibility Checklist and confirmed that Stellar J Corporation’s bid was a qualified, responsible, and responsive bid. The Public Works Department also reviewed all materials and confirmed that the bidding requirements for this public work have been followed.

Recommendation: Staff recommends that the City Council adopt a Resolution Authorizing the Mayor to execute a contract with Stellar J Corporation for the Marina Pump Station Improvements Project for the in the amount of \$14,887,944.28 (applicable tax included).

Relationship to Comprehensive Plan: Chapter 7: Utilities

Motion for Consideration: I move to adopt a Resolution authorizing the Mayor to execute a contract in a form acceptable to the City Attorney with Stellar J Corporation for the Marina Pump Station Improvements Project in the amount of \$14,887,944.28 (applicable tax included).

Fiscal Impact: Currently there is funding in the amount of 16M available for the project. This is comprised of the Department of Ecology 2019 Water Quality Combined Financial Assistance Program Loan and other local funding. This project is included in the 2023-2024 Budget. (433.05.594.35.60

Alternatives: Do not approve and provide further guidance

Attachments: Resolution, Contract

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AWARDED THE CONTRACT FOR THE MARINA PUMP STATION IMPROVEMENTS PROJECT TO STELLAR J CORPORATION, AND DOCUMENTING PROCUREMENT PROCEDURES.

WHEREAS, the City identified a need for capacity and redundancy/reliability improvements at the Marina Pump Station, and the City Council authorized the design of the Marina Pump Station Improvement Project (the "Project") to address these issues; and

WHEREAS, following design, pursuant to the City's Procurement Policies and Procedures, Resolution No. 036-22, as amended, Section 5 Bid Procedures, the City's Public Works Department, in coordination with the City's design consultant, prepared an Invitation to Bid (ITB) for the Project; and

WHEREAS, the ITB was advertised in the Kitsap Sun and Daily Journal of Commerce on June 9, 2023, and June 16, 2023, and on June 9, 2023, the ITB and associated bid documents were uploaded to the Washington Builder's Exchange and the City's Webpage for the Project; and

WHEREAS, on July 18, 2023, by the 2:00 pm bid deadline, the City Clerk received two (2) sealed bids; and

WHEREAS, after confirming that there were no objections made and that there were no challenges to the public opening process, the sealed bids were opened and read aloud by the City Clerk; and

WHEREAS, the City Clerk prepared a Bid Tabulation form, and the Public Works Department prepared a Bid Evaluation form, resulting in an initial determination that Stellar J Corporation provided the presumed lowest qualified, responsible, and responsive bid; and

WHEREAS, on July 19, 2023, the City's Public Works Department completed the MRSC Mandatory Bidder Responsibility Checklist for Stellar J Corporation, and confirmed that Stellar J Corporation submitted a qualified, responsible, and responsive bid, and further confirmed that all applicable bidding procedures were followed for this Project; and

WHEREAS, the Port Orchard City Council, at the 2015 recommendation of the State Auditor's Office, wishes to document their selection/procurement process as described above for this particular contract by Resolution; now, therefore,

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

THAT: It is the intent of the Port Orchard City Council that the recitals set forth above are hereby adopted and incorporated as findings in support of this Resolution.

THAT: The City Council authorizes the Mayor to execute a contract in a form that is acceptable to the City Attorney with Stellar J Corporation for the Marina Pump Station Improvements Project. The Mayor is authorized to take all actions necessary consistent with this authorization to effectuate this approval.

THAT: The Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage on this 8th day of August 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

CONTRACT C059-23

**CITY OF PORT ORCHARD
MARINA PUMP STATION IMPROVEMENTS
PUBLIC WORKS PROJECT NUMBER 2023-013**

THIS CONTRACT ("Contract") is made and entered into this 8th day of August, 2023, by and between the City of Port Orchard, a municipality incorporated and existing under the laws of the State of Washington, hereinafter called the "City," and Stellar J Corporation, hereinafter called the "Contractor."

WITNESSETH:

I. General Provisions.

A. Description of Work.

The Contractor, in consideration of the covenants, agreements and payments to be performed and made by the City, hereby covenants and agrees to furnish all labor, tools, materials, equipment and supplies required for, and to execute, construct and finish in full compliance with the Contract Documents, **Marina Pump Station Improvements**. The Contractor further agrees to perform all such work for the Contract Price stated in the Contractor's Bid Proposal dated July 18, 2023, attached hereto and incorporated herein by this reference as if set forth in full. Contractor further represents that the services furnished under this Agreement will be performed in accordance with and as described in the attached plans and specifications and with the Port Orchard Municipal Code, the City's Public Works Standards, which includes (but is not limited to) the 2021 edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (which shall apply except where noted otherwise). All of these standards are by this reference incorporated herein and made a part hereof. Contractor further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time such services are performed.

The Contract Documents include:

Exhibit A -a confirmed copy of the Proposal made by the Contractor on July 18, 2023, together with the Instructions to Bidders.

Exhibit B – The Project Manual for the **Marina Pump Station Improvements Project**.

Exhibit C – Retainage Options

All Exhibits to this Contract are by this reference incorporated herein and made a part hereof as if set forth in full.

B. Time of Completion.

Time is of the essence of this Contract. It is agreed that the work covered by this Contract shall start within 14 calendar days after Notice to Proceed is issued and that all construction shall be complete within **450 working days** after the Notice to Proceed Date.

C. Liquidated Damages.

It is further agreed that the City will suffer damage and be put to additional expense in the event that the Contractor shall not have the specified portions of the work completed in all its parts in the time specified, and as it may be difficult to accurately compute the amount of such damage, the Contractor expressly covenants and agrees to pay to the City liquidated damages, the sum as calculated by the equation shown in Section 1-08.9 of the WSDOT Standard Specifications, for each and every working day said work is not complete beyond the time shown in the Proposal.

II. Non-Discrimination.

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to compliance with the following Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Title VI of the Civil Rights Act of 1964

The City of Port Orchard, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 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, must affirmatively ensure that its contracts comply with these regulations.

Also, in accordance with Title VI, the City is required to include the following clauses in every contract subject to Title VI and its related regulations.

Therefore, during the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during this Contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including

procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth herein, including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, **including** procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the Non-discrimination provisions of this Contract, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding payments to the Contractor under the Contract until the Contractor complies; and/or
 2. cancelling, terminating, or suspending the Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

III. Public Records Act Chapter 42.56 RCW

Contractor understands that her/his bid response documents, and any contract documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose such documents upon a request. Contractor acknowledges that they have been advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Contractor, may elect to give notice to Contractor of the request so as to allow Contractor to seek a protective order from a Court. Contractor acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

IV. Termination

The City may terminate this contract for cause or for convenience.

1. **Termination for Cause.** The City may, upon 7 days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for cause upon the occurrence of any one or more of the following events: Contractor fails to complete the work or any portion thereof with sufficient diligence to ensure substantial completion of the work within the contract time; Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; Contractor fails in a material way to replace or correct work not in conformance with the Contract Documents, Contractor repeatedly fails to supply skilled workers or proper materials or equipment; Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or Contractor is otherwise in material breach of any provision of the contract. Upon termination, the City may, at its option, take possession of or use all documents, materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the work, and finish the work by whatever other reasonable method it deems expedient.
2. **Termination for Convenience.** The City may, upon written notice, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for the convenience of the City.
3. **Settlement of Costs.** If the City terminates for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments.

V. Corporate Surety Bond

With this Contract, Contractor is furnishing a Corporate Surety Bond in the amount of

Fourteen Million eight hundred eighty-seven thousand nine hundred forty-four and 28/100 Dollars (\$ 14,887,944.28) with Liberty Mutual Insurance Company as Surety, to ensure full compliance, execution and performance of this Contract by the Contractor in accordance with all its terms and provisions.

VI. Independent Contractor.

The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

VII. Employment of State Retirees.

The City is a "DRS-covered employer" which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Contractor's employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Contractor is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Contractor shall determine whether any of its employees providing services to the City or any of the Contractor's owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Contractor. Contractor shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys' fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Contractor's failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

VIII. Changes.

The City may issue a written change order for any change in the Contract work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the Notice provision section of this Agreement, within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section IX entitled, "Claims," below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

IX. Claims. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

A. **Notice of Claim.** Provide a signed written notice of claim that provides the following information:

1. The date of the Contractor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

B. **Records.** The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. **Contractor's Duty to Complete Protested Work.** In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.

D. **Failure to Protest Constitutes Waiver.** By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. **Failure to Follow Procedures Constitutes Waiver.** By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

X. Limitation Of Actions.

CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

XI. Warranty.

Upon acceptance of the contract work, Contractor must provide the City a two-year warranty bond in the amount of twenty percent (20%) of the contract price a form and amount acceptable to the City. The Contractor shall correct all defects in workmanship and materials within two (2) years from the date of the City's acceptance of the Contract work, including replacing vegetation that fails to thrive. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) additional year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

XII. Indemnification.

Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Contractor's performance of this Agreement, except for that portion of the injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, 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, agents 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. The parties further acknowledge that they have mutually negotiated this waiver.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

XIII. Insurance.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representative, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility

of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$10,000,000 each occurrence, \$10,000,000 general aggregate and a \$10,000,000 products-completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

E. Waiver of Subrogation. The Contractor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extend covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

H. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request the City, the Contractor shall provide evidence of such insurance.

XIV. WORK PERFORMED AT CONTRACTOR'S RISK. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XV. Miscellaneous Provisions.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Kitsap County Superior Court, Kitsap County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Agreement.

C. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the

addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.

F. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

G. Compliance with Laws. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

H. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed.

CITY OF PORT ORCHARD

By: _____
Robert Putaansuu, Mayor

CONTRACTOR

By:  _____
Jeff Carlsen

Title: President

Address: 1363 Down River Drive
Woodland, WA. 98674

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte Archer, City Attorney

NOTICES TO BE SENT TO:

CONTRACTOR:

NAME Stellar J Corporation
ADDRESS 1363 Down River Drive
Woodland, WA. 98674
TELEPHONE 360-225-4663
Email jeffcarlsen@stellarj.com

CITY

Name: Robert Putaansuu, Mayor
216 Prospect Street,
Port Orchard, WA 98366
TELEPHONE: 360 876-4407
EMAIL: Cityclerk@portorchardwa.gov

With a copy to the City Clerk at the same address

EXHIBIT C

5% RETAINAGE INVESTMENT OPTION¹

Contractor: Stellar J Corporation

Project Name: **MARINA PUMP STATION IMPROVEMENTS**

Date: August 8th, 2023 Project Number: **PW2023-013**

Pursuant to RCW 60.28.010, as amended, you may exercise an option as to how the 5% retainage under this contract will be invested. Please complete and sign this form indicating your preference. If you fail to do so you will miss the benefit of any interest earned. Select one of the following options:

- ☐ 1. **Savings Account:** Money will be placed in an interest-bearing account. The interest will be paid to you directly, rather than kept on deposit. If this is your choice, then please complete attached *SAVINGS ACCOUNT AGREEMENT*. Please state the name of your bank.

Bank: _____

- ☐ 2. **Escrow/Investments:** The City will deliver retainage checks to a selected bank, pursuant to an escrow agreement. The bank will then invest the funds in securities or bonds selected by you, and interest will be paid to you as it accrues. If this is your choice then please complete attached *ESCROW AGREEMENT*.

Preferred Bank: _____

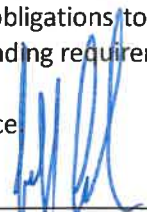
Securities/Bonds: _____

- ☐ 3. **Guarantee Deposit:** Retainage will be held by the City. No interest is payable to the Contractor

Retainage is normally released 45 days after final acceptance of the work or following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be longer, due to its seasonal nature. However, if this project is subject to grant funding, then the retainage may also be held until such time as the Contractor meets its obligations to the City to provide required information and documentation for compliance with the grant funding requirements.

State law allows for limited early release of retainage in certain circumstances

Stellar J is submitting a retainage bond



Contractor's Signature Jeff Carlsen
President
Title

¹ If the Contractor opts to post a retainage bond under RCW 60.28.011, such bond shall be in a form acceptable to the City, shall be with a surety with a minimum of A.M. Best financial strength rating of a minimum of A-.

SAVING ACCOUNT AGREEMENT

N/A

TO BANK: _____ SAVINGS ACCOUNT NO: _____

BANK'S ADDRESS: _____

AGENCY: CITY OF PORT ORCHARD
216 Prospect Street
Port Orchard WA 98366

CONTRACT NO: _____

PROJECT TITLE: _____

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF PORT ORCHARD, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be placed by you in an interest-bearing savings account.
2. When and as interest on the savings account accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the principal held by you pursuant to this agreement, except in accordance with written instruction from the AGENCY. Compliance with such instructions shall relieve you of any further liability related thereto.
4. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any moneys placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR, whereupon you shall be granted a first lien upon such moneys released and shall be entitled to reimburse yourself from such moneys for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the moneys held by you hereunder, or in the event that the conditions of this agreement are not promptly fulfilled, or that you are required to render any service not provided for in these

instructions, or that there is any assignment of the interests of this agreement, or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

5. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
6. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY. You are not a party to nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
7. The foregoing provisions shall be binding upon the assigns, successors, personal representative and heir of the Parties hereto.

Contractor

CITY OF PORT ORCHARD
Agency

BY: _____

BY: _____

Title: _____

Date: _____

Date: _____

Address: _____

The above savings account agreement and instruction received and accepted this _____ day of _____, 20__

Bank Name

Authorized Bank Officer

ESCROW AGREEMENT

TO BANK: _____ ESCROW NO.: _____

BANK'S ADDRESS: _____

AGENCY: CITY OF PORT ORCHARD
216 Prospect Street
Port Orchard WA 98366

CONTRACT NO.: _____

PROJECT TITLE: _____

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF PORT ORCHARD, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the CONTRACTOR, bonds or other securities chosen by the CONTRACTOR and approved by the AGENCY. Attached is a list of such bonds, or other securities approved by the AGENCY. Other bonds or securities, except stocks may be selected by the CONTRACTOR, subject to express written approval of the AGENCY. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the AGENCY as provided in Paragraph 4 of this Escrow Agreement.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities,

or the negotiation of the AGENCY'S warrants) except in accordance with written instructions from the AGENCY. Compliance with such instruction shall relieve you of any further liability related thereto.

4. In the event the AGENCY orders you to do so in writing, you shall within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other moneys held by you hereunder, to the AGENCY.

5. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

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

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

The foregoing provision shall be binding upon the assigns, successors, personal representative, and heir of the Parties hereto.

Stellar J Corporation CITY OF PORT ORCHARD
Contractor *Agency*

By: _____ By: _____
Title: Jeff Carlsen/President
Date: _____ Date: _____
Address: 1363 Down River Drive, Woodland, WA. 98674

The above escrow agreement and instruction received and accepted this _____ day of _____, 20__.

Bank Name

Authorized Bank Officer

SECURITIES AUTHORIZED BY AGENCY

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

PERFORMANCE AND PAYMENT BOND

CITY OF PORT ORCHARD
MARINA PUMP STATION IMPROVEMENTS PROJECT
PUBLIC WORKS PROJECT NO. PW2023-013
Bond to City of Port Orchard, Washington
Bond No. 023227858

We, Stellar J Corporation, and Liberty Mutual Insurance Company
(Principal) (Surety)

a Massachusetts Corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Port Orchard, Washington ("Owner"), in the penal sum of Fourteen Million Eight Hundred Eighty-Seven Thousand Nine Hundred Forty-Four and 28/100-- Dollars (\$ 14,887,944.28--), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Performance Bond is provided to secure the performance of Principal in connection with a contract dated August 8, 2023, between Principal and Owner for a project entitled ("Project") - Public Works Project No. 2023-013 ("Contract"). The initial penal sum shall equal 100 percent of the Total Bid Price, including all applicable state sales tax, as specified in the Proposal submitted by Principal.

NOW, THEREFORE, this Performance and Payment Bond shall be satisfied and released only upon the condition that Principal:

Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;

Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material-persons, and all other persons or agents who supply labor, equipment, or materials to the Project;

Pays the taxes, increases and penalties incurred on the Project under Titles 50, 51 and 82 RCW on: (A) Projects referred to in RCW 60.28.011(1)(b); and/or (B) Projects for which the bond is conditioned on the payment of such taxes, increases and penalties; and

Posts a two-year warranty/maintenance bond to secure the project. Such bond shall be in the amount of twenty percent (20%) of the project costs.

Provided, further that this bond shall remain in full force and effect until released in writing by the City at the request of the Surety or Principal.

The surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect

loss resulting from the failure:

Of the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract, or

Of the Principal (or any subcontractor or lower tier subcontractor of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work.

The liability of Surety shall be limited to the penal sum of this Performance and Payment Bond.

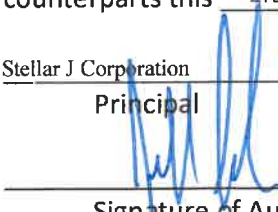
No change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any way affect Surety's obligation on the Performance Bond. Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the Work, with the exception that Surety shall be notified if the Contract time is extended by more than twenty percent (20%).

If any modification or change increases the total amount to be paid under the Contract, Surety's obligation under this Performance and Payment Bond shall automatically increase in a like amount. Any such increase shall not exceed twenty-five percent (25%) of the original amount of the Performance and Payment Bond without the prior written consent of Surety.

This Performance and Payment Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in Kitsap County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this 27th day of July, 20 23.

Stellar J Corporation
Principal


Signature of Authorized Official

Jeff Carlsen, President
Printed Name and Title

Name and address of local office of
Agent and/or Surety Company:

Liberty Mutual Insurance Company

Surety


Signature of Authorized Official

By Roger Kaltenbach
Attorney in Fact (Attach Power of Attorney)



Parker Smith & Feek

2233 112th Avenue N.E.

Bellevue, WA 98004

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

ACKNOWLEDGEMENT
Corporation, Partnership, or Individual

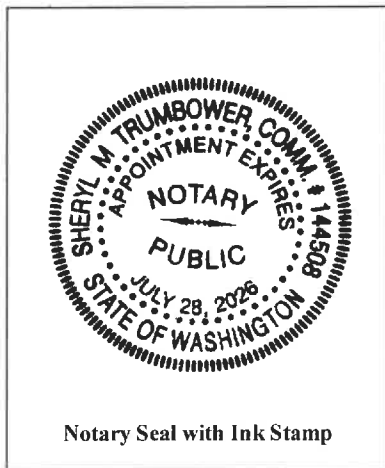
STATE OF Washington)
)ss.
COUNTY OF Cowlitz)

On this 27th day of July, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jeff Carlsen, to me known to be the (check one of the following boxes):

- ☒ President of Stellar J Corporation, the corporation,
☐ _____ of _____, the partnership,
☐ individual,

that executed the foregoing instrument to be the free and voluntary act and deed of said ☐ corporation, ☐ partnership, ☐ individual for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Sheryl M Trumbower
Print or type name Sheryl M Trumbower

NOTARY PUBLIC,
in and for the State of Washington

Residing at Woodland

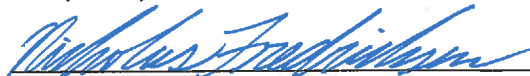
My Commission expires: July 28, 2026

SURETY ACKNOWLEDGEMENT

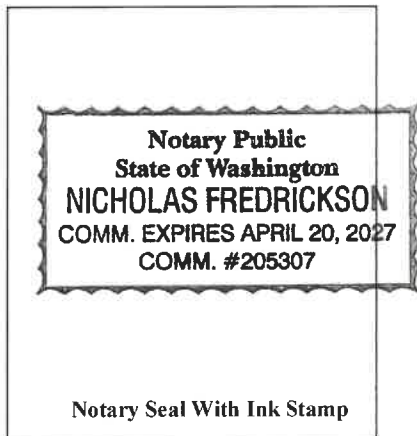
STATE OF Washington)
)ss.
COUNTY OF King)

On this 27th day of July, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Roger Kaltenbach, to me known to be the Attorney-in-Fact of Liberty Mutual Insurance Company, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.


Print or type name Nicholas Fredrickson

NOTARY PUBLIC,
in and for the State of Washington
Residing Bellevue, WA
My Commission expires: 04/20/2027





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210462-023001**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alec Gumpfer, Andrew Kerslake, Andrew P. Larsen, Deanna M French, Derek Sabo, Elizabeth R. Hahn, Guy Armfield, Jana M. Roy, John Claeys, Katelyn Cooper, Mindee L. Rankin, Nicholas Fredrickson, Roger Kaltenbach, Scott Fisher, Scott Garcia, Scott McGilvray, Susan B. Larson of Bellevue, WA; Ronald J. Lange, Charla M. Boadle, Jennifer Barret of Spokane, WA; Charles W. Floberg, Drew D. Neessen, James Hamlin, John M. Miller, Mason M. Marks, Michael S. Cranston, Nicholas Warren, William M. Smith, Gregory C. Ryerson of Portland, OR; Abbie A. Bonney, Sandy L. Boswell, Janie Ma, Marie I. Matetich, Sharon Pope, Brenda S. Nolin all of the city of Anchorage state of AK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of July, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of July, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of July, 2023.



By:

Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CITY OF PORT ORCHARD
MAINTENANCE/WARRANTY BOND

NOTE: This form must be completed at Contract Completion. Before the Performance Bond or the retainage can be released, the City must receive the two year Maintenance /Warranty Bond

Project #:PW2023-013

Surety Bond #: _____

Date Posted: _____

Expiration Date: _____

RE: Project Name: _____
Owner/Developer/Contractor: _____
Project Address: _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____ (hereinafter called the "Principal"), and _____, a corporation organized under the laws of the State of _____, and authorized to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of Port Orchard, Washington, in the sum of _____ dollars (\$_____) 20% of the total contract amount, lawful money of the United States of America, for the payment of which sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has constructed and installed certain improvements on public property in connection with a project as described above within the City of Port Orchard; and

WHEREAS, the Principal is required to post a bond for the twenty-four (24) months following written and final acceptance of the project in order to provide security for the obligation of the Principal to repair and/or replace said improvements against defects in workmanship, materials or installation during the twenty-four (24) months after written and final approval/acceptance of the same by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to the City. It is understood and agreed that this obligation shall continue in effect until released in writing by the City, but only after the Principal has performed and satisfied the following conditions:

A. The work or improvements installed by the Principal and subject to the terms and conditions of this Bond are as follows: (insert complete description of work here)

B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed and leave the same in as good condition or better as it was before commencement of the work.

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four (24) months from the date of approval/acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.

F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder.

G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this bond shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this bond shall be in Kitsap County Superior Court.

H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this _____ day of _____, 20__.

SURETY COMPANY
(Signature must be notarized)

By: _____
Its: _____

Business Name: _____
Business Address: _____
City/State/Zip Code: _____
Telephone Number: _____

DEVELOPER/OWNER
(Signature must be notarized)

By: _____
Its: _____

Business Name: _____
Business Address: _____
City/State/Zip Code: _____
Telephone Number: _____

CHECK FOR ATTACHED NOTARY SIGNATURE

Developer/Owner (Form P-1)

Surety Company (Form P-2)

FORM P-1 / NOTARY BLOCK

(Developer/Owner)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____

My Commission expires: _____

FORM P-2/NOTARY BLOCK

(Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

PROPOSAL

CITY OF PORT ORCHARD MARINA PUMP STATION IMPROVEMENTS PROJECT NO. PW 2023-013

To: Mayor and City Council
City of Port Orchard, Washington

Contractor: Stellar J Corportaion

State License No.: STELLJC045J9

Date: 07/18/2023

Month/Day/Year

Bidder's Declaration and Understanding

The Bidder declares that they have carefully examined the Contract Documents for the construction of the project, that they have personally inspected the site, that they have satisfied themselves as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal. The Bidder further declares that they have exercised their own judgment regarding the interpretation, of subsurface information and have utilized all data, which they believe pertinent from City and other sources and have made such independent investigations as the Bidder deems necessary in arriving at their conclusions.

Bidder understands that any bid response documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose bid responses upon a request. Bidder acknowledges that they have been advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Bidder may elect to give notice to Bidder of the request so as to allow Bidder to seek a protective order from a Court. Bidder acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

Contract Execution

The Bidder agrees that if this Proposal is accepted, the bidder will, within fourteen (14) calendar days after Notice of Award, complete and sign the Contract in the form annexed hereto, and will at that time deliver to the City executed copies of the Performance Bond, Labor and Material Payment bond, the Certificate of Insurance, and other documentation required by the Contract Documents, and will, to the extent of the Proposal, furnish all machinery, tools, apparatus and other means of construction

Rev 1/29/18 by SEC
City of Port Orchard

Marina Pump Station Improvements, Permit #PW23-011, PW23-012, Project #PW2023-013
SRF Project No. WQC-2019-PoOrPW-00025

Contract Documents

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LD-14S

Proposal

and do the work and furnish all the materials or services necessary to complete all work as specified or indicated in the Contract Documents.

Start of Construction and Contract Completion

The Bidder further agrees that within 14 calendar days of CONTRACT START DATE, they will meet with engineering personnel and complete the construction within **450** working days of the START DATE.

Lump Sum and Unit Price Work

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on lump sum and unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor, services, and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

If any material, item, or service required by the Contract Documents has not been mentioned specifically, the same shall be furnished and placed with the understanding that the full cost to the City has been merged with prices named in the proposal.

Rev 1/29/18 by SEC
City of Port Orford

Marina Pump Station Improvements, Permit #PW23-011, PW23-012, Project #PW2023-013
SRF Project No. WQC-2019-PoOrPW-00025
Contract Documents
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LD-158

SCHEDULE OF CONTRACT PRICES
MARINA PUMP STATION IMPROVEMENTS PROJECT
PROJECT NO. PW2023-013

NOTE: Unit prices for all items and the total amount bid must be shown. The Project must be bid in its entirety, including all bid items as specifically listed in the Proposal, in order to be considered a responsive bid. Where conflict occurs between the unit price and the total amount named for any items, the unit price typed or printed and entered in ink shall prevail. The Contracting Agency reserves the right to award all work bid according to the lowest qualified responsive bid tendered, available funds, and as it best serves the interest of the Contracting Agency. All work awarded will be made to the same Contractor/bidder.

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
Base Bid					
1	Lump Sum	DIV. 18	Mobilization, Demobilization, Site Preparation, and Cleanup (10% Max of Total)	LS \$	\$
				\$ 800,000. ⁰⁰	800,000. ⁰⁰
			\$ Eight hundred thousand dollars and no cents		
			(Total Amount in Words)		
2	Lump Sum	DIV. 18	Type B Progress Schedule	LS \$ 25,000. ⁰⁰	25,000. ⁰⁰
			Twenty five thousand dollars and no cents		
			(Total Amount in Words)		
3	Lump Sum	DIV. 18	Trench Safety and Shoring	LS \$ 1,050,000. ⁰⁰	\$ 1,050,000. ⁰⁰
			one million, fifty thousand dollars and no cents		
			(Total Amount in Words)		
4	Lump Sum	DIV. 18	Dewatering	LS \$ 400,000. ⁰⁰	\$ 400,000. ⁰⁰
			Four hundred thousand dollars		
			(Total Amount in Words)		
5	Lump Sum	DIV. 18	Temporary Bypass Pumping System	LS \$ 600,000. ⁰⁰	\$ 600,000. ⁰⁰
			\$ Six hundred thousand dollars		
			(Total Amount in Words)		
6	Lump Sum	DIV. 18	Temporary Erosion and Sedimentation Control	LS \$ 25,000. ⁰⁰	\$ 25,000. ⁰⁰
			\$ Twenty five thousand dollars and no cents		
			(Total Amount in Words)		

Rev 1/29/18 by SEC
 City of Portland

Marina Pump Station Improvements, Permit #PW23-011, PW23-012, Project #PW2023-013
 SRF Project No. WQC-2019-PoOrPW-00025
 Contract Documents
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LD-16S

Schedule of Contract Prices

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
7	Lump Sum	DIV. 18	Earthwork	LS \$ <u>650,000.00</u>	\$ <u>650,000.00</u> <u>\$ Six hundred fifty thousand dollars and no cents</u> (Total Amount in Words)
8	400 CY	DIV. 18	Unscheduled Excavation	CY \$ <u>125.00</u>	\$ <u>50,000.00</u> <u>\$ Fifty thousand dollars and no cents</u> (Total Amount in Words)
9	225 LF	DIV. 18	12-inch Water Main	LF \$ <u>345.00</u>	\$ <u>77,625.00</u> <u>\$ Seventy Seven thousand, six hundred twenty five</u> (Total Amount in Words) <u>dollars and no cents</u>
10	235 LF	DIV. 18	8-inch Water Main	LF \$ <u>275.00</u>	\$ <u>64,625.00</u> <u>\$ Sixty four thousand, six hundred twenty five</u> (Total Amount in Words) <u>dollars and no cents</u>
11	30 LF	DIV. 18	6-inch Water Main	LF \$ <u>385.00</u>	\$ <u>11,550.00</u> <u>\$ Eleven thousand five hundred fifty dollars</u> (Total Amount in Words) <u>and no cents</u>
12	7 EA	DIV. 18	12-inch Gate Valves	EA \$ <u>3,500.00</u>	\$ <u>24,500.00</u> <u>\$ Twenty four thousand, five hundred dollars</u> (Total Amount in Words) <u>and no cents</u>
13	1 EA	DIV. 18	8-inch Gate Valves	EA \$ <u>1,875.00</u>	\$ <u>1,875.00</u> <u>\$ One thousand eight hundred seventy five</u> (Total Amount in Words) <u>dollars and no cents</u>
14	Lump Sum	DIV. 18	Site Work, Site Utilities, and Sewer Force Mains	LS \$ <u>450,000.00</u>	\$ <u>450,000.00</u> <u>\$ Four hundred fifty thousand dollars</u> (Total Amount in Words) <u>and no cents</u>
15	1,220 SF	DIV. 18	Concrete Sidewalk including Curb	SF \$ <u>50.00</u>	\$ <u>61,000.00</u> <u>\$ Sixty one thousand dollars and</u> (Total Amount in Words) <u>no cents</u>

Rev 1/29/18 by SEC

City of Port Orchard

Marina Pump Station Improvements, Permit #PW23-011, PW23-012, Project #PW2023-013

SRF Project No. WQC-2019-PoOrPW-00025

Contract Documents

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10684935.1 - 366922 - 0009

LD-17S

Schedule of Contract Prices

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
16	100 CY	DIV. 18	Concrete Plaza and Walkway	CY \$ 1,500.00	\$ 150,000.00
			<u>One hundred fifty thousand dollars and</u> (Total Amount in Words) <u>no cents</u>		
17	Lump Sum	DIV. 18	Landscaping and Restoration	LS \$ 225,000.00	\$ 225,000.00
			<u>Two hundred twenty five thousand dollars</u> (Total Amount in Words) <u>and no cents</u>		
18	Lump Sum	DIV. 18	Structural – Below-Grade Emergency Storage Structure	LS \$ 1,300,000.00	\$ 1,300,000.00
			<u>One million, three hundred thousand dollars</u> (Total Amount in Words) <u>and no cents</u>		
19	Lump Sum	DIV. 18	Structural – Pump Station and Wetwell Improvements	LS \$ 750,000.00	\$ 750,000.00
			<u>Seven hundred fifty thousand dollars</u> (Total Amount in Words) <u>and no cents</u>		
20	Lump Sum	DIV. 18	Structural – Wetwell Rehabilitation	LS \$ 75,000.00	\$ 75,000.00
			<u>Seventy five thousand dollars and</u> (Total Amount in Words) <u>no cents</u>		
21	Lump Sum	DIV. 18	Structural – Above-Grade Multi-Use Facility	LS \$ 1,175,000.00	\$ 1,175,000.00
			<u>One million one hundred seventy five thousand</u> (Total Amount in Words) <u>dollars</u>		
22	Lump Sum	DIV. 18	Structural – Valve Vault	LS \$ 275,000.00	\$ 275,000.00
			<u>Two hundred seventy five thousand dollars</u> (Total Amount in Words) <u>and no cents</u>		
23	Lump Sum	DIV. 18	Structural - Generator	LS \$ 175,000.00	\$ 175,000.00
			<u>One hundred seventy five thousand dollars</u> (Total Amount in Words) <u>and no cents</u>		
24	Lump Sum	DIV. 18	Mechanical – Emergency Storage	LS \$ 50,000.00	\$ 50,000.00
			<u>Fifty thousand dollars and no</u> (Total Amount in Words) <u>cents</u>		

Rev 1/29/18 by SEC

City of Port Orchard

Marina Pump Station Improvements, Permit #PW23-011, PW23-012, Project #PW2023-013

SRF Project No. WQC-2019-PoOrPW-00025

Contract Documents

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LD-18S

Schedule of Contract Prices

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
25	Lump Sum	DIV. 18	Mechanical – Pump Station	LS \$ 1,500,000.00	1,500,000.00
			<u>\$ One million five hundred thousand</u> (Total Amount in Words) <u>dollars</u>		
26	Lump Sum	DIV. 18	Mechanical – Above-Grade Multi-Use Facility	LS \$ 650,000.00	\$ 650,000.00
			<u>\$ Six hundred fifty thousand</u> (Total Amount in Words) <u>dollars and no cents</u>		
27	Lump Sum	DIV. 18	Mechanical – Valve Vault	LS \$ 325,000.00	\$ 325,000.00
			<u>\$ Three hundred twenty five thousand</u> (Total Amount in Words) <u>dollars and no cents</u>		
28	Lump Sum	DIV. 18	Heating, Ventilation, and Air Conditioning	LS \$ 300,000.00	\$ 300,000.00
			<u>\$ Three hundred thousand</u> (Total Amount in Words) <u>dollars and no cents</u>		
29	Lump Sum	DIV. 18	Existing Facility Demolition	LS \$ 300,000.00	\$ 300,000.00
			<u>\$ Three hundred thousand</u> (Total Amount in Words) <u>dollars and no cents</u>		
30	Lump Sum	DIV. 18	Control Structure Retrofit	LS \$ 75,000.00	\$ 75,000.00
			<u>\$ Seventy five thousand</u> (Total Amount in Words) <u>dollars and no cents</u>		
31	Lump Sum	DIV. 18	Electrical	LS \$ 1,250,000.00	\$ 1,250,000.00
			<u>\$ One million two hundred fifty thousand</u> (Total Amount in Words) <u>dollars</u>		
32	Lump Sum	DIV. 18	Automatic Control	LS \$ 650,000.00	\$ 650,000.00
			<u>\$ Six hundred fifty thousand</u> (Total Amount in Words) <u>dollars</u>		
33	Lump Sum	DIV. 18	Record Drawings and O&M Manuals	LS \$	\$ 5,000
			<u>\$ Five Thousand Dollars</u> (Total Amount in Words)		

Rev 1/29/18 by SEC
City of Port Orchard

Marina Pump Station Improvements, Permit #PW23-011, PW23-012, Project #PW2023-013
SRF Project No. WQC-2019-PoOrPW-00025
Contract Documents
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10684935.1 ~ 366922 – 0009

LD-19S

Schedule of Contract Prices

Addendum 1

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
34	Force Account	DIV. 18	Minor Change	DOL \$	\$ 100,000
				<u>\$ One Hundred Thousand Dollars</u> (Total Amount in Words)	

Total Base Bid

\$13,621,175.00

Tax 9.3%

\$1,210,769.28 ✓

TOTAL BID

\$14,887,944.28
✓

SALES TAX

Retailing/Retail Sales Tax Rule WAC 458-20-170: Washington State Retail sales tax added as percent (%) in addition to contract bid price; sales tax shown as separate line item.

Rev 1/29/18 by SEC

City of Port Orchard

Marina Pump Station Improvements, Permit #PW23-011, PW23-012, Project #PW2023-013

SRF Project No. WQC-2019-PoOrPW-00025

Contract Documents

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LD-20S

Schedule of Contract Prices

STATE OF Woodland)
)ss.
COUNTY OF Cowlitz)

I certify that I know or have satisfactory evidence that Jeff Carlsen signed this proposal, on oath stated that they are authorized to execute the proposal and acknowledged it as the President (title) of Stellar J Corporation (name of party on behalf of whom proposal was executed) and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this proposal.

Dated this 18 day of July, 2023.



Sheryl M Trumbower
Notary Public

Sheryl M Trumbower

Printed Name

My Commission Expires:
July 28, 2026

Rev 1/29/18 by SEC

City of Port Orchard

Marina Pump Station Improvements, Permit #PW23-011, PW23-012, Project #PW2023-013

LD-22S

SRF Project No. WQC-2019-PoOrPW-00025

Contract Documents

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The undersigned Bidder hereby agrees to start construction on this project, if awarded, no later than fourteen (14) calendar days after Notice to Proceed and to complete the project within the time stipulated in the Contract. By signing below, Bidder acknowledges receipt of the following Addenda to the Bid Documents:


**CITY OF PORT ORCHARD
MARINA PUMP STATION
IMPROVEMENTS
PUBLIC WORKS PROJECT NO. PW 2023-013**

1	07/06/2023	2	07/13/2023
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt

NOTE: Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and Owner reserves the right to determine whether the bid will be disqualified.

By signing below, Bidder certifies that they have reviewed the insurance provisions of the Bid Documents and will provide the required coverage.

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the Bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:	
"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct."	
Signature: 	Date: 07/18/2023
Printed Name and Title: Jeff Carlsen	Location or Place Executed (City, State): Woodland, Washington
Business Address: 1363 Down River Drive Woodland, WA 98674	Business Telephone: 360-225-7996

NOTES: If the Bidder is a co-partnership, give firm name under which business is transacted; proposal must be executed by a partner. If the Bidder is a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign).

Rev 1/29/18 by SEC

City of Port Orchard

Marina Pump Station Improvements, Permit #PW23-011, PW23-012, Project #PW2023-013

SRF Project No. WQC-2019-PoOrPW-00025

Contract Documents

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LD-218

Schedule of Contract Prices

RETAINAGE BONDBond No. 023227859

KNOW ALL MEN BY THESE PRESENTS, that Stellar J Corporation
as Principal authorized to do business in the State of Washington and _____
Liberty Mutual Insurance Company
as Surety, a corporation organized and existing under the laws of the State of Massachusetts
and authorized to transact business in the State of Washington as Surety, are jointly and severally held
and bound unto City of Port Orchard as Obligee in the penal sum of
Seven Hundred Forty-four Thousand Three Hundred Ninety-seven & 21/100
Dollars (\$ 744,397.21), which is
5% of the Principal's bid.

WHEREAS, on the 8th day of August, 2023 the said
Principal, herein, executed a contract with the Obligee, for _____
Marina Pump Station Improvements, Public Works Project No. PW2023-013, Contract C059-23

WHEREAS, said contract and RCW 60.28 require the Obligee to withhold from the Principal the sum
of 5% from monies earned on estimates during the progress of the construction, hereinafter referred to as
earned retained funds.

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

NOW, THEREFORE, the condition of this obligation is such that the Principal and Surety are held and
bound unto the beneficiaries of the trust fund created by RCW 60.28 in the penal sum of 5% of the final
contract cost which shall include any increases due to change orders, increases in quantities of work or
the addition of any new item of work. If the Principal shall use the earned retained funds, which will not be
retained, for the trust fund purposes of RCW 60.28, then this obligation shall be null and void; otherwise, it
shall remain in full force and effect. This bond and any proceeds therefrom shall be made subject to all claims
and liens and in the same manner and priority as set forth for retained percentages in RCW 60.28.

PROVIDED HOWEVER, that:

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

WITNESS our hands this 27th day of July, 20 23



Seal No. 5690

Liberty Mutual Insurance Company

Surety


Attorney-in-Fact Roger Kaltenbach

Parker, Smith & Feek, Inc.

2233 112th Ave NE, Bellevue, WA 98004

Name and Address of Local Agent

Stellar J Corporation

Principal

By:


Jeff CarlsonPresident



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210462-023001**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alec Gumpfer, Andrew Kerslake, Andrew P. Larsen, Deanna M French, Derek Sabo, Elizabeth R. Hahn, Guy Armfield, Jana M. Roy, John Claeys, Katelyn Cooper, Mindee L. Rankin, Nicholas Fredrickson, Roger Kaltenbach, Scott Fisher, Scott Garcia, Scott McGilvray, Susan B. Larson of Bellevue, WA; Ronald J. Lange, Charla M. Boadle, Jennifer Barret of Spokane, WA; Charles W. Floberg, Drew D. Neessen, James Hamlin, John M. Miller, Mason M. Marks, Michael S. Cranston, Nicholas Warren, William M. Smith, Gregory C. Ryerson of Portland, OR; Abbie A. Bonney, Sandy L. Boswell, Janie Ma, Marie I. Matetich, Sharon Pope, Brenda S. Nolin all of the city of Anchorage state of AK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of July, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of July, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of July, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.: Business Item 7B
Subject: Adoption of a Resolution Approving a
Multifamily Housing Limited Property Tax
Exemption with Tom & Laurie, LLC

Meeting Date: August 8, 2023
Prepared by: Nicholas Bond, AICP
DCD Director
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: In 2016, the City Council adopted Ordinance 023-16, which created Chapter 3.48 POMC (Multifamily Property Tax Exemption) to further the City’s goals of encouraging additional, affordable housing in urban centers. This chapter was updated to better incentivize the types of development sought by the city and to tighten the restrictions for affordable housing. The map of designated residential targeted areas for eligible projects was updated in 2020 (Ordinance 029-20). The Multifamily Property Tax Exemption (MFTE) program exempts certain new, converted or rehabilitated multifamily developments from ad valorem property taxation (i.e. improvements to vacant land, or to existing buildings) for either 8 or 12 years from issuance of the certification of exemption, depending on whether a project will include at least 20% affordable housing.

The City has received an application from Tom Meyers, Jr. on behalf of Tom & Laurie, LLC for an MFTE agreement, for construction of 99 new apartment units in two buildings on a 2.49-acre site, located in a designated targeted area adjacent near SE Sedgwick Rd and Ramsey Rd SE. The Developer is seeking an eight-year tax exemption with structured parking in accordance with POMC 3.48.040 (3). The City Attorney has prepared a Multifamily Housing Limited Property Tax Exemption Agreement for signature by the City and Tom & Laurie, LLC, to be approved by resolution.

Relationship to Comprehensive Plan: The Ramsey MFTE Agreement implements the Policy HS-2 of the City’s Housing Element, ensuring that the City’s housing stock responds to changes in desired housing types based on demographic trends and population growth.

Recommendation: Staff recommends that the City Council approve a resolution authorizing the Mayor to accept and sign a Multifamily Housing Limited Property Tax Exemption Agreement between the City and Tom & Laurie, LLC, as presented.

Motion for consideration: “I move to adopt a resolution authorizing the Mayor to accept and sign a Multifamily Housing Limited Property Tax Exemption Agreement between the City and Tom & Laurie, LLC, as presented.”

Fiscal Impact: The proposed tax exemption will not impact the City’s property tax revenue. For more information of the fiscal impacts of a multi-family tax exemption, please visit:

<https://deptofcommerce.app.box.com/s/9ig7p2ebm467ddpmb1c5u3d4ei22cs1n>

Alternatives: Revise the Ramsey Multifamily Housing Limited Property Tax Exemption Agreement; do not enter into a Multifamily Property Tax Exemption agreement for the project.

Attachments: Resolution; Agreement; Conceptual floor plans and approved landscape plan for multi-family residential housing.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, TO AUTHORIZE THE ACCEPTANCE OF A MULTIFAMILY PROPERTY TAX EXEMPTION AGREEMENT BETWEEN TOM & LAURIE, LLC AND THE CITY RELATING TO THE TERMS AND CONDITIONS OF THE SUBJECT MULTIFAMILY HOUSING PROJECT AND ITS ELIGIBILITY FOR THE EIGHT-YEAR PROPERTY TAX EXEMPTION PROVIDED BY CHAPTER 3.48 OF THE PORT ORCHARD MUNICIPAL CODE.

WHEREAS, the Port Orchard Municipal Code (POMC), Chapter 3.48, provides a multifamily property tax exemption pursuant to the requirements of that chapter; and

WHEREAS, POMC 3.48.060 provides that, to be eligible for the multifamily property tax exemption, the subject project must meet the following requirements: (1) the project must be located within a residential targeted area as defined in POMC 3.48.040; (2) the project must not displace existing tenants; (3) existing dwelling units proposed for rehabilitation must fail to comply with one or more standards of the applicable state or city building codes; (4) the new, converted, or rehabilitated multiple-unit housing must provide for a minimum of 50 percent of the space for permanent residential occupancy and must include at least 10 units of multifamily housing; (5) new construction of multifamily housing and rehabilitation improvements must be completed within three years from the date of approval of the application; and (6) the project must be designed to comply with the city's comprehensive plan, building, housing, and zoning codes, and any other applicable regulations, standards or guidelines; and

WHEREAS, POMC 3.48.080 requires that, if the Director of the Department of Community Development approves an application for the multifamily property tax exemption, the applicant must enter into an agreement with the City regarding the terms and conditions of the implementation of the project; and

WHEREAS, the multifamily property tax exemption agreement must be approved by the Port Orchard City Council, in the form of a resolution, regarding the terms and conditions of the project and eligibility for exemption under Chapter 3.48 POMC; and

WHEREAS, the City received an application for multifamily property tax exemption from Tom Meyers, Jr. on behalf of Tom & Laurie, LLC, pertaining to a project titled The Ramsey – Formally Sedgwick Commercial Complex (the “subject project”) under the “Mixed-Use Development with Structured Parking and/or Transfer of Development Rights” residential targeted area; and

WHEREAS, the Director of the Department of Community Development has determined that the subject project meets the eligibility requirements set forth in POMC 3.48.060; has approved the application for the eight-year Type 3 tax exemption; and recommends approval of the attached Multifamily Housing Limited Property Tax Exemption Agreement as accurately setting forth the terms and conditions of the subject project and eligibility for exemption under Chapter 3.48 POMC; and

WHEREAS, the Port Orchard City Council has determined that it is in the public interest and consistent with Chapter 3.48 POMC to approve the attached Multifamily Housing Limited Property Tax Exemption Agreement; now, therefore,

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

1. Recitals. The recitals set forth above are hereby incorporated by reference as if set forth in full herein.
2. Authorization for Signature. The City of Port Orchard hereby authorizes the Mayor to accept and sign the attached Multifamily Housing Limited Property Tax Exemption Agreement.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage this 8th day of August 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

CITY OF PORT ORCHARD
MULTIFAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 2023, by and between Tom & Laurie, LLC (hereinafter referred to as the “Owner”), and the City of Port Orchard, a municipal corporation of the State of Washington (hereinafter referred to as the “City”).

WITNESSETH:

WHEREAS, the City has an interest in stimulating new construction or rehabilitation of multi-family housing in Residential Target Areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use; and

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various Residential Target Areas for the provision of a limited property tax exemption for new multi-family residential housing; and

WHEREAS the City has, through Chapter 3.48 Port Orchard Municipal Code (POMC), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Kitsap County Assessor that the owner is eligible to receive a limited property tax exemption; and

WHEREAS, the Owner is interested in receiving the multiple family property tax exemption for new multifamily residential housing units in a residential targeted area; and

WHEREAS, the Owner has submitted to the City a complete application form for no fewer than ten (10) units of new multifamily housing within a residential structure or as part of an urban development; and

WHEREAS, the Owner has submitted to the City preliminary site plans and floor plans for multi-family residential housing more particularly described in City of Port Orchard Permit Number PW22-021 which is incorporated by reference herein (the “Project”) to be constructed on said property (the “Site”) legally described as:

THE WEST THREE ACRES OF THE SOUTH HALF OF THE SOUTHEAST
QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SECTION 2, TOWNSHIP 23 NORTH, RANGE 1 EAST,
W.M., IN KITSAP COUNTY, WASHINGTON; EXCEPT THE SOUTH 30
FEET THEREOF CONVEYED TO KITSAP COUNTY FOR GEIGER ROAD
(NOW SEDGWICK ROAD) BY DEEDS RECORDED UNDER RECORDING
NOS. 180722 AND 951950; AND EXCEPT THE WEST 30 FEET

THEREOF CONVEYED TO KITSAP COUNTY FOR EXTENSION OF COUNTY ROAD NO. 256 BY DEED RECORDED UNDER RECORDING NO. 304246; EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR SR160, SR16 TO BRASCH RD SE UNDER AUDITOR'S FILE NO. 200509090134. >>>EXCEPT THAT PORTION CONVEYED TO KITSAP COUNTY FOR RAMSEY ROAD SE AS DESCRIBED UNDER AUDITOR'S FILE NO. 304246, VOLUME 257, PAGE 179, RECORDS OF KITSAP COUNTY, WASHINGTON.

Kitsap County Tax Assessor Parcel No. 022301-4-039-2003 located at 1489 SE Sedgwick Road in the City of Port Orchard, Kitsap County, Washington.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements of for a Final Certificate of Tax Exemption;

NOW, THEREFORE, the City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption under the terms of this Agreement.
2. The Owner agrees to construct on the Site multi-family residential housing substantially as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of administrative approval of this Agreement.
3. The Project must comply with all applicable zoning requirements, land use requirements, design review requirements and all building, fire, and housing code requirements contained in the Port Orchard Municipal Code (herein referred to as the "POMC") at the time a complete application for a building permit is received by the City.
4. The new multiple-unit housing must provide for a minimum of fifty (50) percent of the space for permanent residential occupancy. The Project must include at least ten (10) units of multifamily housing within a residential structure or as part of an urban development.
5. The Owner agrees to complete construction of the agreed upon improvements within three years from the date of approval of its application as described in POMC 3.48.080(2), or within any extension thereof granted by the City.
6. The Owner is requesting an eight-year limited property tax exemption.
7. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Department of Community Development the following:

Multifamily Housing Limited Property Tax Exemption Agreement

Page 2

- a. A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with request to the entire site;
- b. A description of the completed work and a statement of qualification for the exemption; and
- c. A statement that the work was completed within the required three (3) year period or any authorized extension.
- d. If applicable, that the project meets the affordable housing requirements as described in RCW 84.14.020.

8. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in the preceding paragraph, to file an eight or twelve year (as applicable) Final Certificate of Tax Exemption with the Kitsap County Assessor.

9. The Owner agrees, within thirty (30) days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight years to file a notarized and sworn declaration with the City's Department of Community Development stating all of the following:

- a. A statement of occupancy and vacancy of the multi-family units during the previous twelve (12) months;
- b. A certification that the property has not changed use and continues to be in compliance with this Agreement and with Chapter 3.48 POMC; and
- c. A description of changes or improvements constructed after issuance of the certificate of tax exemption;
- d. The total monthly rent of each multifamily housing unit rented or the total sale amount of each unit sold during the 12 months ending with the anniversary date;
- e. A breakdown of the number, type, and specific multifamily housing units rented or sold during the 12 months ending with the anniversary date;
- f. The value of the tax exemption for the project;
- g. A statement of the income of each renter household at the time of initial occupancy and the income of each initial purchaser of owner-occupied units at the time of purchase for each of the units receiving a tax exemption and a summary of these figures;

h. Any information needed by the City to file its annual report pursuant to POMC 3.48.120 and any additional information requested by the City in regard to the units receiving a tax exemption.; and

i. Any additional information requested by the city pursuant to meeting any reporting requirements under Chapter 84.14 RCW.

10. The Parties acknowledge that the units are to be used and occupied for multifamily residential use. The Parties further acknowledge that the certificate of occupancy issued by the City is for multi-family residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

11. If the Owner converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Owner shall notify the Kitsap County Assessor and the City's Department of Community Development within sixty (60) days of such change in use.

12. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

13. For purposes of this Agreement, "Owner" shall mean the Property Owner if the development is comprised of rental units or shall mean the Owners Association of a condominium complex (if the development contains any ownership units) once such association is established. The Owner shall be responsible for all reporting requirements required herein on behalf of the owners of individual condominium units, if applicable.

14. If the Project includes any owner-occupied units, the Owner is required to form an Owner's Association to be organized under RCW 64.34.300 for all owner-occupied units within the development. Such organization shall remain operational and in effect until at least the length of the exemption period has expired and the final report is filed with the City. This Owner's Association shall assume the responsibility for collecting from all individual unit owners the information and documents required to complete the annual reporting requirements and for filing the required annual report with the city pursuant to Section 9 of this Agreement and Chapter 3.48 POMC.

15. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors, and assigns, fail to comply with any of the terms and conditions of this Agreement. If the exemption is cancelled for non-compliance, Owner acknowledges that state law requires that an additional real property tax is imposed in the amount of: (1) the difference between the tax paid and the tax that would have been paid if it had included the value of the non-qualifying improvements, dated back to the date that the improvements became non-qualifying; (2) a penalty of 20% of the difference calculated under paragraph 1 of this section; and (3) interest at the statutory rate on delinquent property taxes and penalties, calculated from the date the tax would

have been due without penalty if the improvements had been assessed without regard to the exemptions provided by Chapter 84.14 RCW and POMC Chapter 3.48 POMC. Applicant acknowledges that, pursuant to RCW 84.14.110, any additional tax owed, together with interest and penalty, becomes a lien on that portion of the Property on which the Project is constructed and attaches at the time the portion of the Property is removed from multifamily use or the amenities no longer meet applicable requirements, and that the lien has priority to and must be fully paid and satisfied before a recognizance, mortgage, judgment, debt, obligation, or responsibility to or with which the Property may become charged or liable. Applicant further acknowledges that RCW 84.14.110 provides that any such lien may be foreclosed in the manner provided by law for foreclosure of liens for delinquent real property taxes.

16. Nothing in this Agreement shall permit or be interpreted to permit either Party to violate any provision of Chapter 84.14 RCW or POMC Chapter 3.48.

17. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

18. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this Agreement. Such liability may include additional real property tax, and penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Kitsap County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Kitsap County at any time during the exemption period.

19. The Owner acknowledges and agrees that the City has the right to audit or review appropriate records to assure compliance with this Agreement and POMC Chapter 3.48 and to perform evaluations of the effectiveness of the Multifamily Tax Exemption program. The Owner agrees to make appropriate records available for review or audit upon seven-days written notice by the City.

20. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when hand-delivered within normal business hours, when actually received by facsimile transmission, or two business days after having been mailed, postage prepaid, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

CITY: Department of Community Development
City of Port Orchard
216 Prospect Street
Port Orchard, WA 98366
Attn: Director

Multifamily Housing Limited Property Tax Exemption Agreement
Page 5

OWNER: Tom Meyers, Jr.
Tom & Laurie, LLC
P.O. Box 997
Port Orchard WA 98366

21. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

22. This Agreement shall be recorded at the Owner's expense and shall be a covenant running with the land and shall be binding on the assigns, heirs, and successors of the Owner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF PORT ORCHARD

PROPERTY OWNERS

Robert Putaansuu, Mayor

By: _____

Its: _____

Nick Bond, Director
Dept. of Community Development

By: _____

Its: _____

Noah Crocker
Finance Director

Attest:

Brandy Wallace, MMC, City Clerk

Approved as to Form:

Charlotte A. Archer, City Attorney

[ADD NOTARY BLOCK]

Lyman
Architects

4235 SE Mile Hill Dr.
Suite D
Port Orchard, WA 98366

360 810 8900
Lymanarchitects@gmail.com
www.Lymanarchitects.com

DATE: JAN 31, 2020

DRAWING SET:
SET NAME

THE RAMSEY
MULTI FAMILY MIXED USE PROJECT
PORT ORCHARD, WA

SHEET
1st FLOOR DIAGRAM

PROJ. # 158-1

SHEET
0

OF 0

Page 116 of 350

The map shows the Port Orchard area with the proposed project site highlighted in a black circle. The site is located near the intersection of SR 16 and SR 20, south of the city of Port Orchard. The map also shows the city of Bremerton to the north, Silverdale to the west, and Bainbridge Island to the east. Major roads like SR 520, SR 16, SR 1, and SR 20 are labeled. The project site is situated near the intersection of SR 16 and SR 20, south of the city of Port Orchard.

SHEET INDEX	
SHEET #	SHEET NAME
GENERAL	
0.1	COVER SHEET, INDEX, VICINITY, TEAM
0.2	CODE NOTES AND BUILDING DATA
0.3	BUILDING 'A' EXITING AND EGRESS DIAGRAMS
0.4	BUILDING 'B' EXITING AND EGRESS DIAGRAMS
0.5	BUILDING HEIGHT AND STORY ANALYSIS
0.6	ACCESSIBILITY REQUIREMENTS
0.7	ACCESSIBILITY REQUIREMENTS

CIVIL	
C1.00	COVER SHEET
C2.00	TOPOGRAPHIC SURVEY
C3.00	SITE PLAN
C3.10	DRIVE AISLE PROFILES 1
C3.20	DRIVE AISLE PROFILES 2
C3.30	DRIVE AISLE PROFILE AND SECTIONS
C3.40	SITE DETAILS 1
C3.50	SITE DETAILS 2
C4.00	T.E.S.C. & DEMOLITION PLAN
C4.10	T.E.S.C. NOTES & DETAILS
C4.20	T.E.S.C. DETAILS
C5.00	STORM DRAINAGE & GRADING PLAN
C5.10	STORM DRAINAGE & GRADING NOTES
C5.20	STORM DETAILS& VAULT SECTIONS
C5.30	STORM WATER QUALITY DETAILS
C6.00	UTILITY PLAN
C6.10	OFF-SITE SANITARY NOTES & DETAILS
C6.20	SANITARY SEWER NOTES & DETAILS
C6.30	SANITARY SEWER DETAILS
C6.40	WATER NOTES & DETAILS
C6.50	WATER DETAILS

LANDSCAPE	
L1	LANDSCAPE PLAN
L2	LANDSCAPE DETAILS
L3	LANDSCAPE NOTES
L4	IRRIGATION PLAN

ARCHITECTURAL	
A10.1	SITE PLAN
A10.2	LANDSCAPE PLAN
A21.2	BLDG 'A' 1ST FLOOR DIAGRAM
A21.3	BLDG 'A' 2ND FLOOR DIAGRAM
A21.4	BLDG 'A' 3RD FLOOR DIAGRAM
A21.5	BLDG 'A' GARAGE LEVEL FLOOR PLAN
A21.6	BLDG 'A' 1ST FLOOR PLAN
A21.7	BLDG 'A' 2ND FLOOR PLAN
A21.8	BLDG 'A' 3RD FLOOR PLAN
A21.9	BLDG 'B' GARAGE LEVEL DIAGRAM
A21.10	BLDG 'B' 1ST FLOOR DIAGRAM
A21.11	BLDG 'B' 2ND FLOOR DIAGRAM
A21.12	BLDG 'B' 3RD FLOOR DIAGRAM
A21.13	BLDG 'B' GARAGE LEVEL FLOOR PLAN
A21.14	BLDG 'B' 1ST FLOOR PLAN
A21.15	BLDG 'B' 2ND FLOOR PLAN
A21.16	BLDG 'B' 3RD FLOOR PLAN

SHEET INDEX	
SHEET #	SHEET NAME

ARCHITECTURAL	
A22.1	BLDG 'A' ENLARGED PLANS GARAGE LEVEL
A22.2	BLDG 'B' ENLARGED PLANS GARAGE LEVEL
A22.3	UNIT TYPE A, A1, A2, A3, A4: PLANS / ELEV
A22.4	UNIT TYPE B, B1, B2, C1, B3,B4: PLANS / ELEV
A22.5	UNIT TYPE B, C, C1, D: PLANS / ELEV
A22.6	UNIT TYPE E, E1, E2 PLANS / ELEV
A22.7	MULTI-USE, OFFICE, STORAGE, PLANS / ELEV
A24.1	BLDG 'A' STAIR 1, 2, 3. PLANS & SECTIONS
A24.2	BLDG 'B' STAIR 1, STAIR 2 PLANS & SECTIONS
A30.1	BLDG 'A' ELEVATOR PLANS & SECTIONS
A30.2	BLDG 'A' EXTERIOR ELEVATIONS
A30.3	BLDG 'A' EXTERIOR ELEVATIONS
A30.4	BLDG 'B' EXTERIOR ELEVATIONS
A30.5	BLDG 'B' EXTERIOR ELEVATIONS
A35.1	BLDG 'A' SECTIONS
A35.2	BLDG 'A' SECTIONS
A35.3	BLDG 'B' SECTIONS
A36.1	WALL SECTIONS
A36.2	WALL SECTIONS

[illegible][illegible]

A 99 UNIT 3-1/2 STORY MIXED USE MULTI FAMILY RESIDENTIAL OVER 1/2 BELOW GRADE PARKING W/ COMMERCIAL LEASED TENANT SPACES FACING SEDGWICK. TWO BUILDINGS COMPOSED OF BUILDING 'A', 66 UNITS AND BUILDING 'B' 33 UNITS.

CITY OF PORT ORCHARD
20.35.030 COMMERCIAL MIXED USE (CMU)

LOT SIZE:	108,464 SF
BUILDING SETBACKS:	
PRIMARY STREET:	0FT MIN / 10FT MAX
PROPOSED:	10FT
SIDE STREET:	0FT MIN / 10FT MAX
PROPOSED:	6FT
SIDE INTERIOR:	0FT MIN
PROPOSED:	15FT
REAR:	20FT MIN
PROPOSED:	20FT
BUILD-TO ZONE: FACADE IN PRIMARY STREET	70% MIN.
PROPOSED:	70%
BUILD-TO ZONE: FACADE IN SIDE STR	30% MIN.
PROPOSED	70%
PARKING: FRONT/SIDE STREET = 0 SIDE/REAR ALLOWED.	
PROPOSED	0% STREET/SIDE/REAR
PROPOSED	100% INTERIOR, UNDER BLDG
BUILDING HEIGHTS:	3-1/2 STORIES, 40FT MAX
PROPOSED	3-1/2 STORIES, 37.5 FT

022301-4-039-2003

THE WEST 3 ACRES OF THE SOUTH HALF OF THE SOUTHEAST
QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SECTION 2, TOWNSHIP 23 NORTH, RANGE 1 EAST,
W.M., IN KITSAP COUNTY, WASHINGTON;
EXCEPT THE SOUTH 30 FEET THEREOF CONVEYED TO KITSAP
COUNTY FOR GEIGER ROAD (NOW SEDGWICK ROAD) BY DEEDS
RECORDED UNDER RECORDING NOS. 180722 AND 951950;
AND EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO
KITSAP COUNTY FOR EXTENSION OF COUNTY ROAD NO. 256 BY
DEED RECORDED UNDER RECORDING NO. 304246;
ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO THE
STATE OF WASHINGTON BY DEED RECORDED UNDER
RECORDING NO. 200509090134;
SITUATE IN THE COUNTY OF KITSAP, STATE OF WASHINGTON.

OWNER:
TOM & LAURIE LLC.

PROJECT MANAGEMENT / CONTRACTOR:**ENGINEERING: CIVIL / STRUCTURAL / SURVEY:**

ELECTRICAL:
ABC
0000 AVENUE
CITY, WA 98000
360 555 0000

FIRE PROTECTION: DESIGN BUILD, DEFERRED PERMIT SUBMITTAL

BUILDING CODE NOTES

GOVERNING CODES

2018 INTERNATIONAL BUILDING CODE (IBC) WITH AMENDMENTS 2018
INTERNATIONAL MECHANICAL CODE (IMC) 2018 INTERNATIONAL FIRE
CODE (IFC) 2018 UNIFORM PLUMBING (UPC) 2018 INTERNATIONAL
ENERGY CONSERVATION CODE (IECC), WAC 51-11 2017 ICC ANSI A117.1

FIRE SPRINKLERS

NFPA 13

CONSTRUCTION TYPE

3 1/2 STORIES

TYPE VB RESIDENTIAL OVER

BOTTOM LEVEL TYPE IB PARKING GARAGE / RETAIL OCCUPANCY

PARKING LEVEL WILL HAVE A 1-HOUR HORIZONTAL SEPARATION PER IBC 510.2.

OCCUPANCY GROUP

R-2 (MULTI FAMILY) 2or3 FLOORS OVER S-2/M/B GROUND FLOOR. 1 S-2

(PARKING) BUILDING A&B STORY AVERAGE EXTERIOR EXPOSURE. 2 M

(MERCANTILE) or B (BUSINESS) SOUTH ENDS OF BUILDINGS A&B

BUILDING ALLOWABLE HEIGHT AND STORIES - TABLE 504.3

TYPE I B	HEIGHT	STORIES
S-2	ALLOWED: 180'	12
	PROPOSED: 9'	1

TYPE VB	HEIGHT	STORIES
R-2	ALLOWED: 60'	4
	PROPOSED: 38'	3.5

BUILDING ALLOWABLE AREA - TABLE 506.2

TYPE I B	AREA/STORY
S-2	ALLOWED: 316,000 SF PROPOSED BLDG 'A': 17,300 SF PROPOSED BLDG 'B': 9,400 SF
M/B	ALLOWED: UNLIMITED PROPOSED BLDG 'A': 1,500 SF PROPOSED BLDG 'B': 1,875 SF

TYPE VB	AREA/STORY	TOTAL
R-2 ALLOWED:	21,000 SF	SPRINKLER (903.3.1.1)
PROPOSED BUILDING 'A':	FLOOR 1 FLOOR 2 FLOOR 3 TOTAL	21,000 SF 21,000 SF 8,300 SF 50,300 SF
PROPOSED BUILDING 'B':	FLOOR 1 FLOOR 2 FLOOR 3 TOTAL	21,000 SF 21,000 SF 8,300 SF 50,300 SF

MOTOR-VEHICLE-RELATED OCCUPANCIES

406.5 OPEN PARKING GARAGES VENTILATION - UNIFORM
OPENINGS 20% OF PERIMETER

GROUP R-2

420.2 SEPARATION WALLS BETWEEN UNITS WILL BE CONSTRUCTED AS FIRE PARTITIONS.

420.3 HORIZONTAL SEPARATIONS BETWEEN UNITS CONSTRUCTED AS HORIZONTAL ASSEMBLIES.

420.4 BUILDING WILL BE EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM

IN ACCORDANCE WITH SECTION 903.2.8

420.5 BUILDING WILL BE EQUIPPED WITH FIRE ALARM AND SMOKE ALARM SYSTEMS

OCCUPANCY SEPARATION - TABLE 508.4

OCCUPANCY S-2

R2 (SPRINKLERED) 1 HR

CONSTRUCTION TYPES - FIRE RESISTANCE RATING FOR BUILDING ELEMENTS - TABLE 601

BUILDING ELEMENT	TYPE VB	TYPE IB
PRIMARY STRUCTURAL FRAME	0 HR	2 HR
BEARING WALLS EXTERIOR	0 HR	2 HR
BEARING WALLS INTERIOR	0 HR	2 HR
NON-BEARING WALLS & PARTITIONS	0 HR	0 HR
FLOOR CONSTRUCTION	0 HR	2 HR
ROOF CONSTRUCTION	0 HR	1 HR NO ROOF PROPOSED

FIRE RESISTANCE RATING FOR EXTERIOR WALLS BASED ON SEPARATION DISTANCE - TABLE 602

DISTANCE (FT)	TYPE 1B & VB
< 5	1 HR
5 < X < 10	1 HR
10 < X < 30	1 HR (EXCEPT OPEN PARKING GARAGES)
X >30	0 HR

FIRE-RESISTANCE REQUIREMENTS

IBC 420.2	WALLS SEPARATING DWELLING UNITS (708.3)	30 MIN FIRE PARTITION
IBC 420.3	FLOOR ASSEMBLIES SEPARATING DWELLING UNITS (711.2.4.3)	30 IN HORIZ ASSEMBLY
IBC 510.2	HORIZONTAL ASSEMBLY BETWEEN S-2 AND R-2 OCCUPANCY	3 HR HORIZONTAL ASSEMBLY
IBC 713.4	SHAFT ENCLOSURES PENETRATING 4 OR MORE STORIES	2 HR FIRE BARRIER
IBC 713.4	SHAFT ENCLOSURES PENETRATING LESS THAN 4 STORIES	1 HR FIRE BARRIER
IBC 3006.3	ELEVATOR LOBBY NOT REQUIRED	
IBC 717.5.3	DAMPERS NOT REQUIRED AT SHAFTS WHEN MEETING EXCEPTIONS 2 OR 5	
IBC 1020.1	CORRIDOR WALLS	30 MIN FIRE PARTITION
IBC 1020.1	CORRIDOR CEILINGS	30 MIN HORIZ ASSEMBLY
IBC 1023	EXIT PASSAGEWAYS	1 HR MINIMUM OR SAME AS CONNECTING STAIR

EXTERIOR WALLS / PROJECTIONS

IBC 705	PROJECTIONS WHERE FSD IS 5 FEET OR GREATER MIN 40" DIST FROM LINE USED TO DETERMINE FIRE SEPARATION DISTANCE.
IBC 705.2.3	COMBUSTIBLE PROJECTIONS TO BE 1 HR WHEN 5" OR LESS THAN LINE USED TO DETERMINE FIRE SEPARATION DISTANCE OR WHERE OPENINGS ARE RATED
IBC 1406.3	BALCONIES AND SIMILAR PROJECTIONS (TYPE VB CONST) 0 HR WHEN SPRINKLERED
IBC TABLE 705.8	OPENINGS IN EXTERIOR. WALLS 0-<3 FEET FIRE SEPARATION DISTANCE NOT PERMITTED.
IBC TABLE 705.8	OPENINGS IN EXTERIOR. WALLS 3-<5 FEET FIRE SEPARATION DISTANCE 15% MAX AREA OF WALL NO RATING REQUIRED (UNPROTECTED).
IBC TABLE 705.8	OPENINGS IN EXTERIOR. WALLS 5-<10 FEET FIRE SEPARATION DISTANCE 25% MAX AREA OF WALL NO RATING REQUIRED (UNPROTECTED).
IBC TABLE 705.8	OPENINGS IN EXTERIOR WALLS 10-<15 FEET FIRE SEPARATION DISTANCE 45% MAX AREA OF WALL NO RATING REQUIRED (UNPROTECTED).
IBC 705.11	PARAPETS NOT REQUIRED PER EXCEPTION 6 AT SOME LOCATIONS.

OPENING PROTECTIVES

IBC 716.3.4	DOOR ASSEMBLIES IN CORRIDOR WALLS MINIMUM 20 MINUTES OF FIRE PROTECTION RATING GLAZING MINIMUM FIRE PROTECTION-RATED OF 20 MINUTES
IBC 716.1	DOOR ASSEMBLIES IN 2 HOURS FIRE RATED WALLS MINIMUM 1 1/2 HOURS OF FIRE PROTECTION RATING GLAZING MINIMUM FIRE PROTECTION-RATED OF 20 MINUTES DOOR ASSEMBLIES IN 1-HOUR FIRE BARRIER WALLS MINIMUM 3/4 HOUR OF FIRE PROTECTION RATING GLAZING MINIMUM FIRE PROTECTION-RATED OF 20 MINUTES

CONCEALED SPACES

IBC 718.2	FIREBLOCKING: TO BE INSTALLED TO CUT OFF CONCEALED DRAFT OPENINGS BOTH VERTICAL AND HORIZONTAL AND FORM AN EFFECTIVE BARRIER BETWEEN FLOORS, BETWEEN TOP STORY AND ATTIC, IN WALLS HORIZONTALLY AT INTERVALS NOT EXCEEDING 10 FT, BETWEEN STAIR STRINGERS AT TOP AND BOTTOM OF RUNS, AND AROUND ANNULAR SPACE AT FLOOR/CEILING PIPE AND DUCT PENETRATIONS DRAFTSTOPPING IN FLOORS NOT REQUIRED IBC 718.3 DRAFTSTOPPING NOT REQUIRED IN ATTICS
IBC 718.4	

INTERIOR FINISHES

IBC TABLE 803.13 R2 & S2 OCC - CLASS C

MEANS OF EGRESS

IBC TABLE 1017.2	MAX EXIT ACCESS TRAVEL DISTANCE: 250 FT
IBC 1020.4	MAX DEAD END CORRIDOR: 50 FT
IBC 1009.3.3	AREAS OF REFUGE NOT REQUIRED
IBC 1027.1	50% OF THE INTERIOR EXIT STAIRWAYS PERMITTED TO EXIT THROUGH AREAS ON THE LEVEL OF DISCHARGE
WAC 51-50-0504 909.20.5	STAIR ENCLOSURES TO BE PRESSURIZED PER 909.20 AND 909.11 VESTIBULES NOT REQUIRED

ACCESSIBILITY

IBC 1107.6.2.2.1 WA AMEND	BUILDING TO HAVE MIN 5% (2) TYPE A ACCESSIBLE UNITS (USE 5 UNITS TOTAL ON SITE)
IBC 1107.6.2.2.2	ALL OTHER UNITS TO BE TYPE B ACCESSIBLE UNITS

1107.6.2.2.1 Type A units. In Group R-2 Occupancies containing more than 10 dwelling units or sleeping units, at least 5 percent, but not less than one, of the units shall be a Type A unit. All units on a site shall be considered to determine the total number of units and the required number of Type A units. Type A units shall be dispersed among the various classes of units, as described in Section 1107.6.

ROOF

IBC TABLE 1505.1 CLASS C ROOF ASSEMBLY REQUIRED

ENERGY CODE NOTES

PRESCRIPTIVE REQUIREMENTS OF 2018 WSEC TABLE C402.1.3 (COMMERCIAL APARTMENT BUILDING)

CLIMATE ZONE

MARINE 4C

ROOF

R-38 C.I. ABOVE DECK

R-49 MIN BELOW DECK

WALLS

R-21 INTERIOR (ABOVE OR BELOW GRADE)

FLOORS

R-30

SLAB ON GRADE

R-10 MIN FOR 24" WITH THERMAL BREAK

OPAQUE DOORS

U - 0.37 MAX

VERTICAL FENESTRATION

U-0.30 MAX (NON-METAL, ALL)

U-0.38 MAX (METAL FRAMING, FIXED)

U-0.40 MAX (METAL FRAMING, OPERABLE)

U-0.60 MAX (METAL FRAMING, ENTRANCE DOORS)

SHGC - 0.40

GENERAL COMMERCIAL ENERGY CODE NOTES:

VESTIBULE: PROVIDE AT MAIN ENTRY DOORS C402.5.7

ENCLOSED LOBBY AT PARKING GARAGE ELEVATOR ENTRANCE C402.5.7

PROVIDE A CONTINUOUS AIR BARRIER COMPLYING WITH WSEC C402.5.1

THE COMMERCIAL BUILDING SHALL BE TESTED AND VERIFIED AS HAVING AN AIR LEAKAGE RATE NOT EXCEEDING .25 CFM/SQ FT. AT A PRESSURE DIFFERENTIAL OF .3 INCHES WATER GAUGE IN ACCORDANCE WITH ASTM E 779. THE CONTRACTOR SHALL PROVIDE APPROVED THIRD PARTY TESTING TO BE CONDUCTED PER WSEC C402.5.1.2

RECESSED LIGHTING FIXTURES INSTALLED IN THE BUILDING ENVELOPE SHALL BE IC-RATED. C402.5.8

BUILDING 'A' APARTMENT MIX							
1ST FLOOR		2ND FLOOR		3RD FLOOR		TOTALS	BLDG 'A' %
UNIT COUNT	UNIT TYPE	UNIT COUNT	UNIT TYPE	UNIT COUNT	UNIT TYPE	TOTAL UNITS	
12	1 BEDRM 1 BATH OPEN	12	1 BEDRM 1 BATH OPEN	11	1 BEDRM 1 BATH OPEN	35	53%
9	1 BEDRM 1 BATH	9	1 BEDRM 1 BATH	0	1 BEDRM 1 BATH	18	27%
6	2 BEDRM 2 BATH	6	2 BEDRM 2 BATH	1	2 BEDRM 2 BATH	13	20%
27		27		12		66	100%

BUILDING 'B' APARTMENT MIX							
1ST FLOOR		2ND FLOOR		3RD FLOOR		TOTALS	BLDG 'B' %
UNIT COUNT	UNIT TYPE	UNIT COUNT	UNIT TYPE	UNIT COUNT	UNIT TYPE	TOTAL UNITS	
6	1 BEDRM 1 BATH	6	1 BEDRM 1 BATH	4	1 BEDRM 1 BATH	16	48%
7	2 BEDRM 2 BATH	7	2 BEDRM 2 BATH	3	2 BEDRM 2 BATH	17	52%
13		13		7		33	100%

BUILDING 'A & B' COMBINED MIX SUMMARY							
						TOTALS	TOTAL %
					1 BEDRM 1 BATH OPEN	35	35%
					1 BEDRM 1 BATH	33	33%
					2 BEDRM 2 BATH	31	31%
					TOTAL UNITS	99	100%

BUILDING 'A' ACCESSIBLTY SUMMARY							
1ST FLOOR		2ND FLOOR		3RD FLOOR		TOTALS	UNTI TYPE %
UNIT COUNT	UNIT TYPE	UNIT COUNT	UNIT TYPE	UNIT COUNT	UNIT TYPE	TOTAL UNITS	
2	1 BEDRM 1 BATH OPEN	2	1 BEDRM 1 BATH OPEN	0	1 BEDRM 1 BATH OPEN	4	4%
2	1 BEDRM 1 BATH	2	1 BEDRM 1 BATH	0	1 BEDRM 1 BATH	4	4%
2	2 BEDRM 2 BATH	2	2 BEDRM 2 BATH	0	2 BEDRM 2 BATH	4	4%
6		6		0		12	12%
10% REQUIREMENT FOR ADA COMPLIANT APARTMENTS, BLENDED BETWEEN UNIT TYPES) BUILDING 'A' PROVIDES ADA TOTAL COMPLEX COMPLIANCE VIA GARAGE PARKING AND ELEVATOR ACCESS ALL FLOORS)							

BUILDING 'A' DATA							
UNIT / AREA TYPE	BEDS	BATHS	KITCH	SIZE SF EACH	COUNT	SIZE SF TOTAL	NOTES
TYPE A	1	1	GALLEY	520	35	18,200	BEDROOM OPEN STUDIO
TYPE B	1	1	BAR	620	18	11,160	
TYPE C	2	2	BAR	895	10	8,950	
TYPE D	2	2	GALLEY	808	3	2,424	
TOTAL APARTMENTS					66	40,734	
COMMON						5,720	ALL FLOORS
STAIRS					155	9.5	(TOP FLR DISCOUNTED) ELEV=1/2 A STAIR
STORAGE						1,340	ALL FLOORS
TOTAL COMMON, STAIRS, ELEVATOR, STORAGE						8,533	
TOTAL AREA BUILDING 'A'						49,267	

BUILDING 'B' DATA							
UNIT / AREA TYPE	BEDS	BATHS	KITCH	SIZE SF EACH	COUNT	SIZE SF TOTAL	NOTES
TYPE B	1	1	BAR	620	18	11,160	
TYPE C	2	2	BAR	895	15	13,425	
TOTAL APARTMENTS					33	24,585	
COMMON						4,575	ALL FLOORS
STAIRS					155	930	(TOP FLR DISCOUNTED)
STORAGE						1,320	1st, 3rd FLOORS
TOTAL COMMON, STAIRS, STORAGE						6,825	
TOTAL AREA BUILDING 'B'						31,410	

COUNTER COMPLETE

Permit Center

APR 18, 2022

City of Port Orchard
Community Development



DATE:
JAN 31, 2020

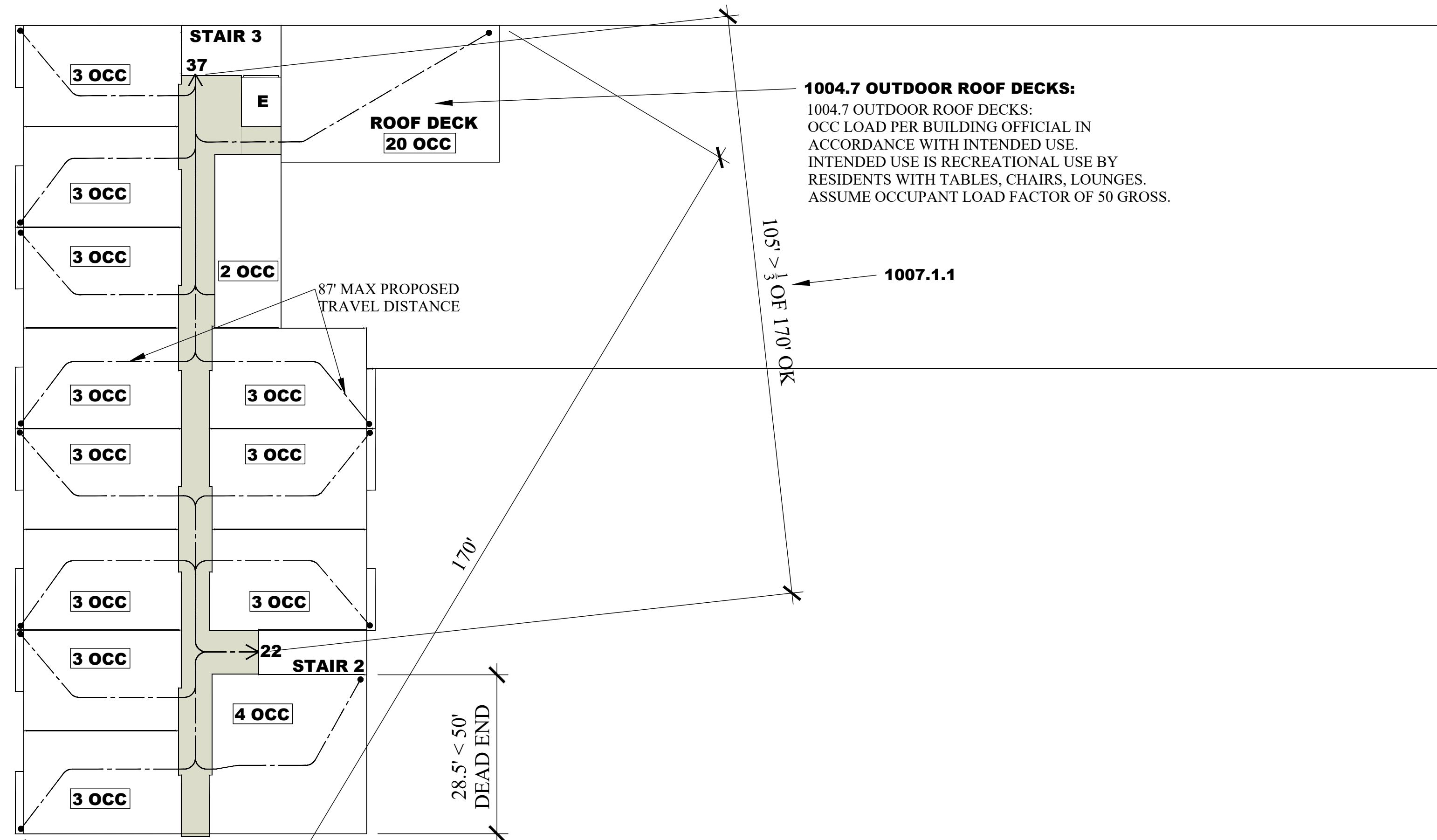
DRAWING SET:
SET NAME

THE RAMSEY
MULTI FAMILY MIXED USE PROJECT
PORT ORCHARD, WA

SHEET
BUILDING DATA
BUILDING CODE NOTES

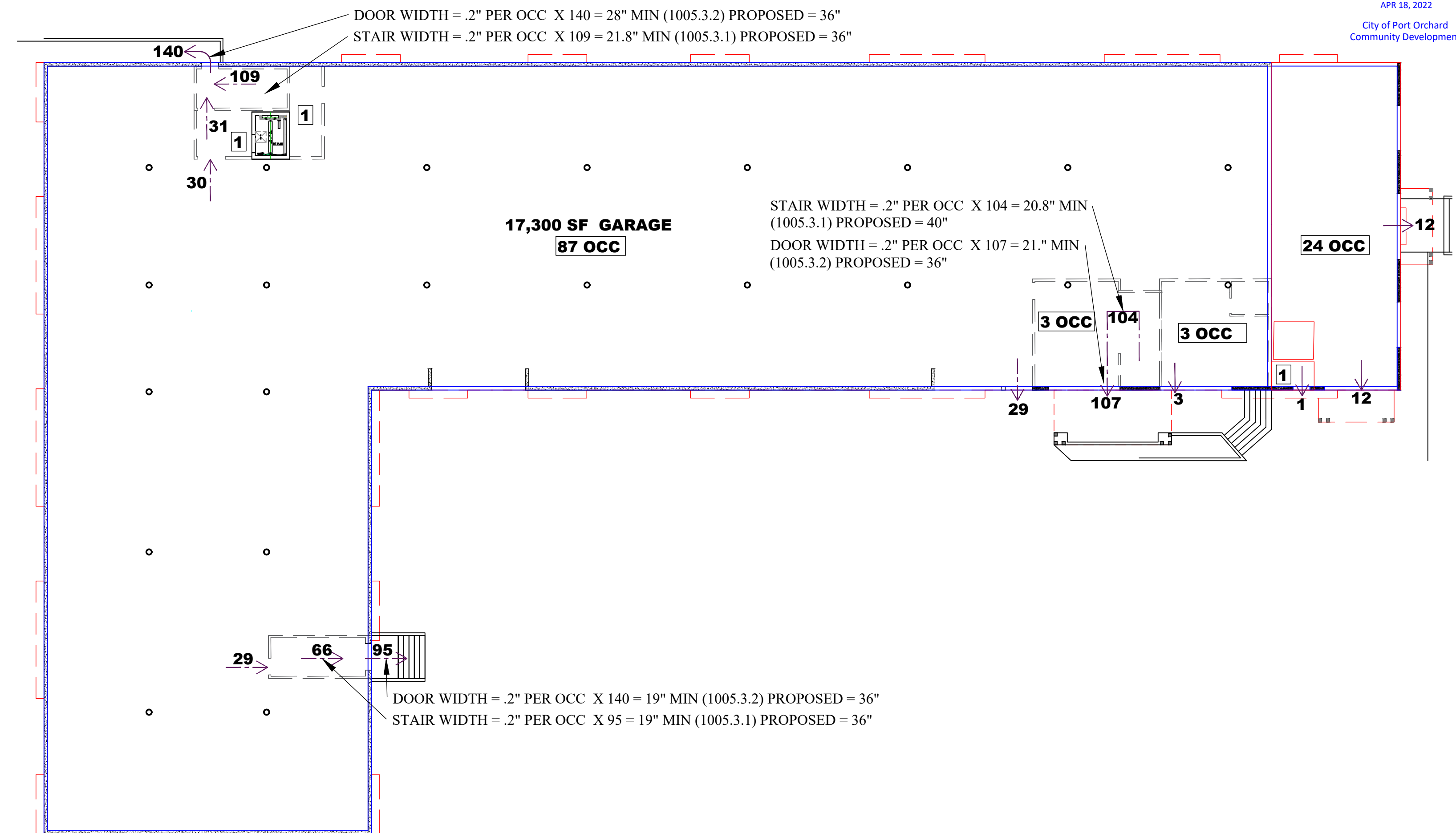
PROJ. # 158-1

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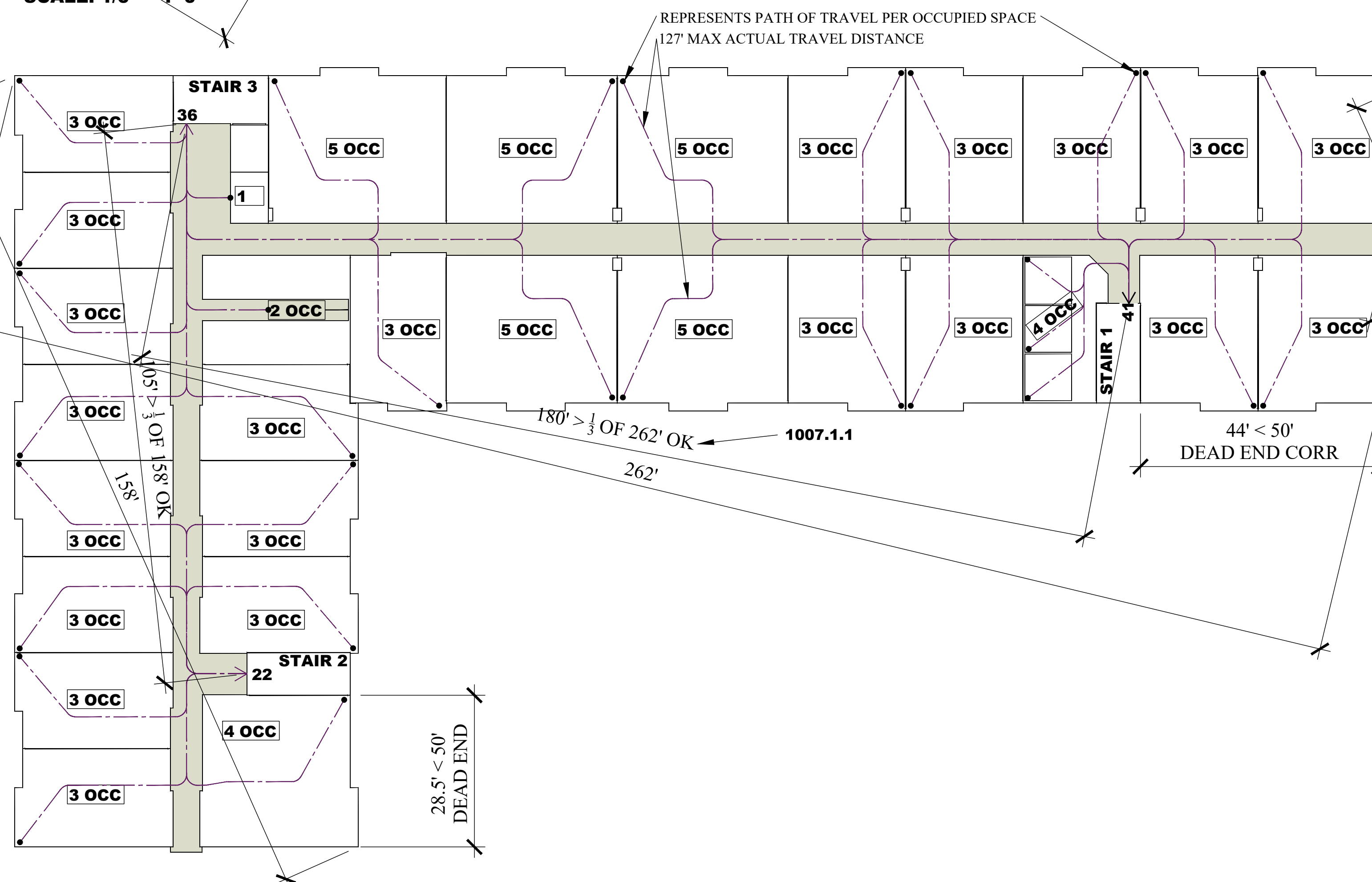
3rd FLOOR EGRESS DIAGRAM

SCALE: 1/6" = 1'-0"



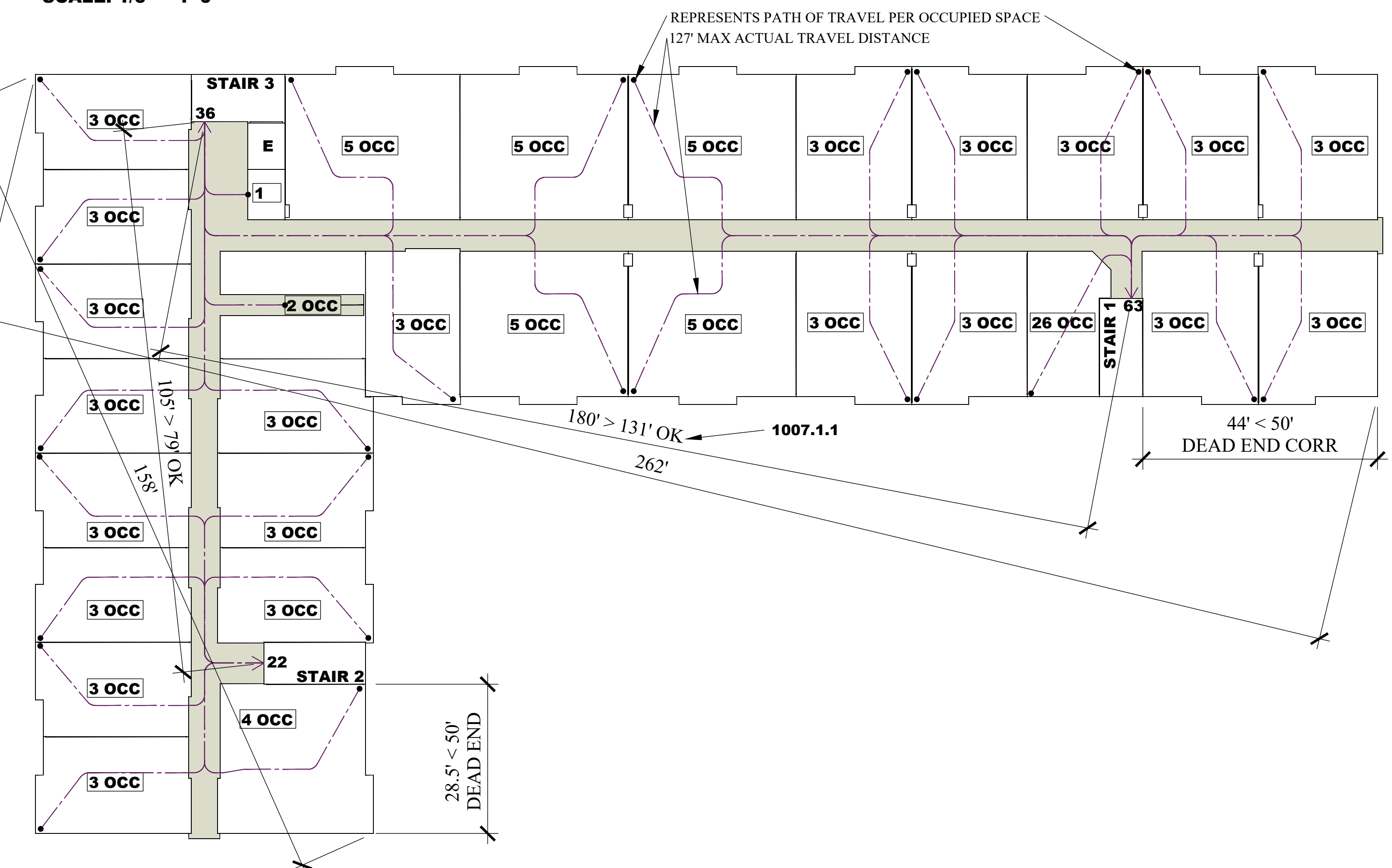
GROUND FLOOR EGRESS DIAGRAM

SCALE: 1/6" = 1'-0"



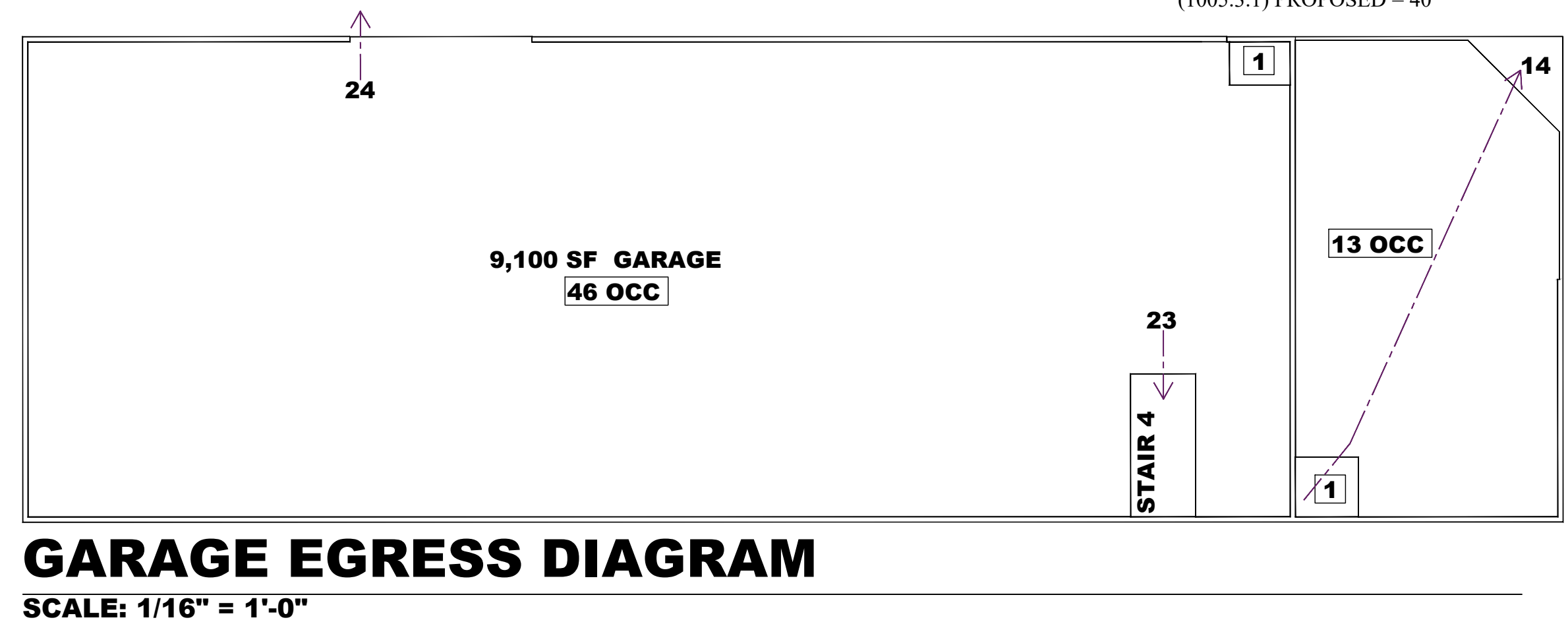
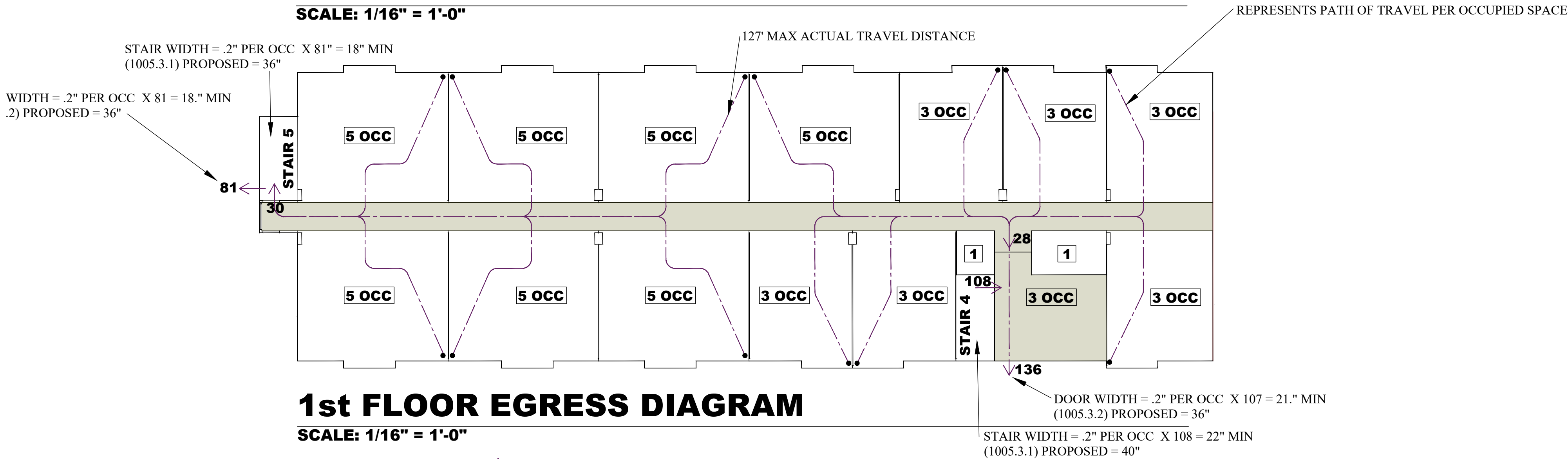
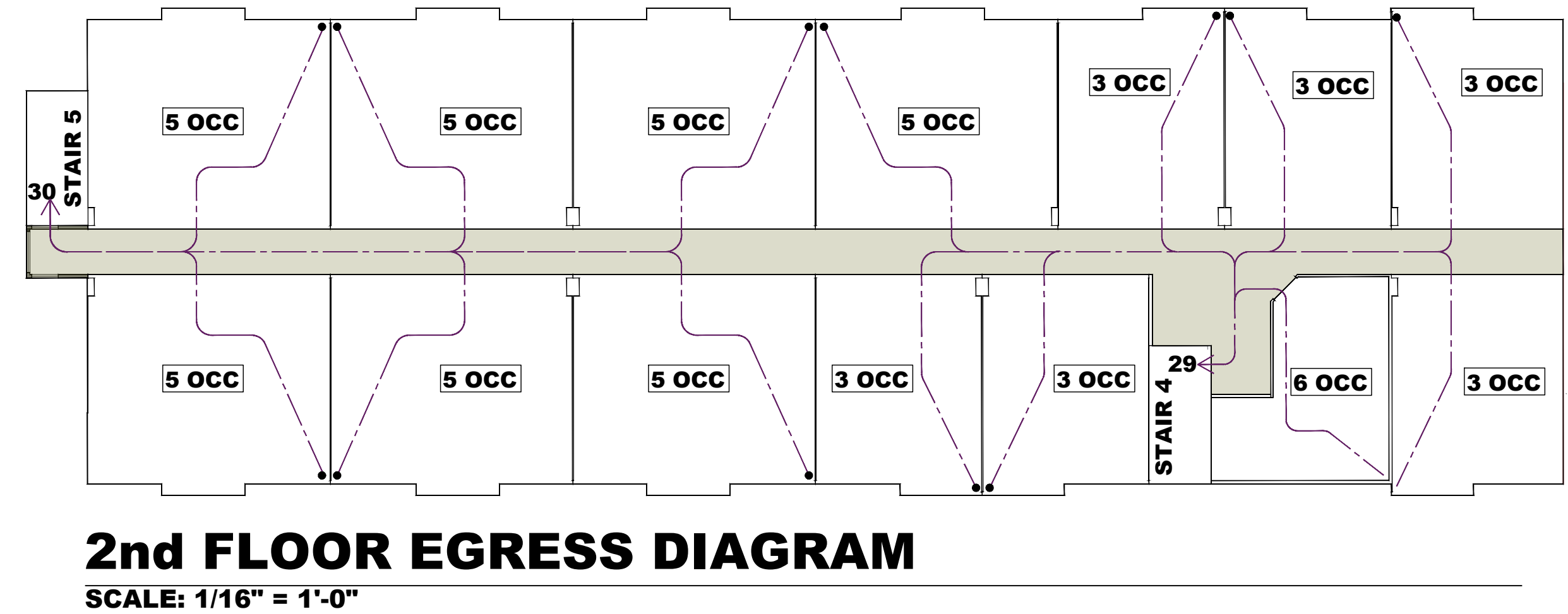
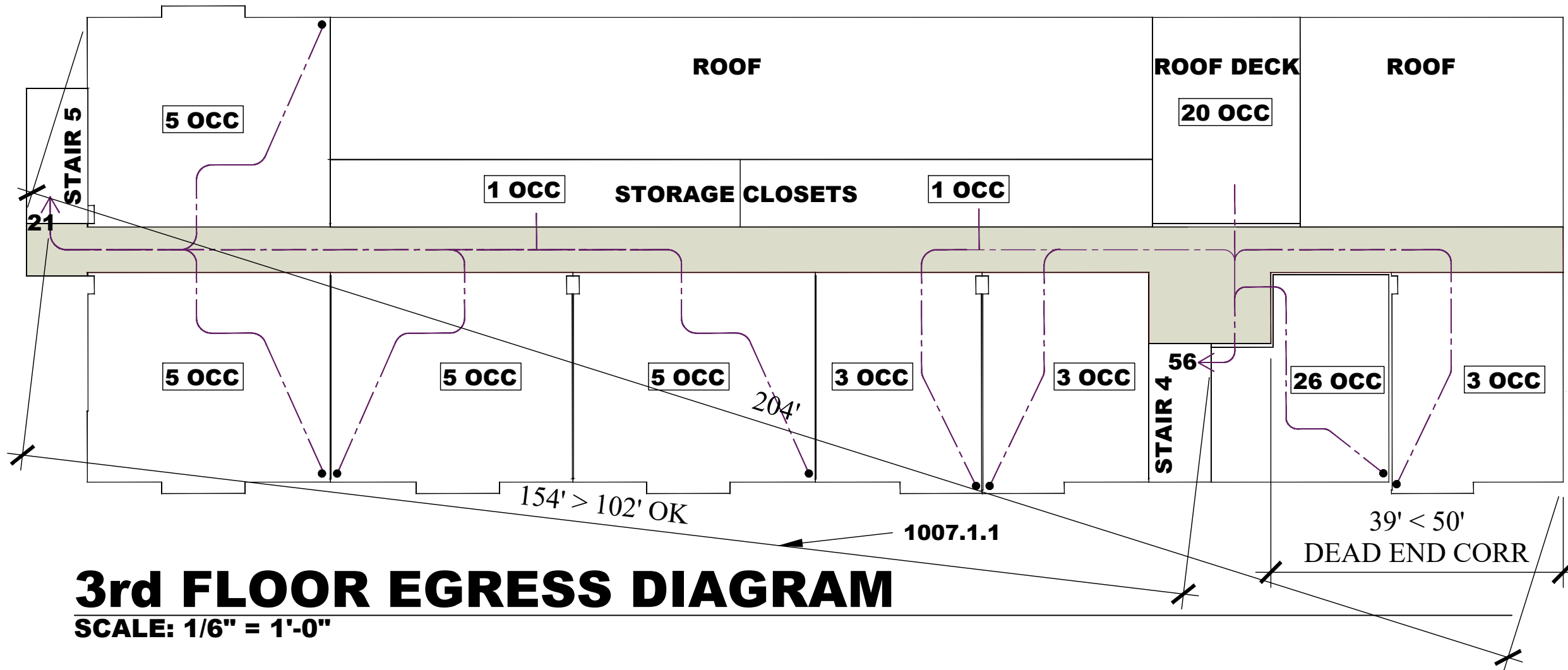
2nd FLOOR EGRESS DIAGRAM

SCALE: 1/16" = 1'-0"



1st FLOOR EGRESS DIAGRAM

SCALE: 1/16" = 1'-0"



**BUILDING 'B'
STORY ANALYSIS**

3 1/2 STORIES MAXIMUM ALLOWED.

STORY SHOWN IN RED AVERAGES GREATER THAN 3 1/2 STORIES
STORY SHOWN IN GREEN AVERAGES LESS THAN 3 1/2 STORIES

TRANSITION OCCURS AT GRADE ELEV OF 366'

SUMMARY: 4 STORY WEST SIDE AVERAGES 3 STORIES
4&3 STORY SOUTH END AVERAGES 3 1/2 STORIES.
4&3 STORY EAST SIDE AVERAGES 3 STORIES
4 STORY NORTH END AVERAGES 3 STORIES

BLGD 'B' HEIGHT ANALYSIS

376
356
=366' AVG

BUILDING 'B'
366' AVG BASE GRADE + 40' HEIGHT LIMIT
= 406' MAX BLDG HEIGHT
SUMMARY:
361' GARAGE SLAB
+38.25' PROPOSED BLDG HEIGHT
= 399.25' PROPOSED ROOF
< 406' MAX. (OK)

INDICATES:
FACADE =
> 3 1/2 STORIES

INDICATES:
FACADE =
< 3 1/2 STORIES

**BUILDING 'A'
STORY ANALYSIS**

3 1/2 STORIES MAXIMUM ALLOWED.

STORY SHOWN IN RED AVERAGES GREATER THAN 3 1/2 STORIES
STORY SHOWN IN GREEN AVERAGES LESS THAN 3 1/2 STORIES

TRANSITION OCCURS AT GRADE ELEV OF 356.5'

SUMMARY: 4 STORY NORTH END AVERAGES 3 1/2 STORIES
3 STORY SOUTH END AVERAGES 3 STORIES.

BLGD 'A' HEIGHT ANALYSIS

361
342
=351.5' AVG

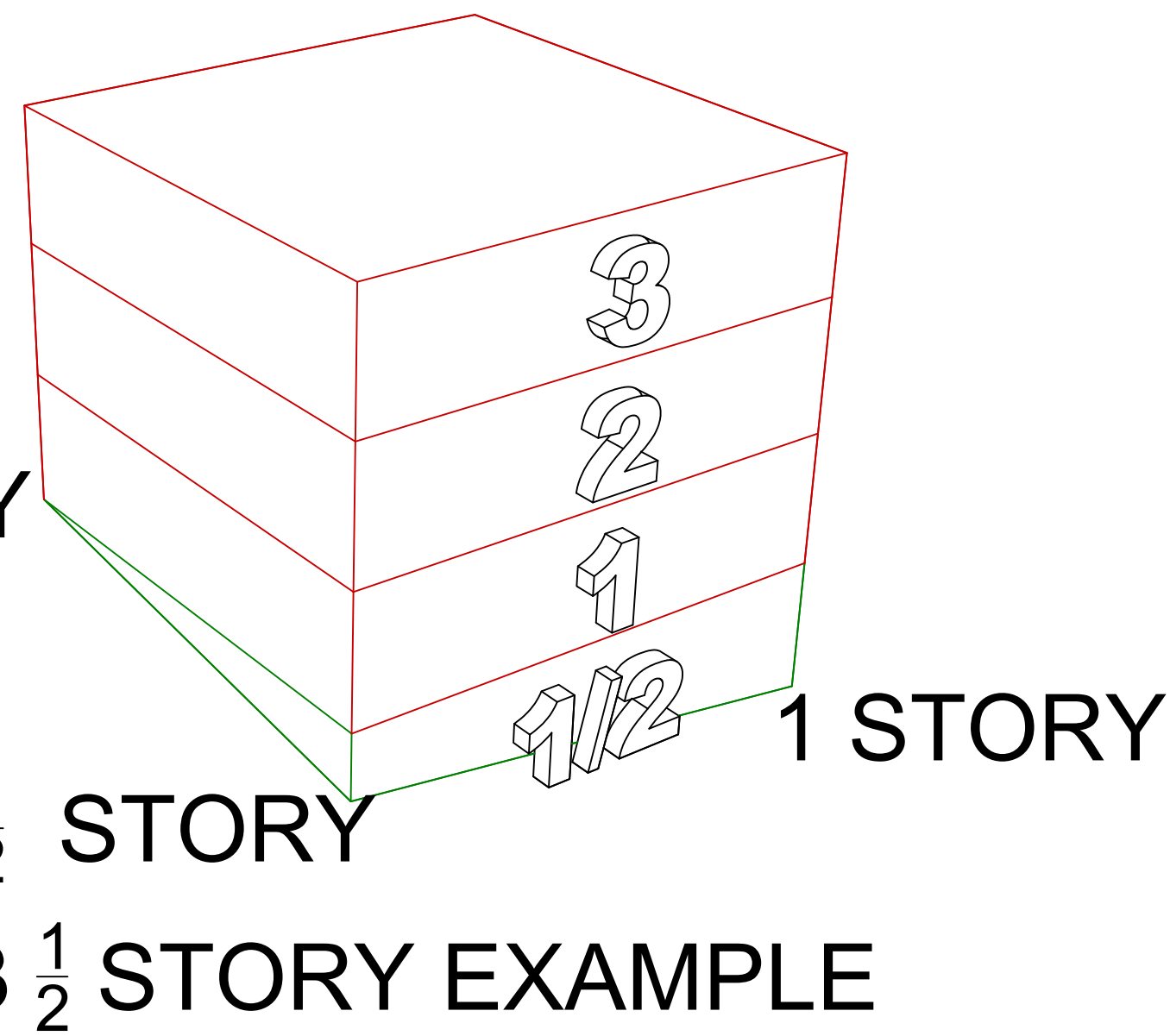
BUILDING 'A'
351.5' AVG BASE GRADE + 40' HEIGHT LIMIT =
391.5' MAX BLDG HEIGHT
SUMMARY:
351.5' GARAGE SLAB
+38.25' PROPOSED BLDG HEIGHT
= 389.75' PROPOSED ROOF
< 391.5' MAX. (OK)

NORTH WING AVERAGES 3 1/2 STORIES

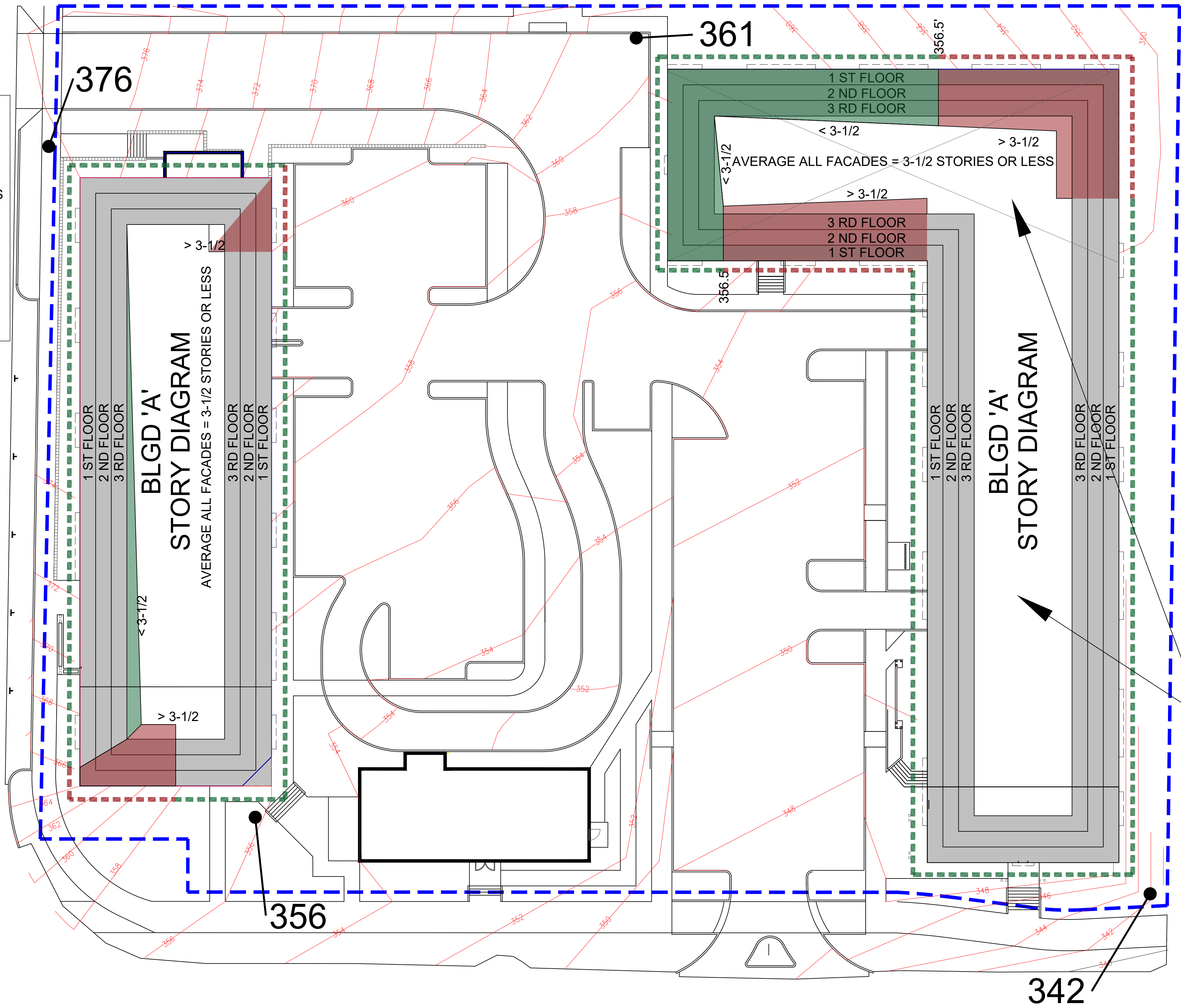
SOUTH WING AVERAGES 3 STORIES

INDICATES:
FACADE =
> 3 1/2 STORIES

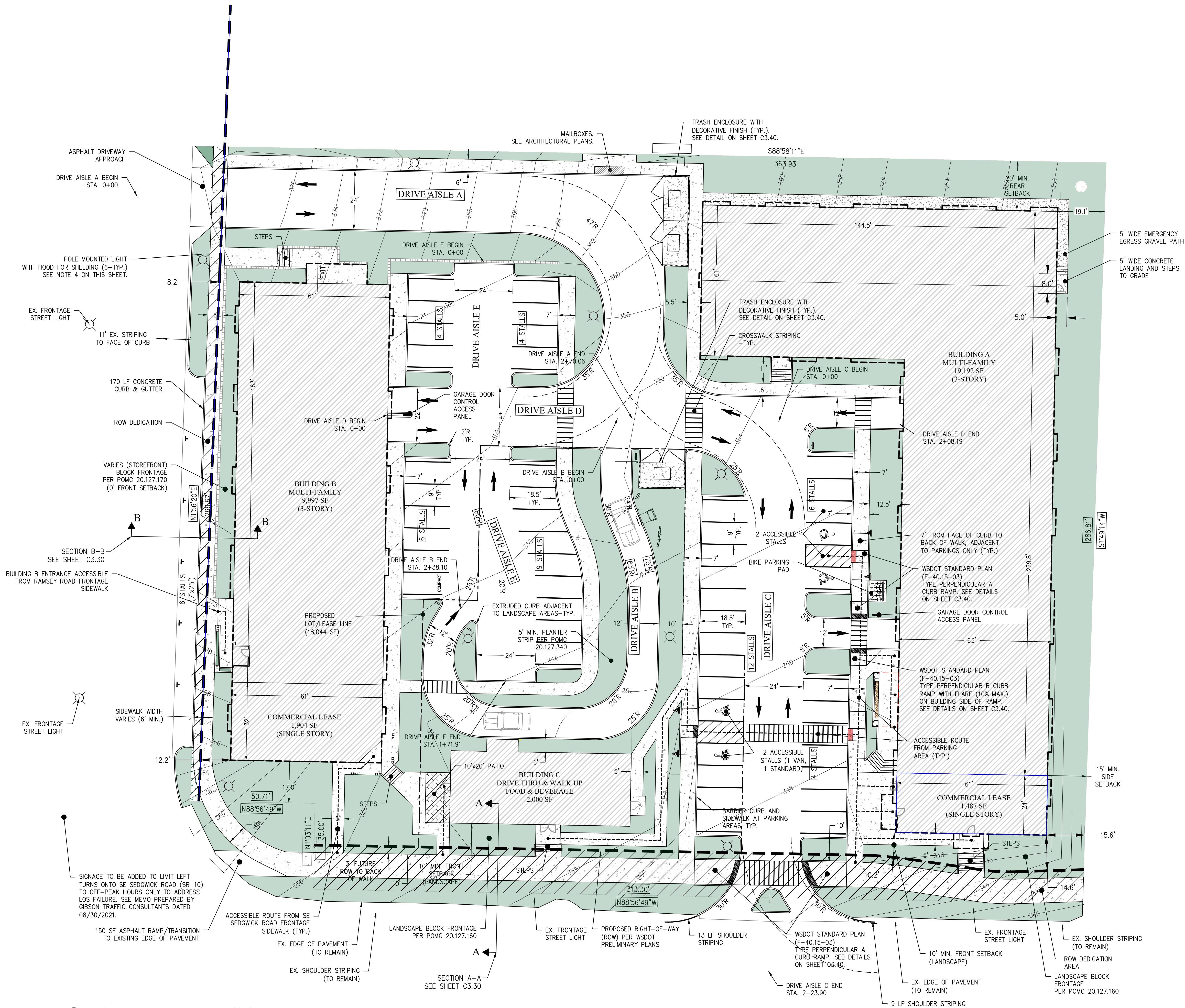
INDICATES:
FACADE =
< 3 1/2 STORIES



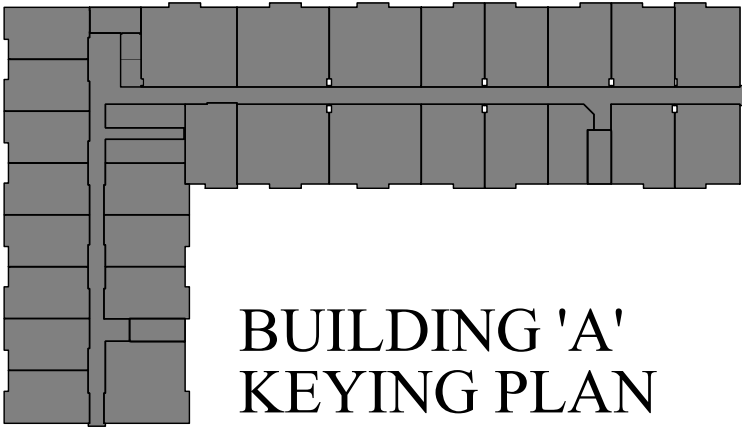
BUILDING HEIGHT AND BUILDING STORIES ANALYSIS



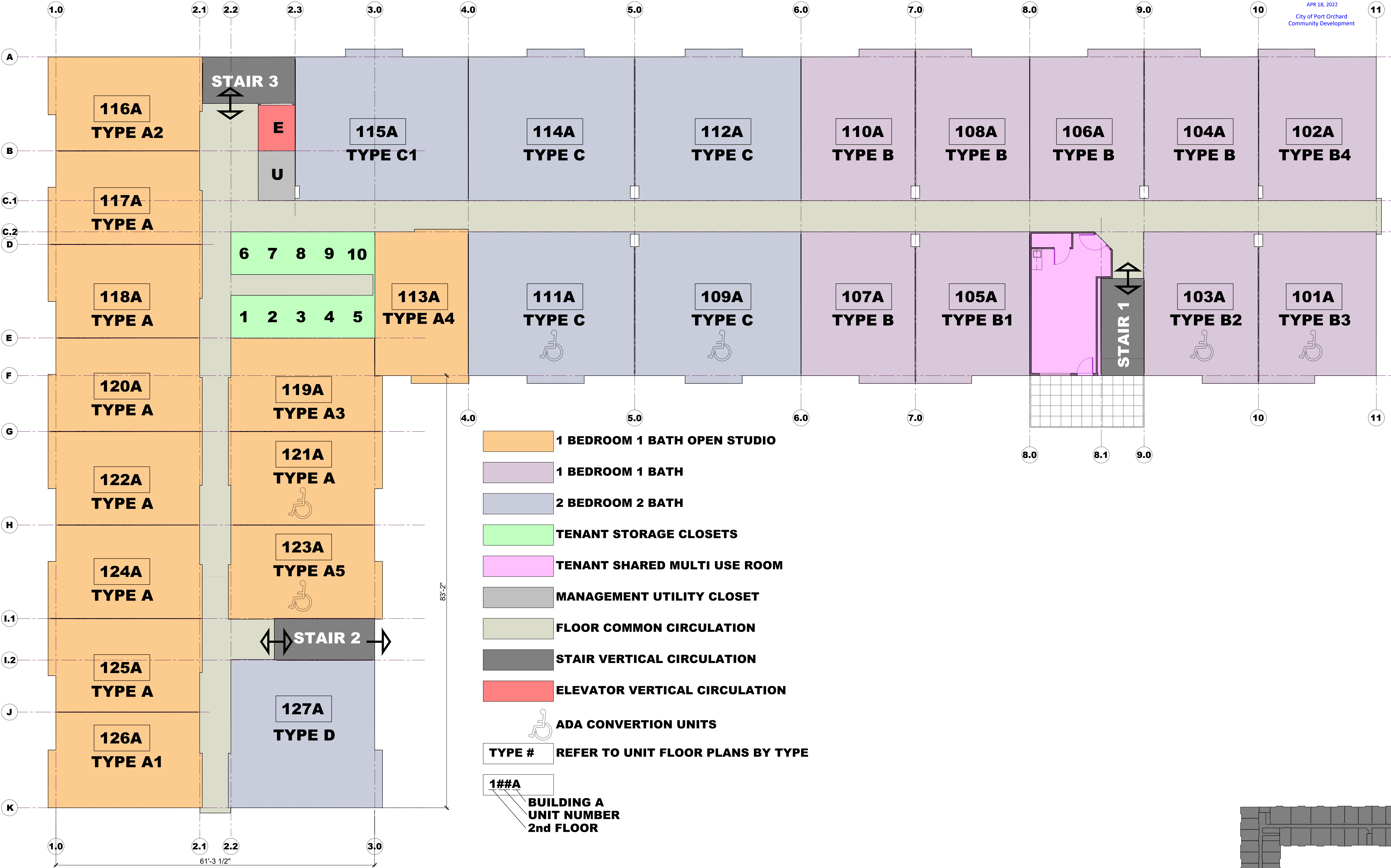
THE RAMSEY
MULTI FAMILY MIXED USE PROJECT
PORT ORCHARD, WA

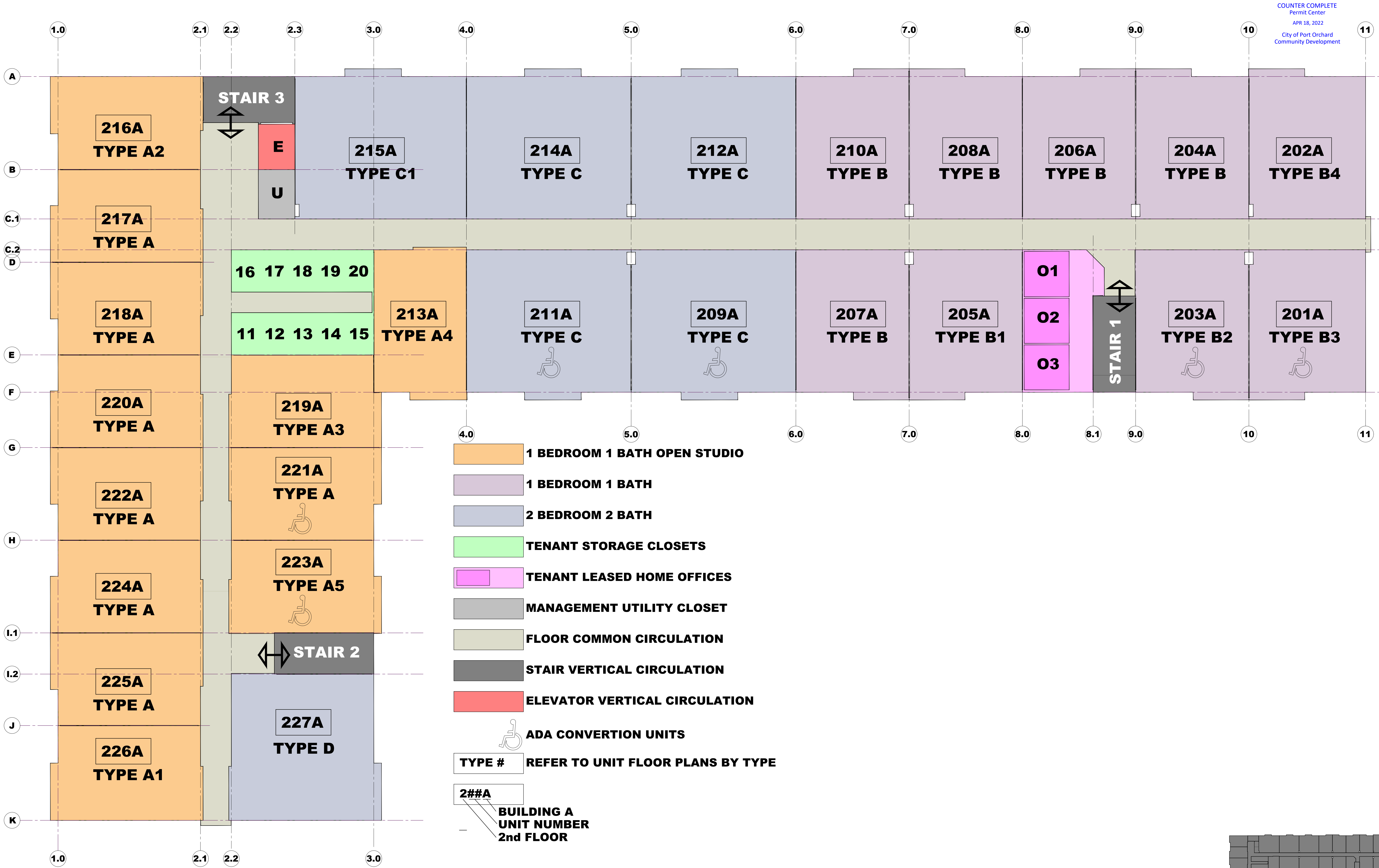


SITE PLAN
SCALE: 1" = 20'



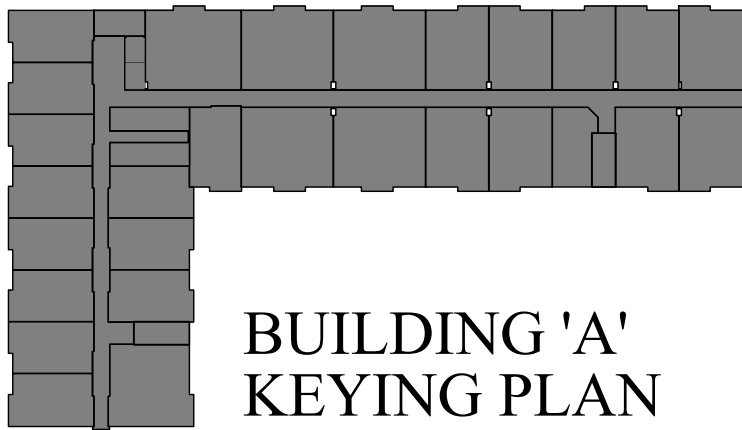
BUILDING 'A'
KEYING PLAN





2nd FLOOR DIAGRAM

SCALE: 1/8" = 1'-0"



BUILDING 'A'
KEYING PLAN

- 1 BEDROOM 1 BATH OPEN STUDIO
- 1 BEDROOM 1 BATH
- 2 BEDROOM 2 BATH
- TENANT STORAGE CLOSETS
- TENANT LEASED HOME OFFICES
- MANAGEMENT UTILITY CLOSET
- FLOOR COMMON CIRCULATION
- STAIR VERTICAL CIRCULATION
- ELEVATOR VERTICAL CIRCULATION
- ADA CONVERSION UNITS
- TYPE # REFER TO UNIT FLOOR PLANS BY TYPE
- 2##A BUILDING A UNIT NUMBER 2nd FLOOR

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City of Port Orchard
Community Development

Lyman Architects
360 810 8900
4235 SE Mile Hill Dr.
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Port Orchard, WA 98366
www.lymanarchitects.com

DATE:
FEB 25, 2022

DRAWING SET:
DESIGN DEV

THE RAMSEY
MULTI FAMILY MIXED USE PROJECT
PORT ORCHARD, WA

BUILDING 'A'

SHEET
2nd FLOOR DIAGRAM

PROJ. # 158-1

SHEET
A21.2
OF 0

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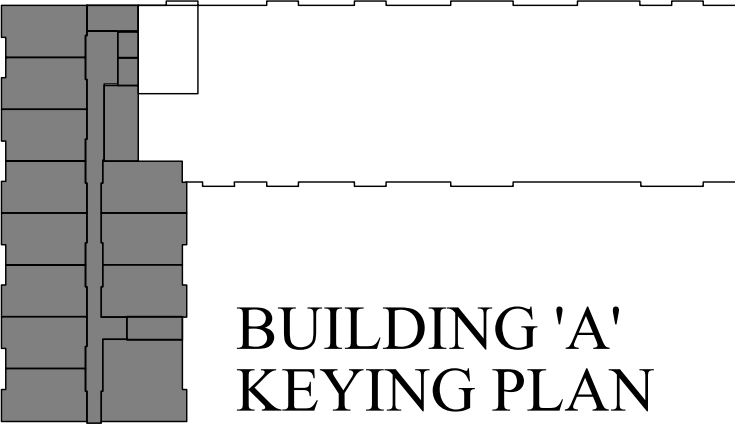
THE RAMSEY
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PORT ORCHARD, WA

BUILDING 'A'

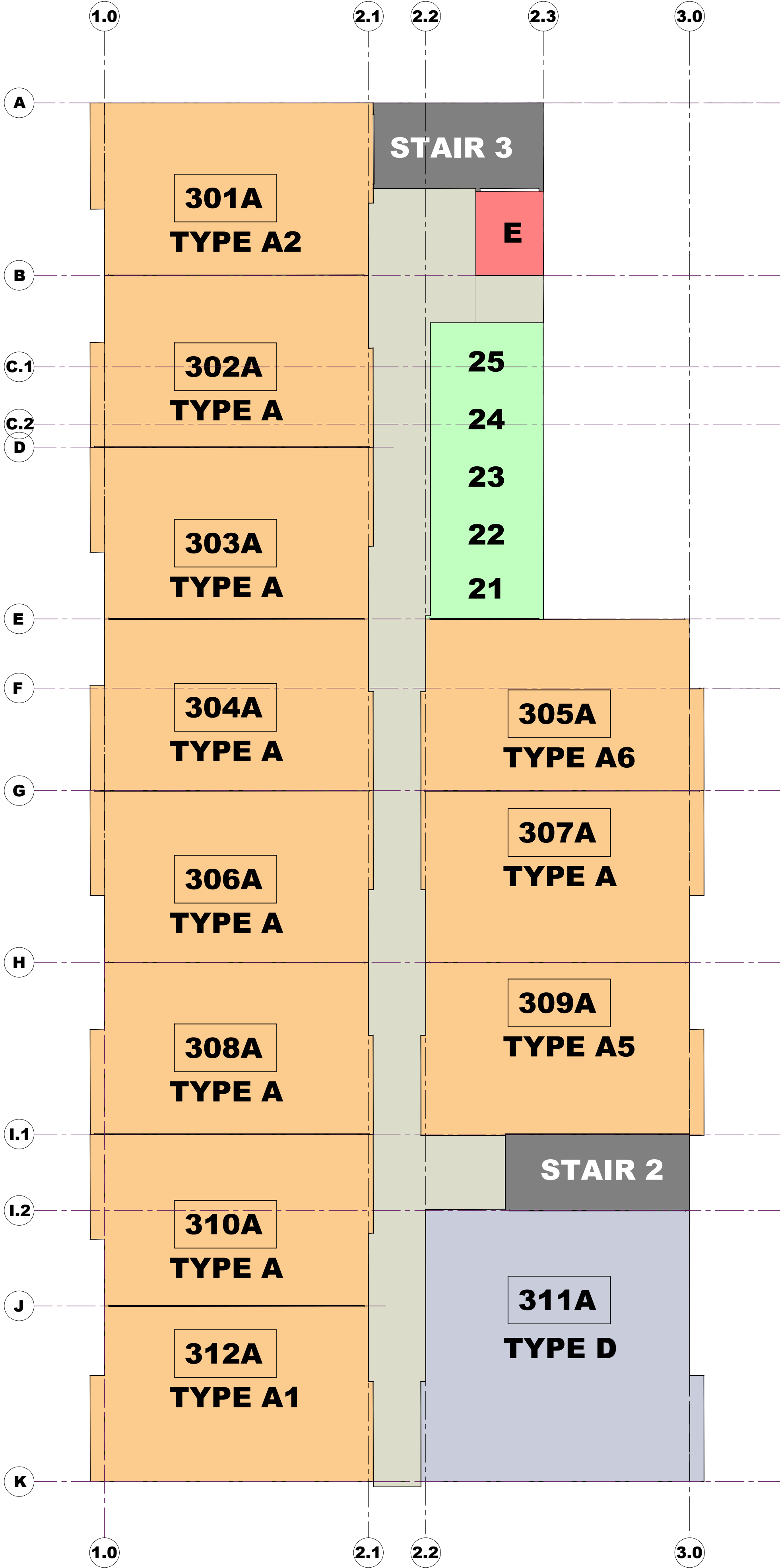
SHEET
3rd FLOOR DIAGRAM

PROJ. # 158-1

SHEET
A21.3
OF 0



BUILDING 'A'
KEYING PLAN



4.0

1 BEDROOM 1 BATH OPEN STUDIO

2.2

2 BEDROOM 2 BATH

2.5

TENANT STORAGE CLOSETS

2.1

FLOOR COMMON CIRCULATION

2.3

STAIR VERTICAL CIRCULATION

2.4

ELEVATOR VERTICAL CIRCULATION

2.6

ADA CONVERSION UNITS

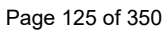
2.7

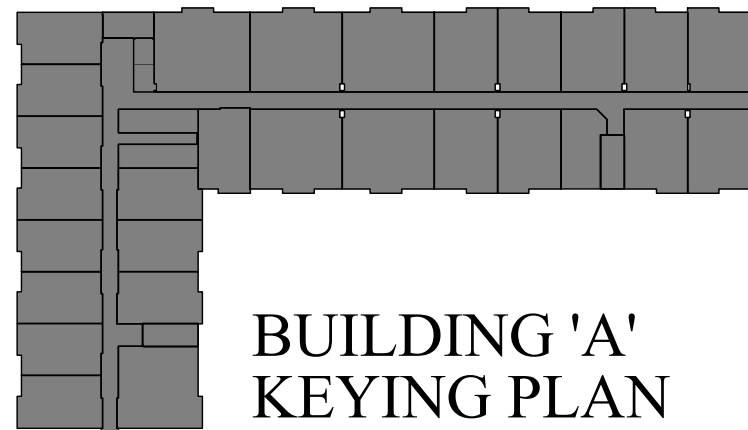
TYPE # REFER TO UNIT FLOOR PLANS BY TYPE

2.8

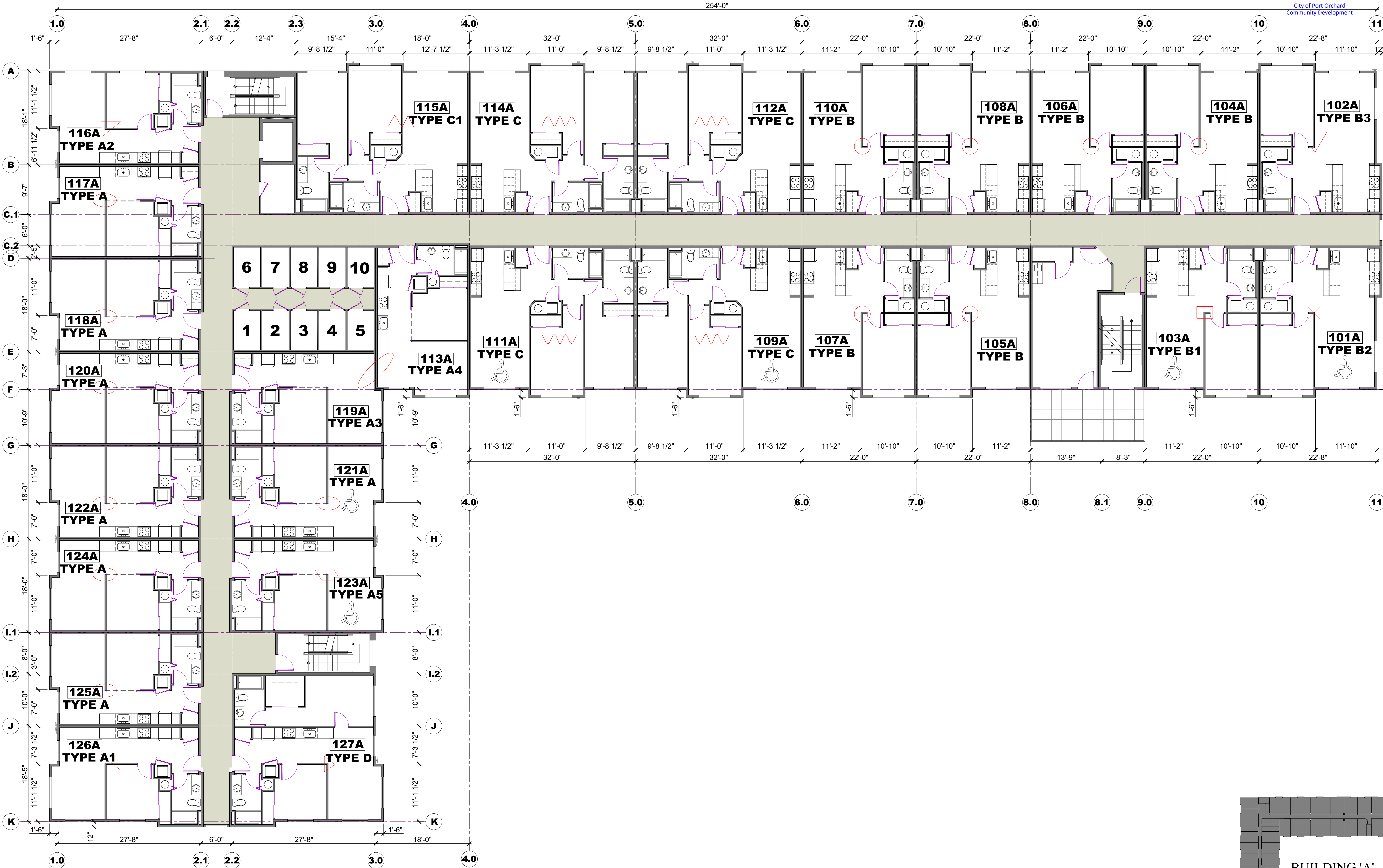
3##A BUILDING A UNIT NUMBER 3rd FLOOR

3rd FLOOR DIAGRAM
SCALE: 1/8" = 1'-0"

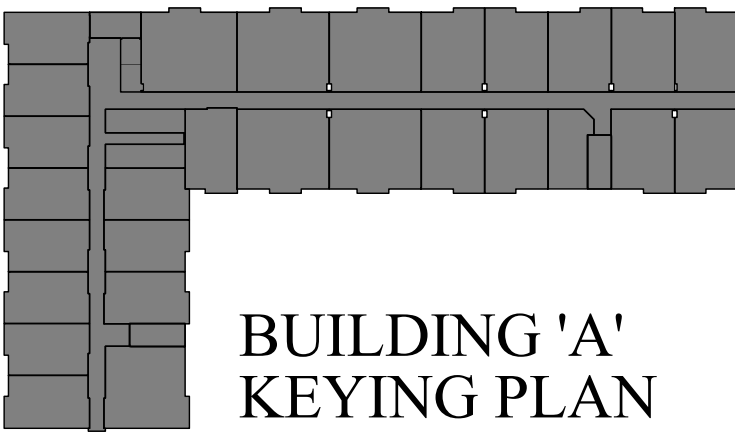




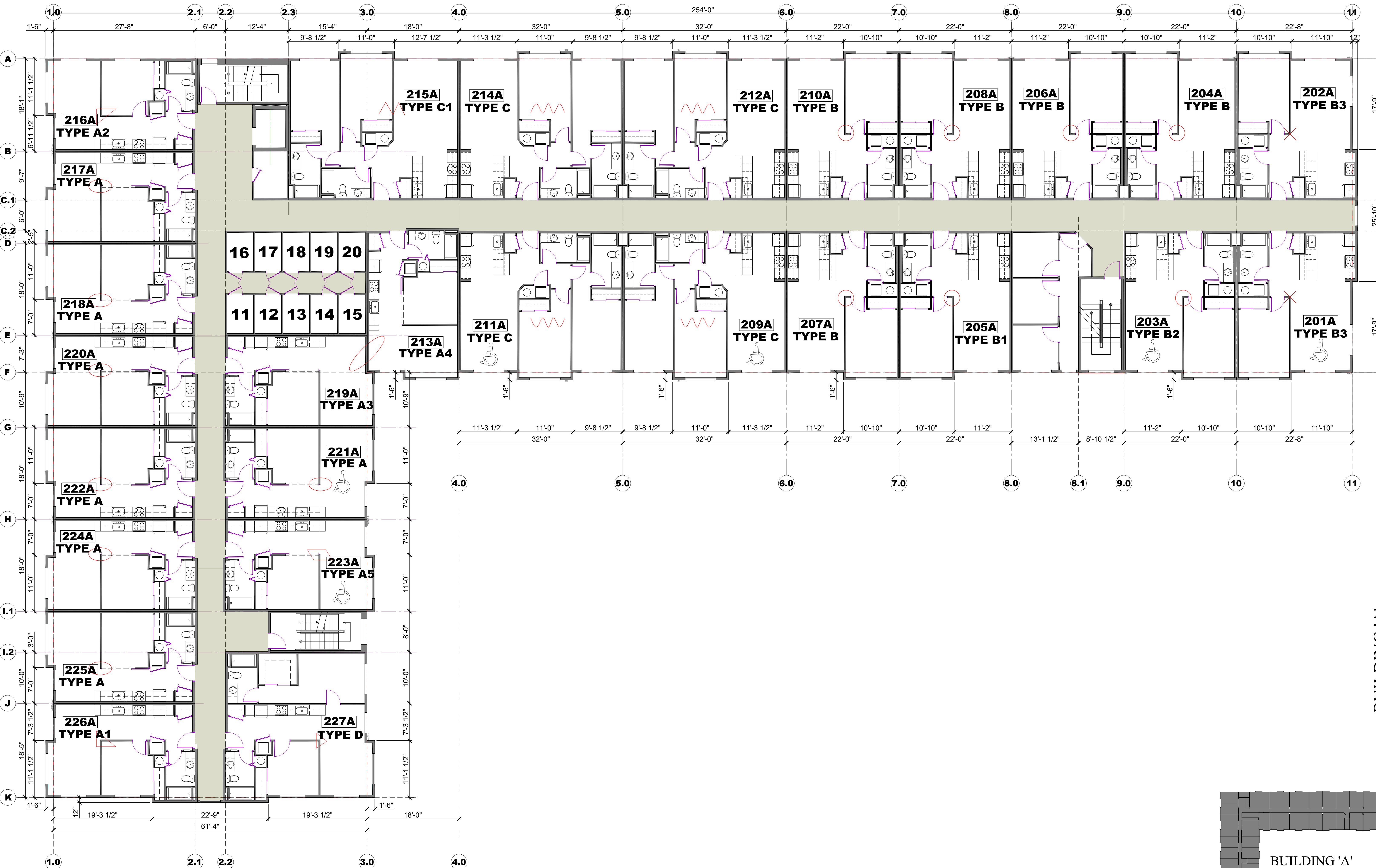
BUILDING 'A'
KEYING PLAN



1st FLOOR PLAN
SCALE: 1/8" = 1'-0"



BUILDING 'A'
KEYING PLAN



2nd FLOOR PLAN
SCALE: 1/8" = 1'-0"

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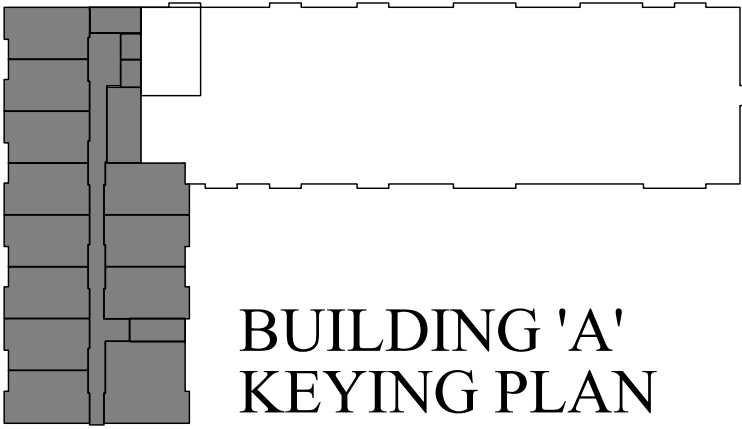
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BUILDING 'A'

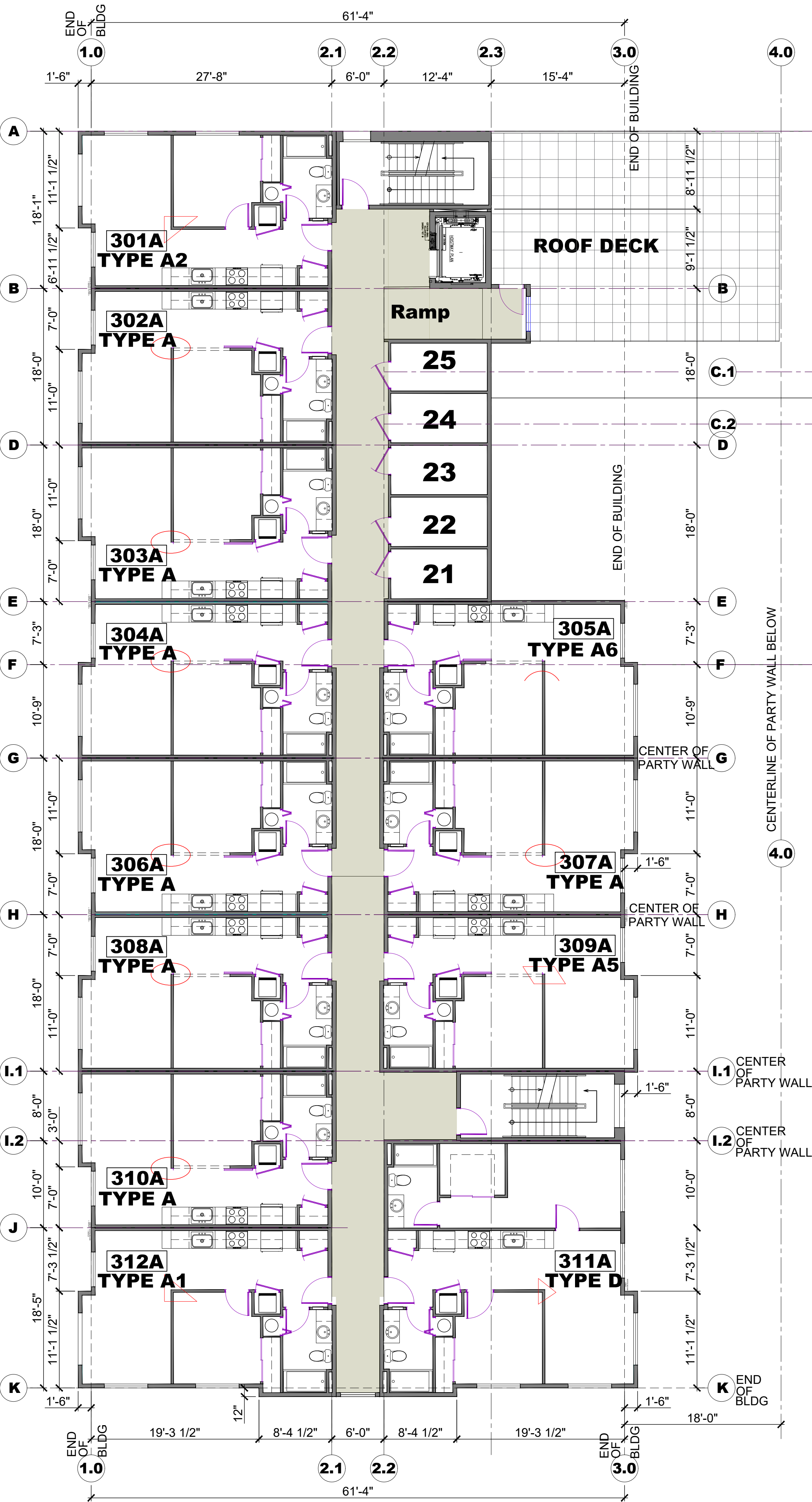
SHEET
3rd FLOOR PLAN

PROJ. # 158-1

SHEET
A21.7
OF
0



BUILDING 'A'
KEYING PLAN



3rd FLOOR PLAN
SCALE: 1/8" = 1'-0"

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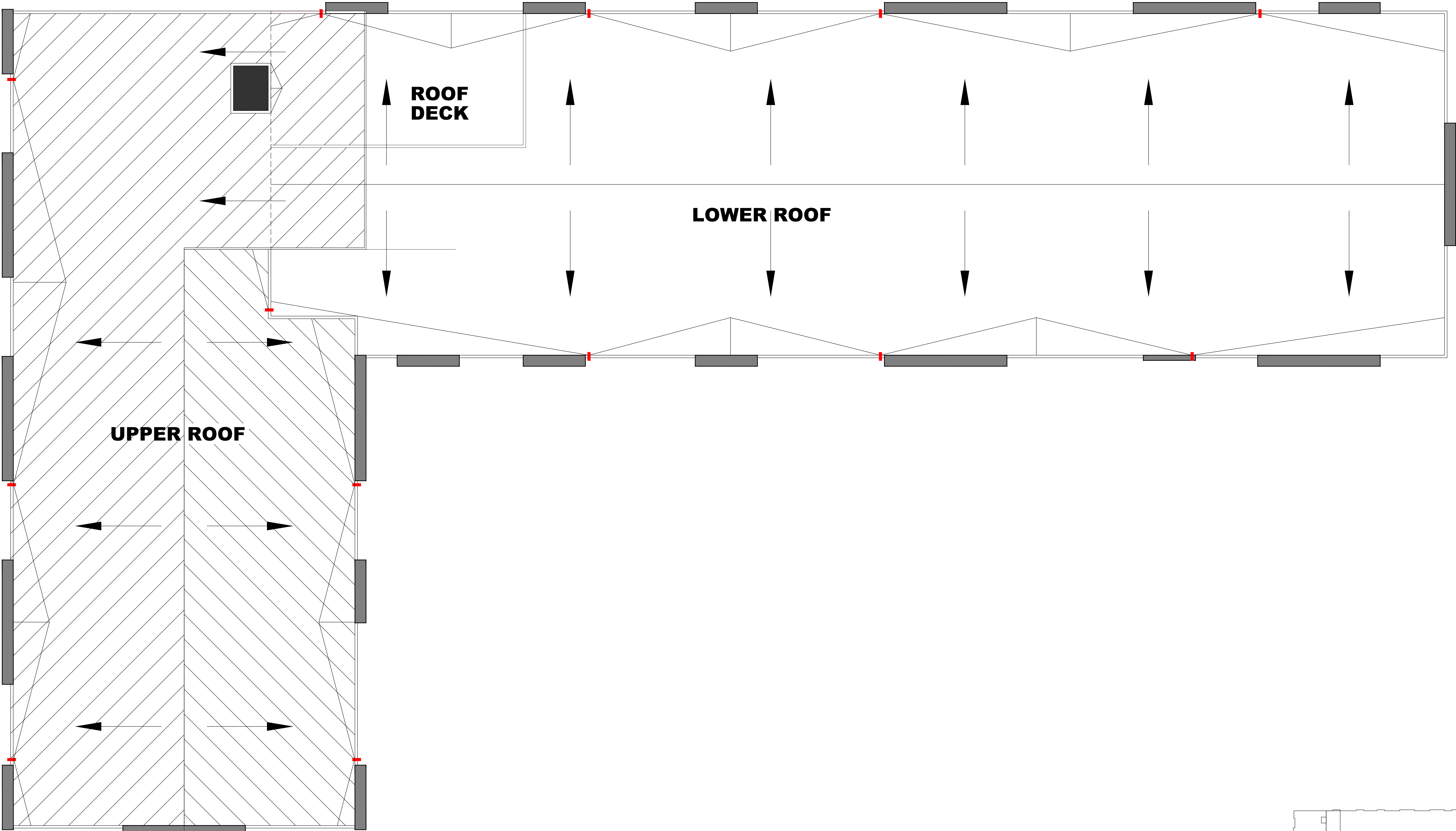
THE RAMSEY
MULTI FAMILY MIXED USE PROJECT
PORT ORCHARD, WA

BUILDING 'A'

SHEET
ROOF PLAN

PROJ. # 158-1

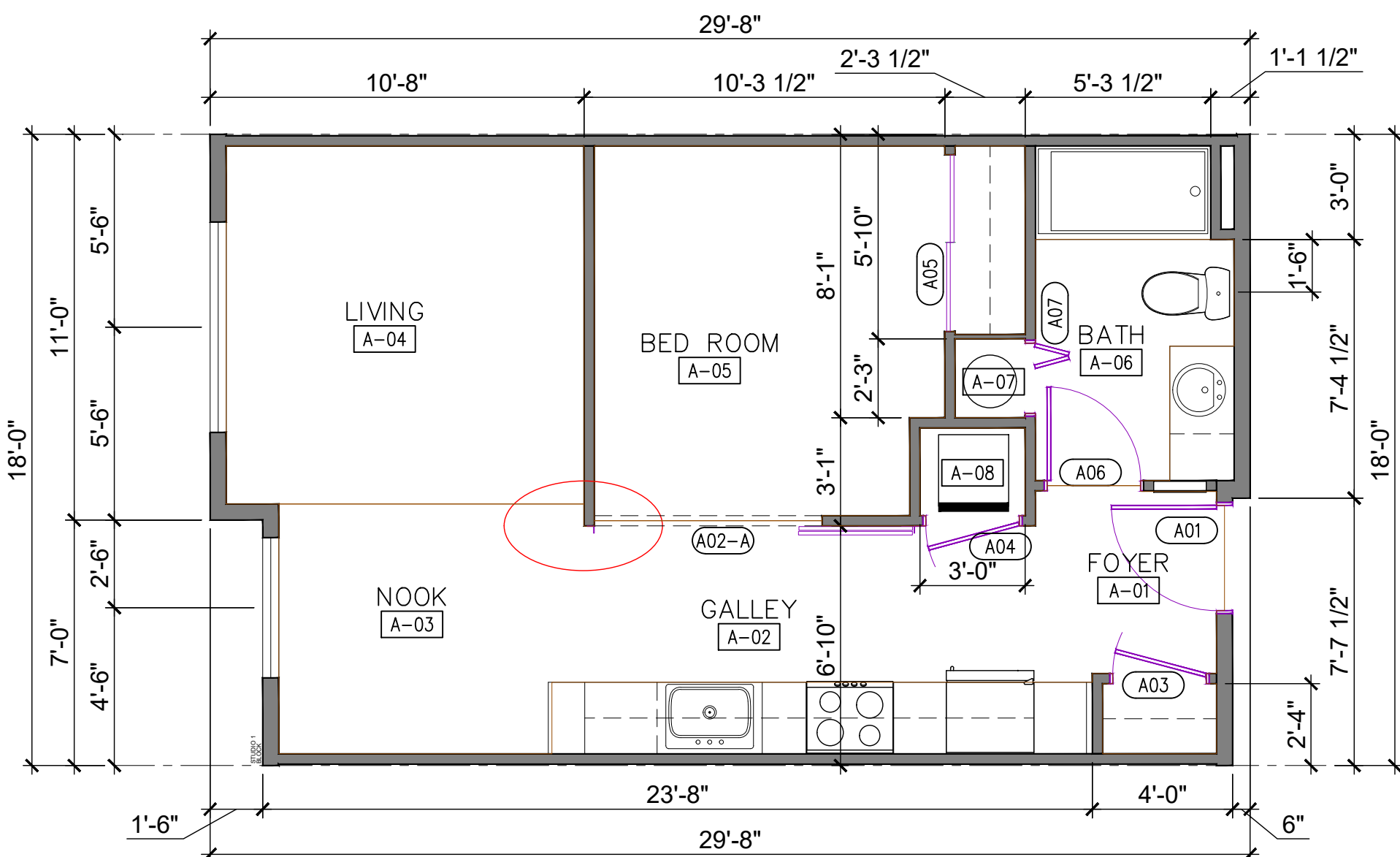
SHEET
A21.8
OF 0



ROOF PLAN
SCALE: 1/8" = 1'-0"

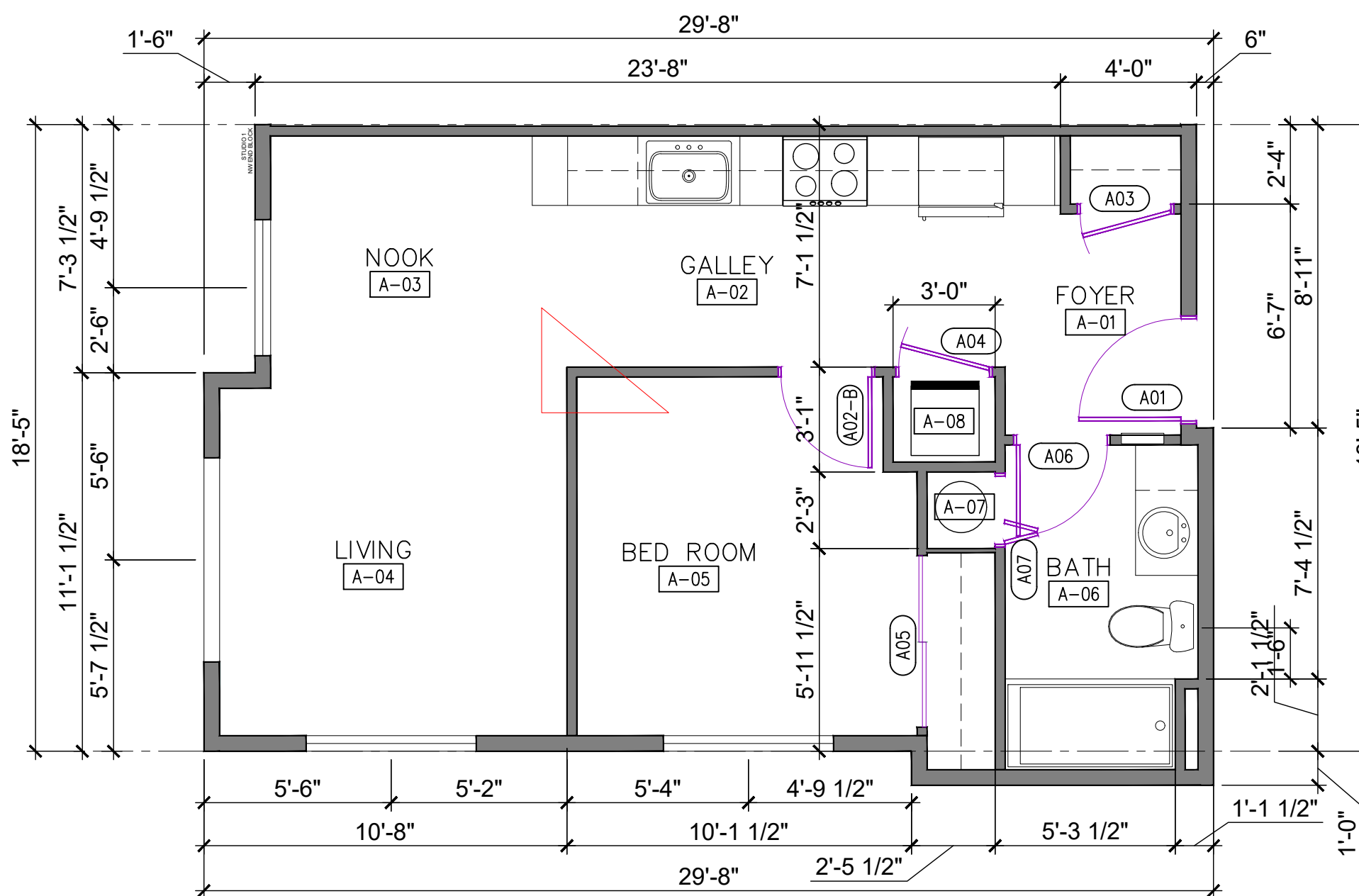


BUILDING 'A'
KEYING PLAN



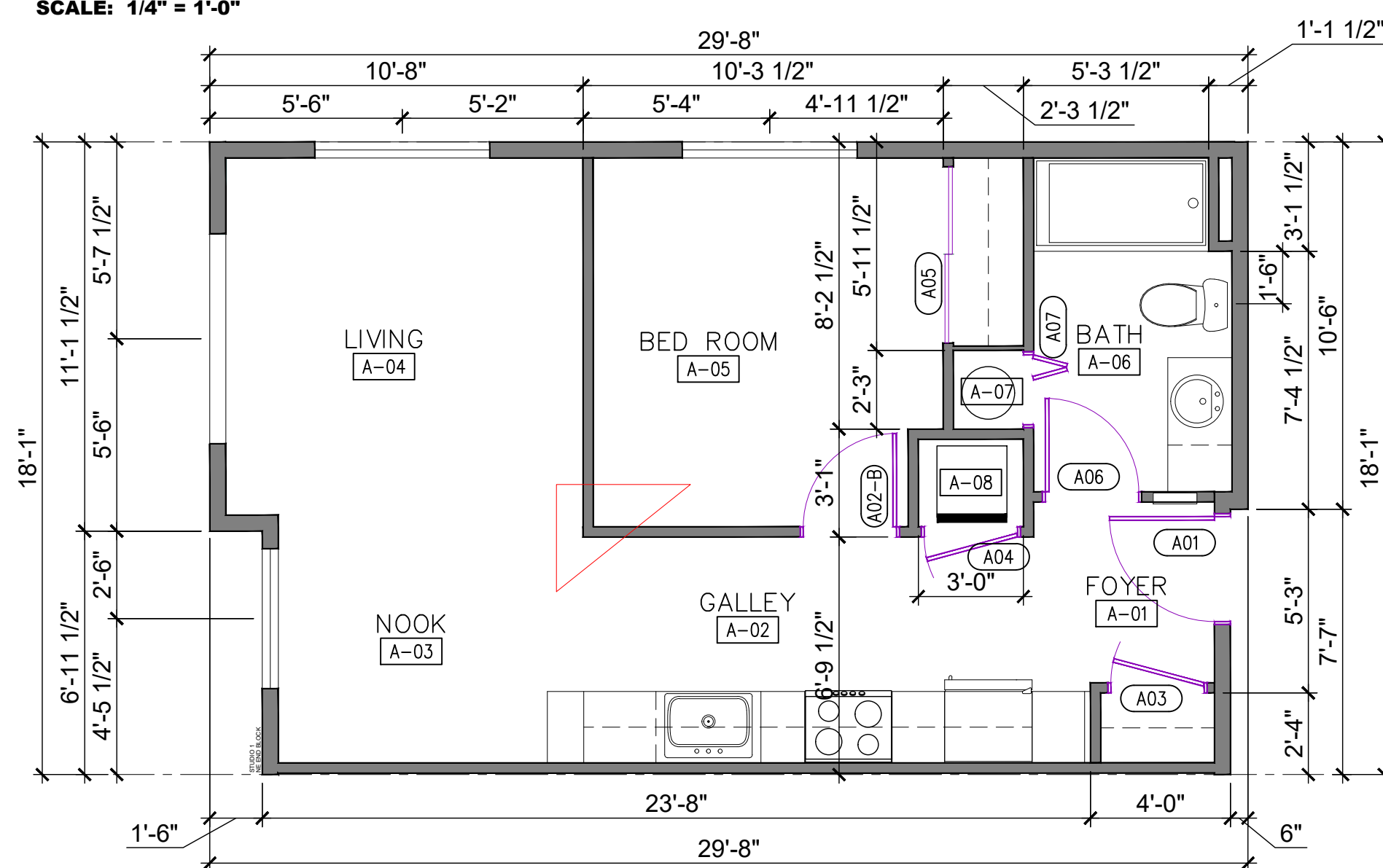
TYPE A FLOOR PLAN
SCALE: 1/4" = 1'-0"

21 UNITS:
117A, 118A, 120A, 121A, 122A, 124A, 125A, 217A, 218A, 220A,
221A, 222A, 224A, 225A, 302A, 303A, 304A, 306A, 307A, 308A, 310A



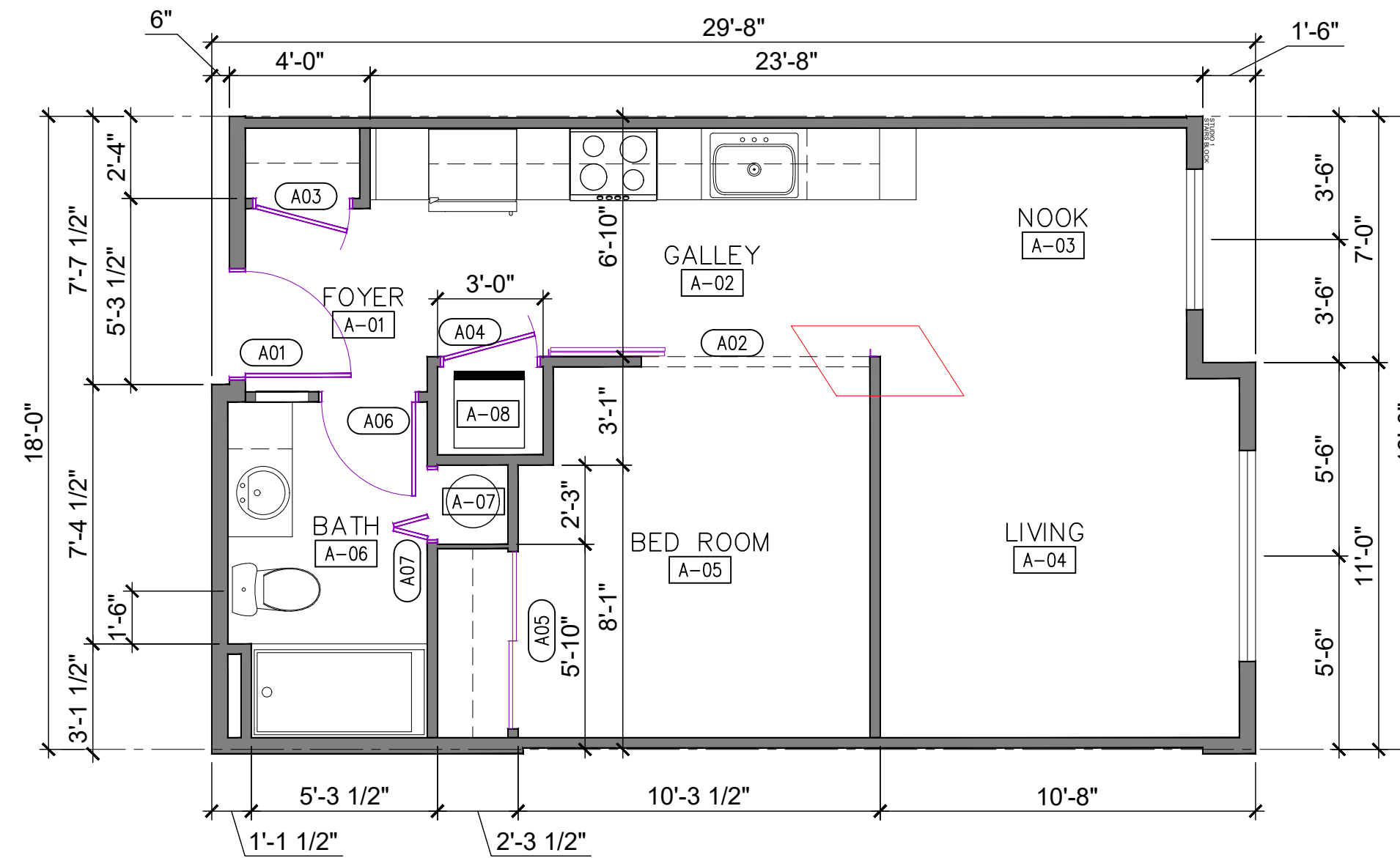
TYPE A1 FLOOR PLAN
SCALE: 1/4" = 1'-0"

3 UNITS:
126A, 226A, 312A



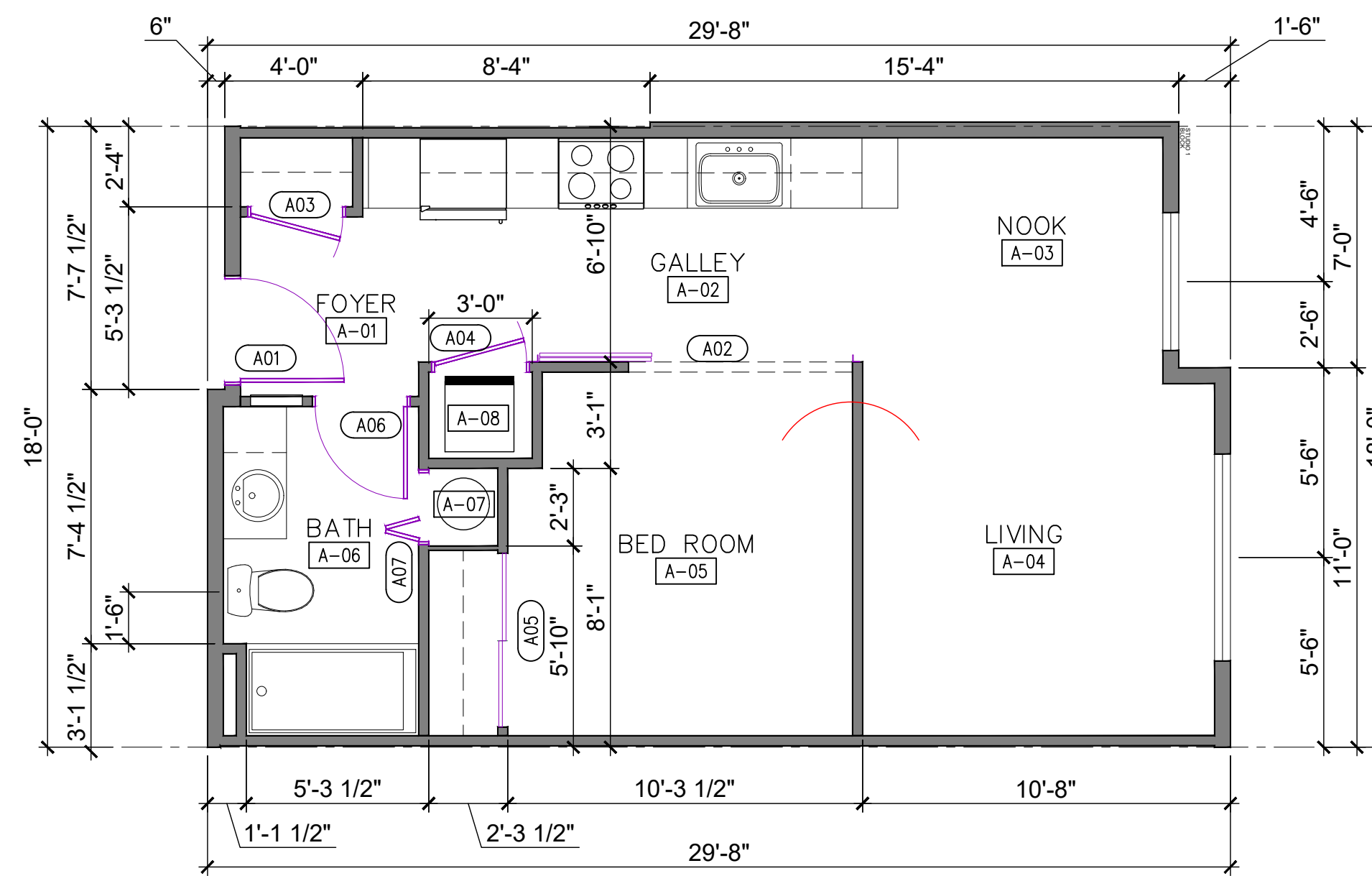
TYPE A2 FLOOR PLAN
SCALE: 1/4" = 1'-0"

3 UNITS:
116A, 216A, 301A



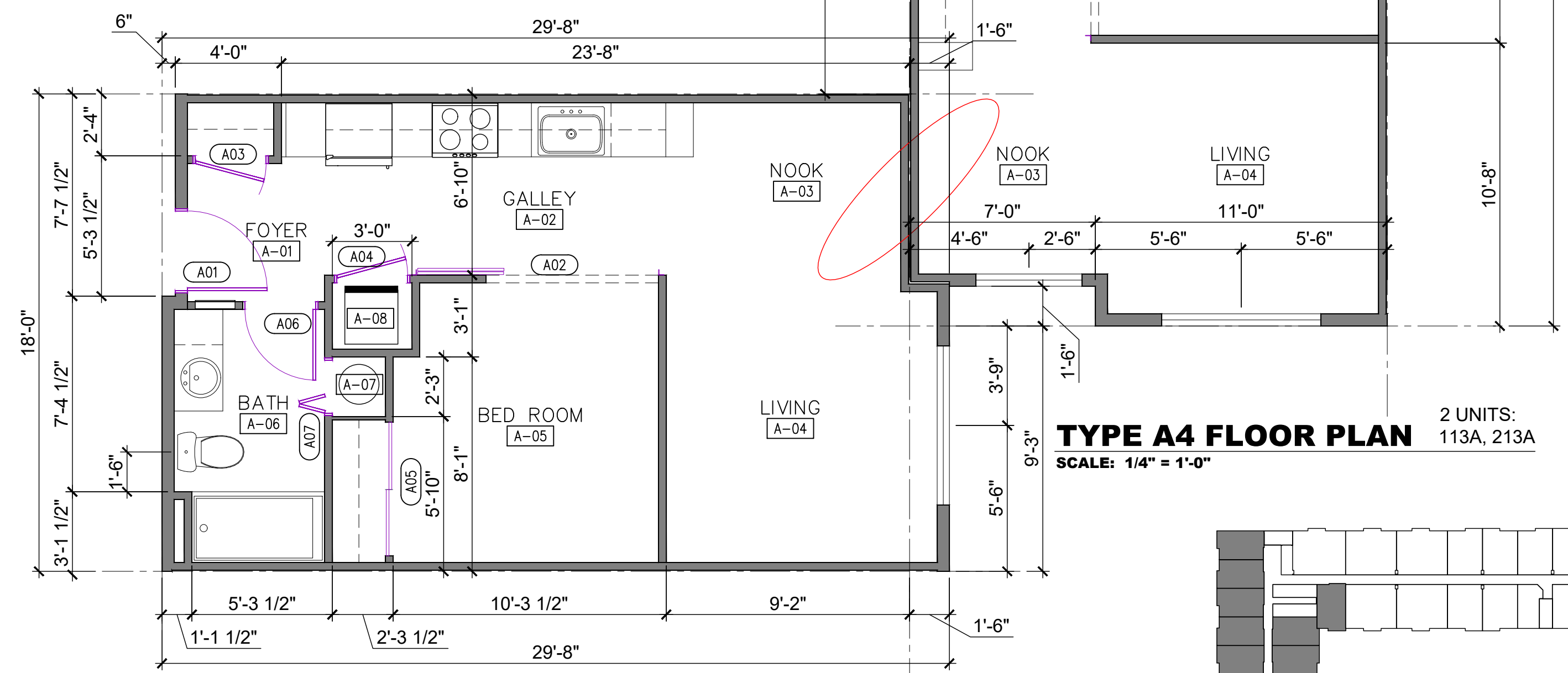
TYPE A5 FLOOR PLAN
SCALE: 1/4" = 1'-0"

3 UNITS:
123A, 223A, 309A

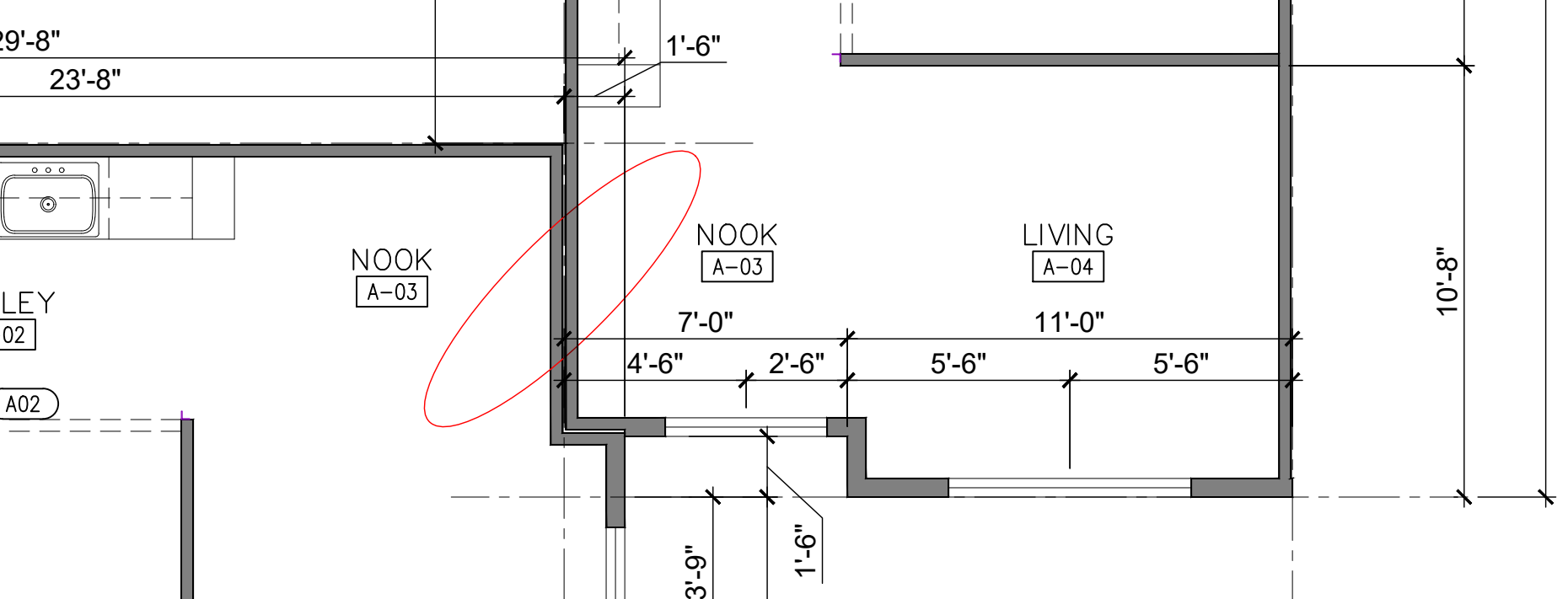


TYPE A6 FLOOR PLAN
SCALE: 1/4" = 1'-0"

1 UNIT: 305A

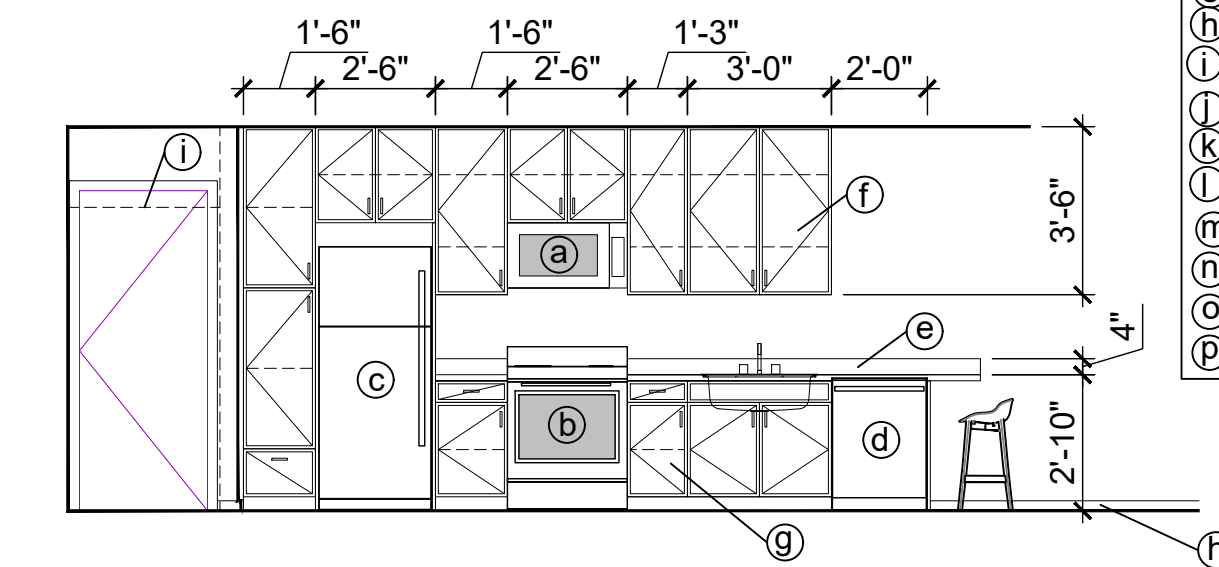


TYPE A3 FLOOR PLAN
SCALE: 1/4" = 1'-0"

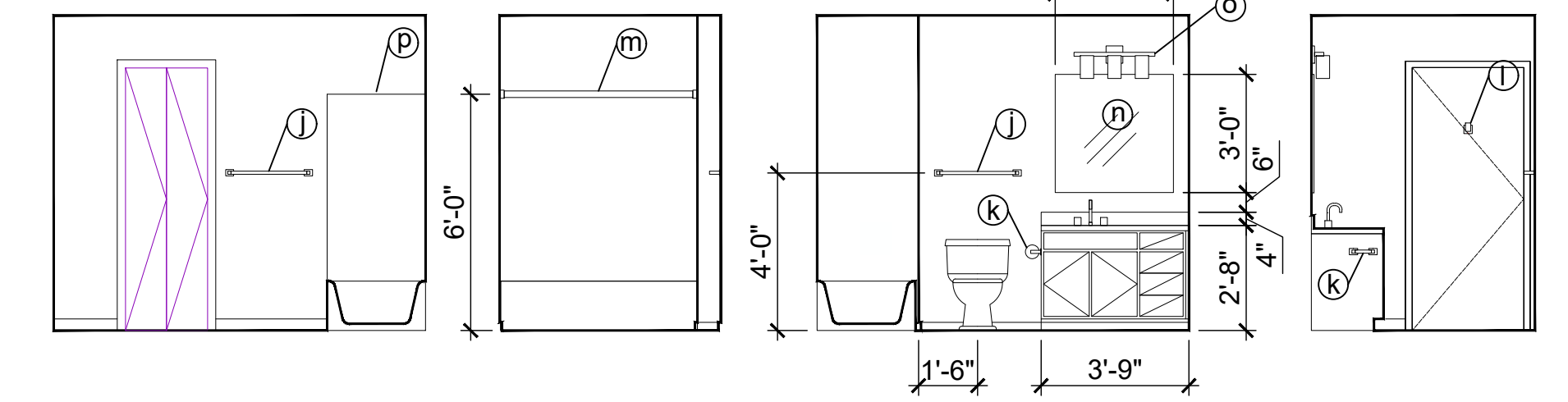


TYPE A4 FLOOR PLAN
SCALE: 1/4" = 1'-0"

2 UNITS:
113A, 213A



TYPE A KITCHEN ELEVATION
SCALE: 1/4" = 1'-0"



TYPE A BATH ELEVATIONS
SCALE: 1/4" = 1'-0"

UNIT TYPE A INTERIOR ELEVATION KEYED NOTES:	
(a)	MICROWAVE OVEN W/ DUCTED VENT
(b)	SLIDE IN OVEN/COOK TOP
(c)	REFRIGERATOR/FREEZER/ICE MAKER
(d)	ENERGY SAVER DISH WASHER
(e)	BACK SPLASH
(f)	UPPER CABINETS W/ ADJUST SHELVES
(g)	BASE CABS W/ FULL EXTENSION HARDWARE
(h)	WALL BASE, CONTINUOUS
(i)	COAT CLOSET W/ SHELF & ROD
(j)	24" TOWEL BAR
(k)	TOILET PAPER DISPENSER, SURFACE MT
(l)	COAT HOOK
(m)	SHOWER CURTAIN ROD
(n)	36"X36" BEVELED MIRROR
(o)	VANITY WALL SCONCE LIGHT FIXTURE
(p)	SHOWER ENCLOSURE WALLS

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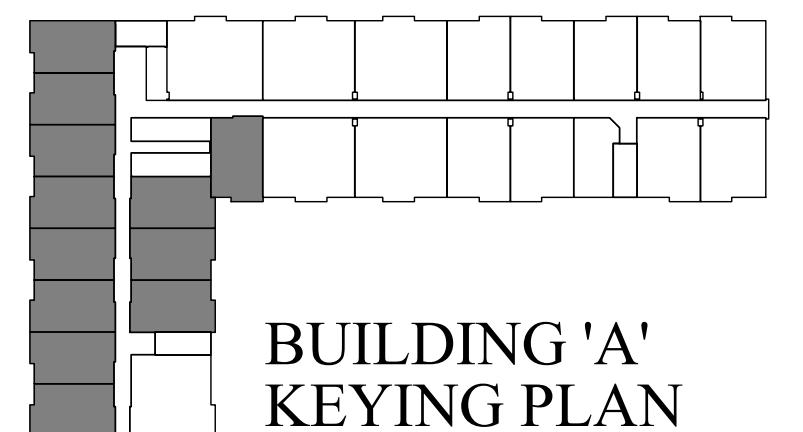
THE RAMSEY
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PORT ORCHARD, WA

BUILDING 'A'

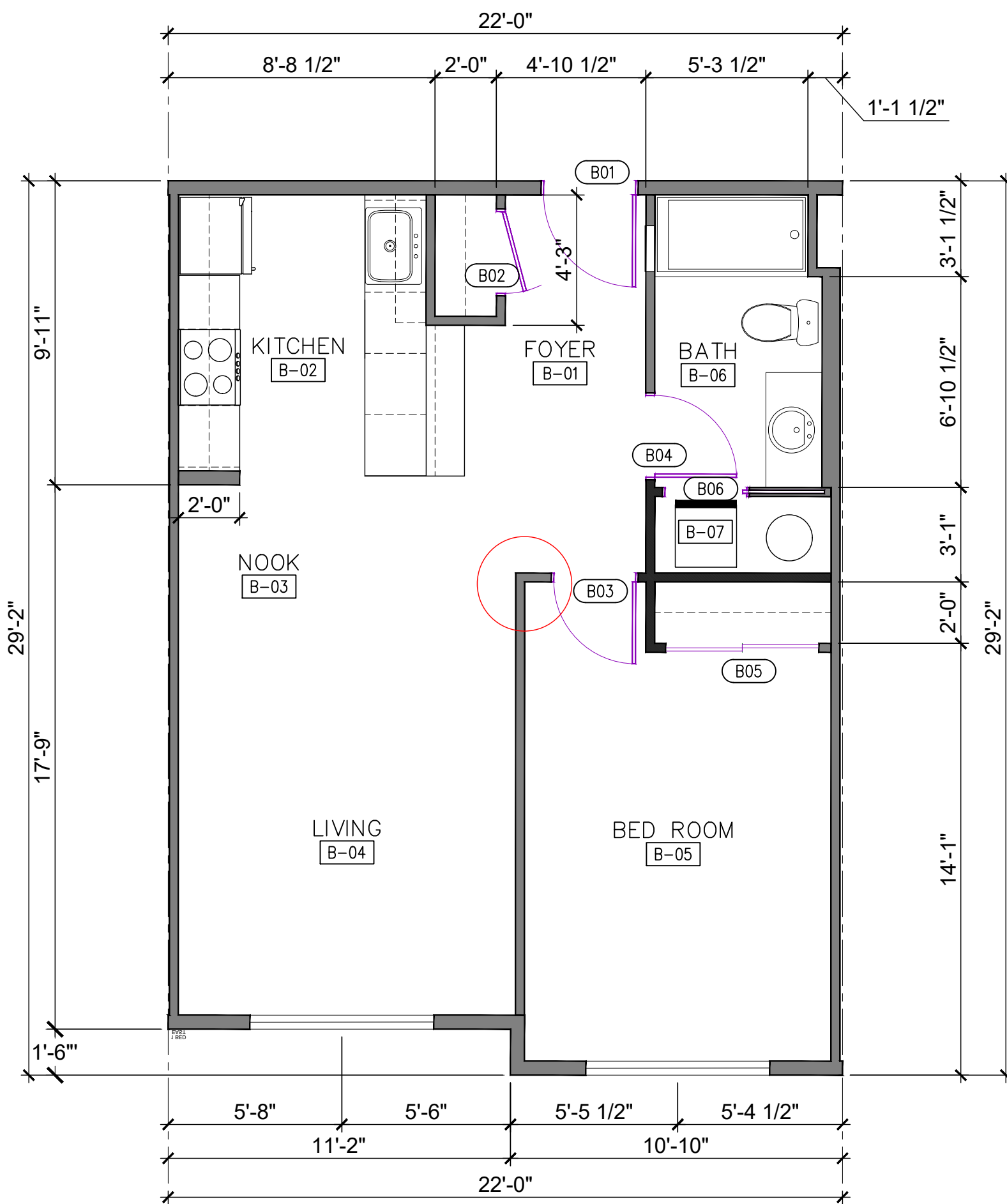
SHEET
TYPE A ENLARGED PLANS
INTERIOR ELEVATIONS

PROJ. # 158-1

SHEET
A21.9
OF 0

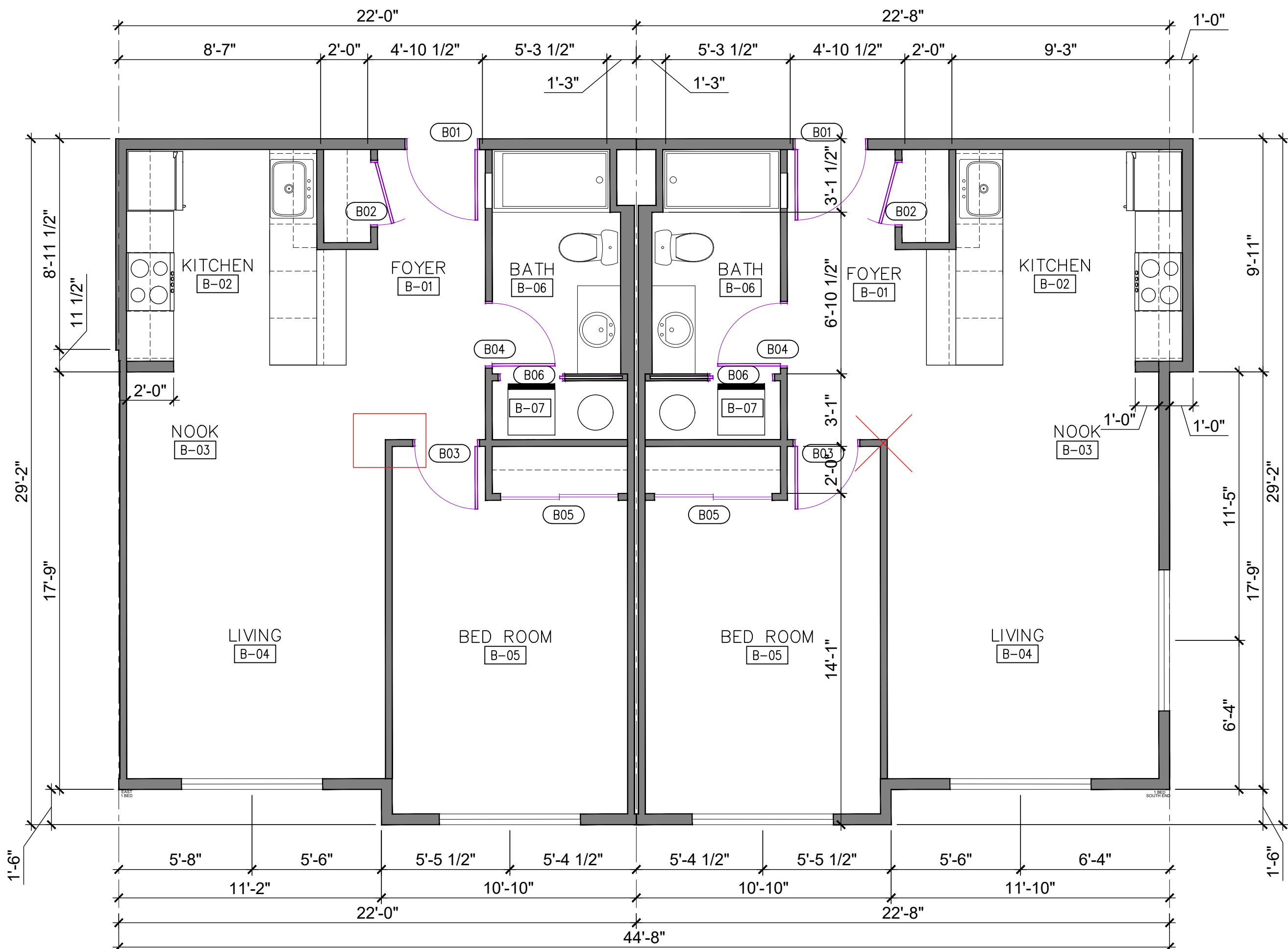


BUILDING 'A'
KEYING PLAN



TYPE B FLOOR PLAN

SCALE: 1/4" = 1'-0"

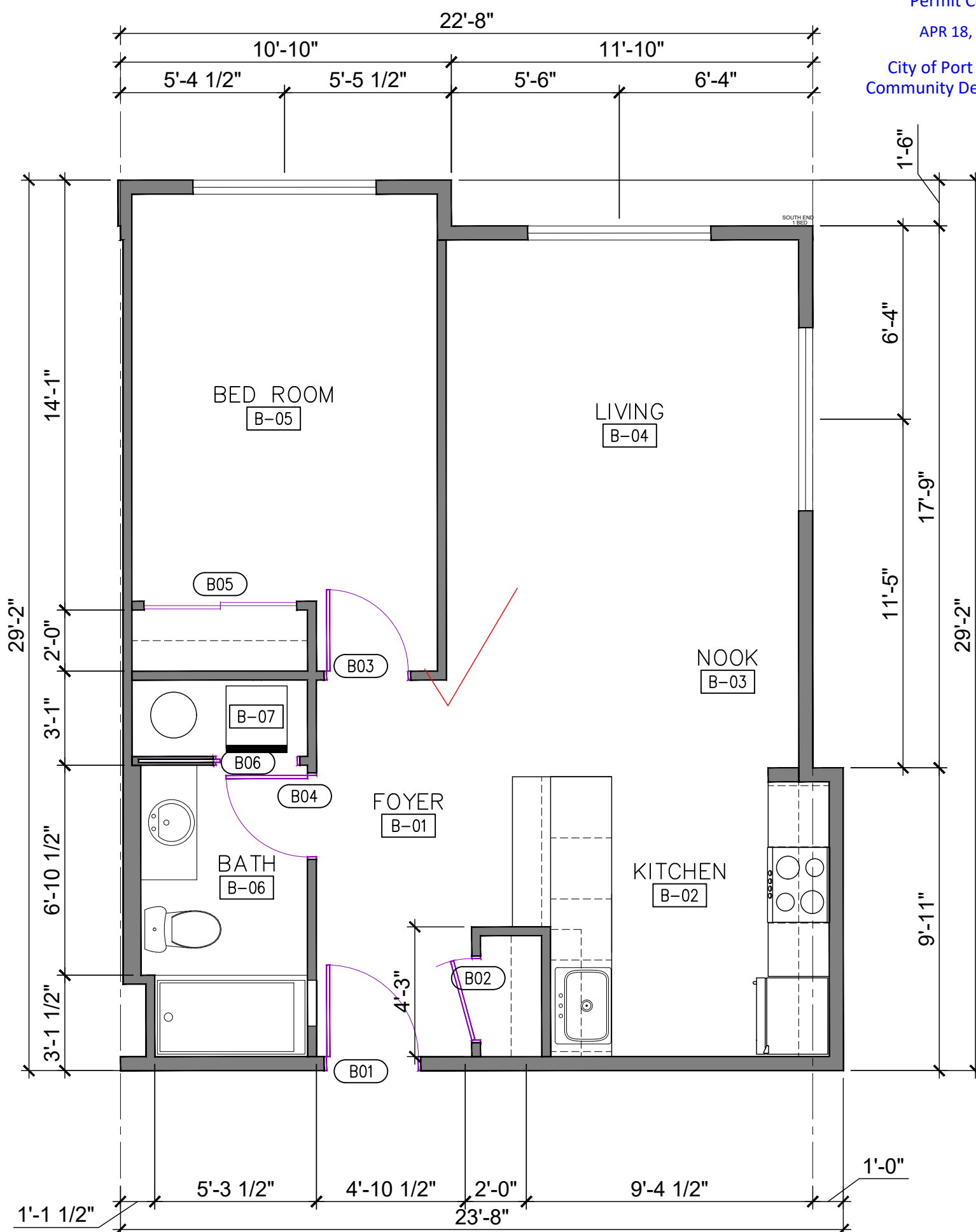


TYPE B1 FLOOR PLAN

SCALE: 1/4" = 1'-0"

TYPE B2 FLOOR PLAN

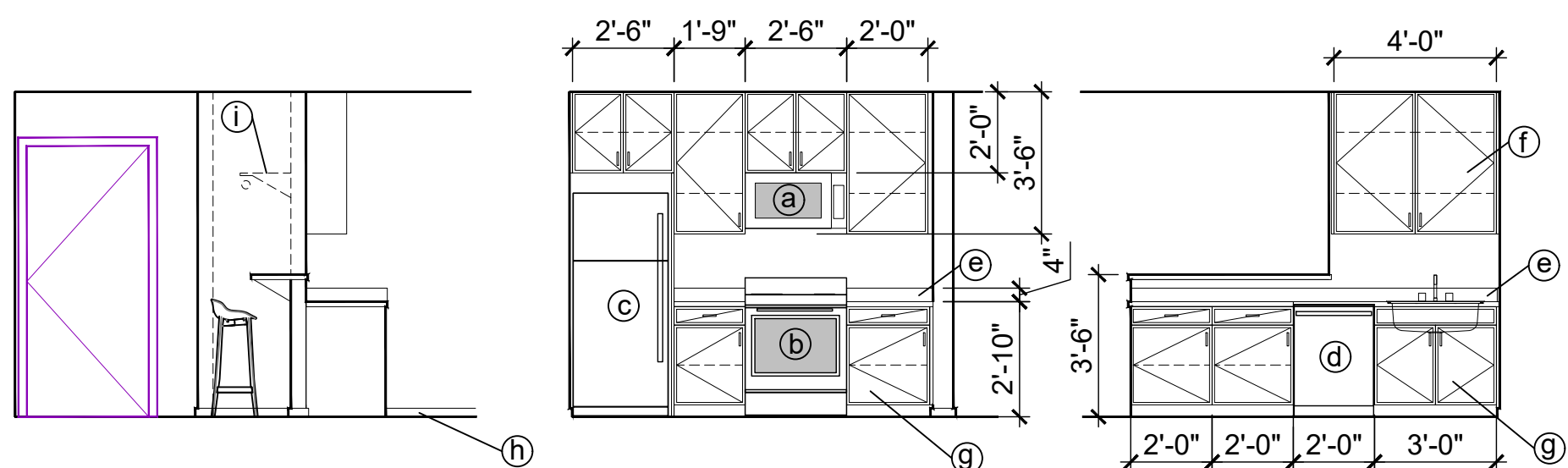
SCALE: 1/4" = 1'-0"



TYPE B3 FLOOR PLAN

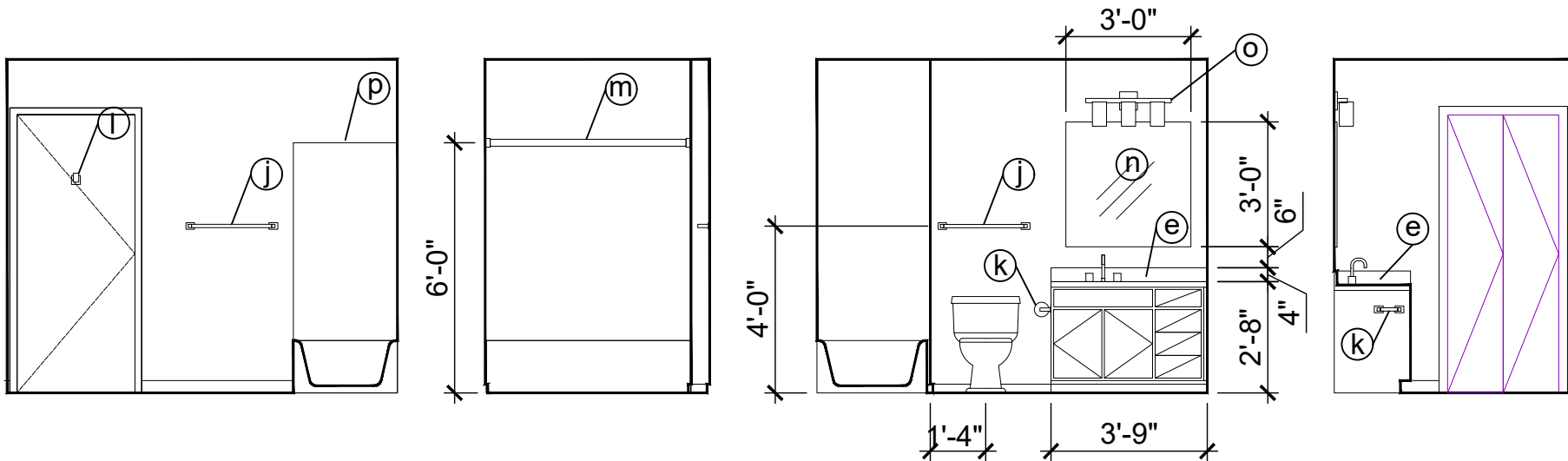
SCALE: 1/4" = 1'-0"

- UNIT TYPE A INTERIOR ELEVATION KEYED NOTES:
- (a) MICROWAVE OVEN W/ DUCTED VENT
 - (b) SLIDE IN OVEN/COOK TOP
 - (c) REFRIGERATOR/FREEZER/ICE MAKER
 - (d) ENERGY SAVER DISH WASHER
 - (e) BACK SPLASH
 - (f) UPPER CABINETS W/ ADJUST SHELVES
 - (g) BASE CABS W/ FULL EXTENSION HARDWARE
 - (h) WALL BASE, CONTINUOUS
 - (i) COAT CLOSET W/ SHELF & ROD
 - (j) 24" TOWEL BAR
 - (k) TOILET PAPER DISPENSER, SURFACE MT
 - (l) COAT HOOK
 - (m) SHOWER CURTAIN ROD
 - (n) 36"x36" BEVELED MIRROR
 - (o) VANITY WALL SCONCE LIGHT FIXTURE
 - (p) SHOWER ENCLOSURE WALLS



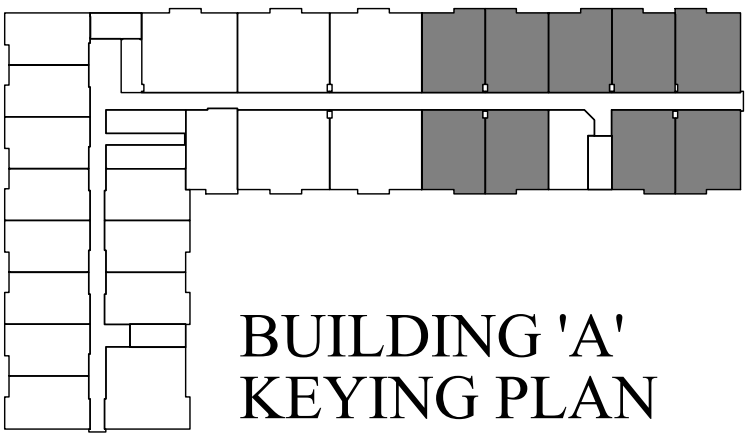
TYPE B KITCHEN ELEVATION

SCALE: 1/4" = 1'-0"

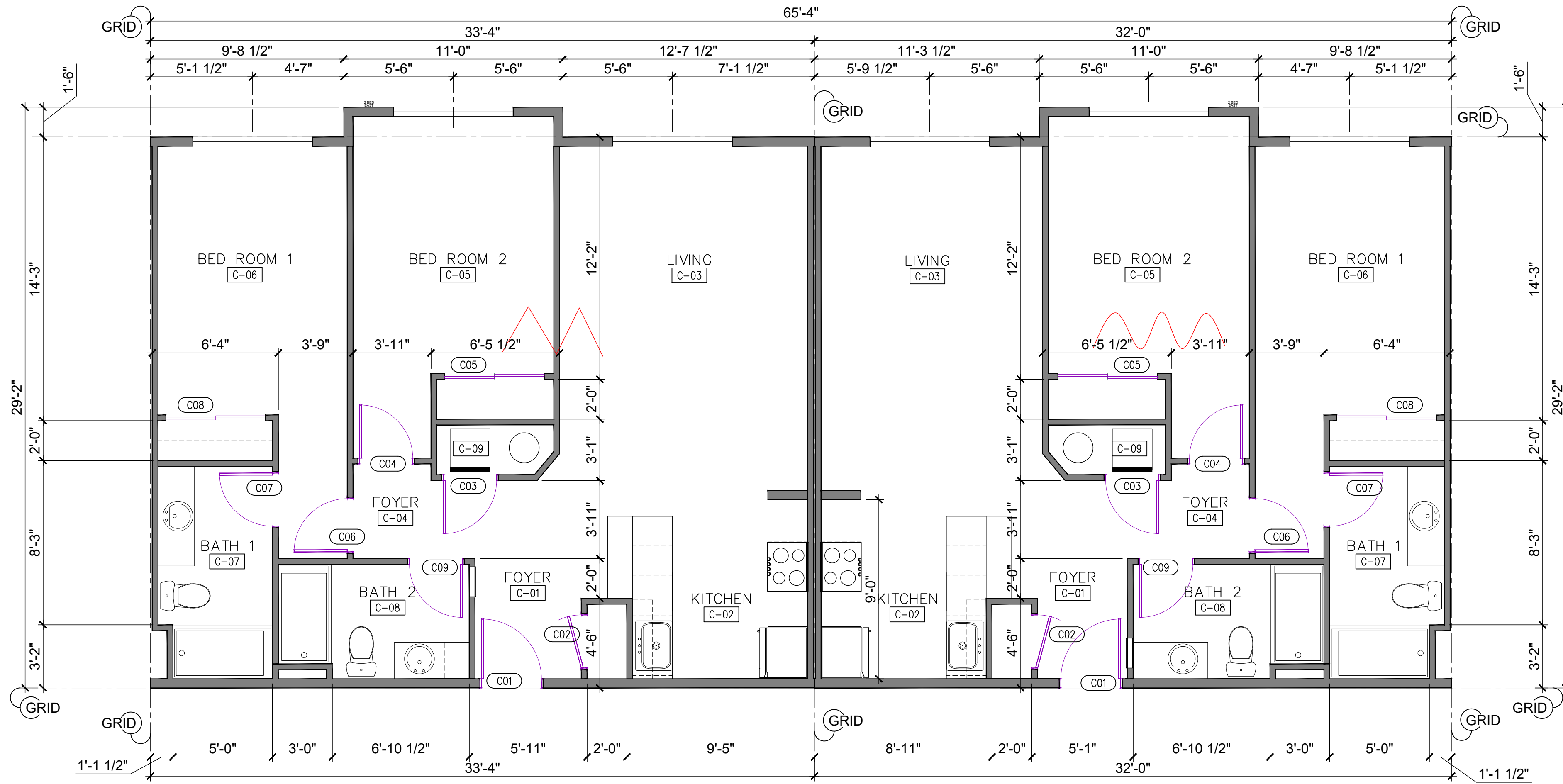


TYPE B BATH ELEVATIONS

SCALE: 1/4" = 1'-0"



**BUILDING 'A'
KEYING PLAN**

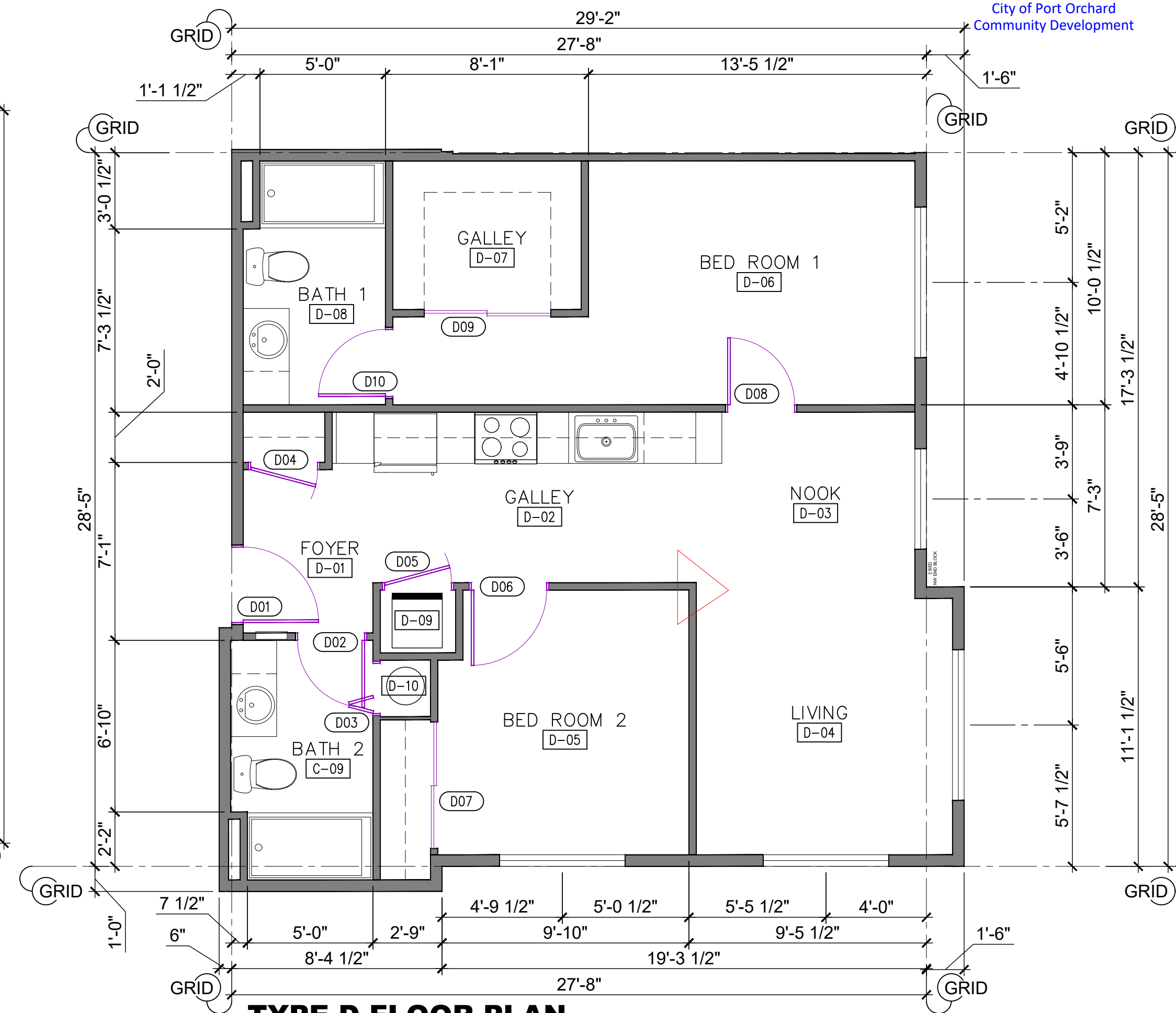


TYPE C1 FLOOR PLAN

SCALE: 1/4" = 1'-0"

TYPE C FLOOR PLAN

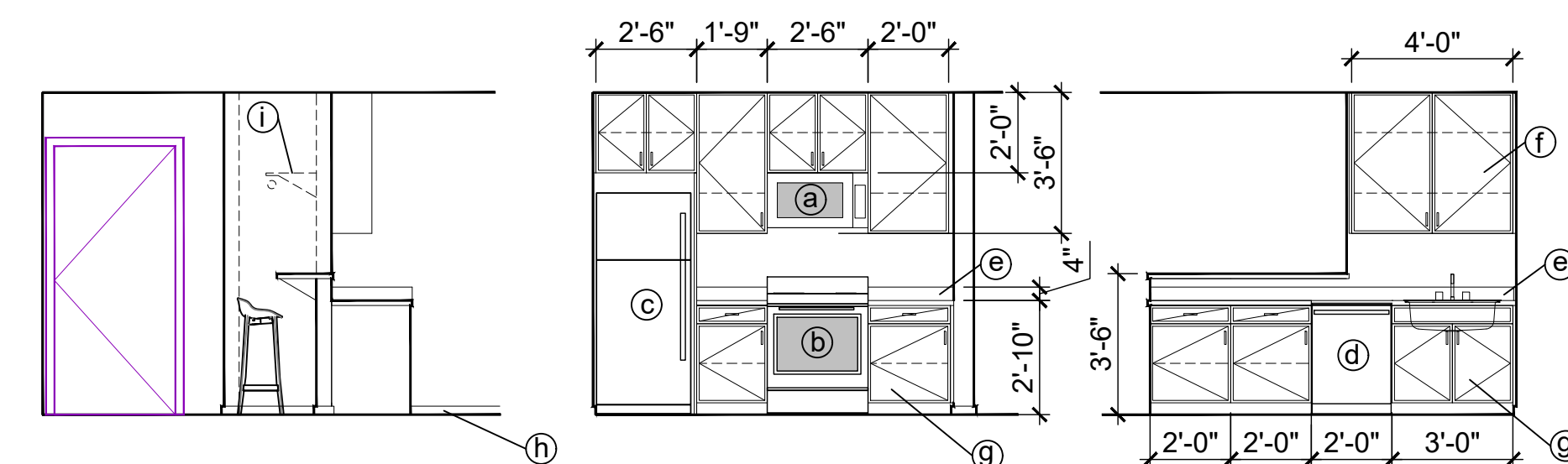
SCALE: 1/4" = 1'-0"



TYPE D FLOOR PLAN

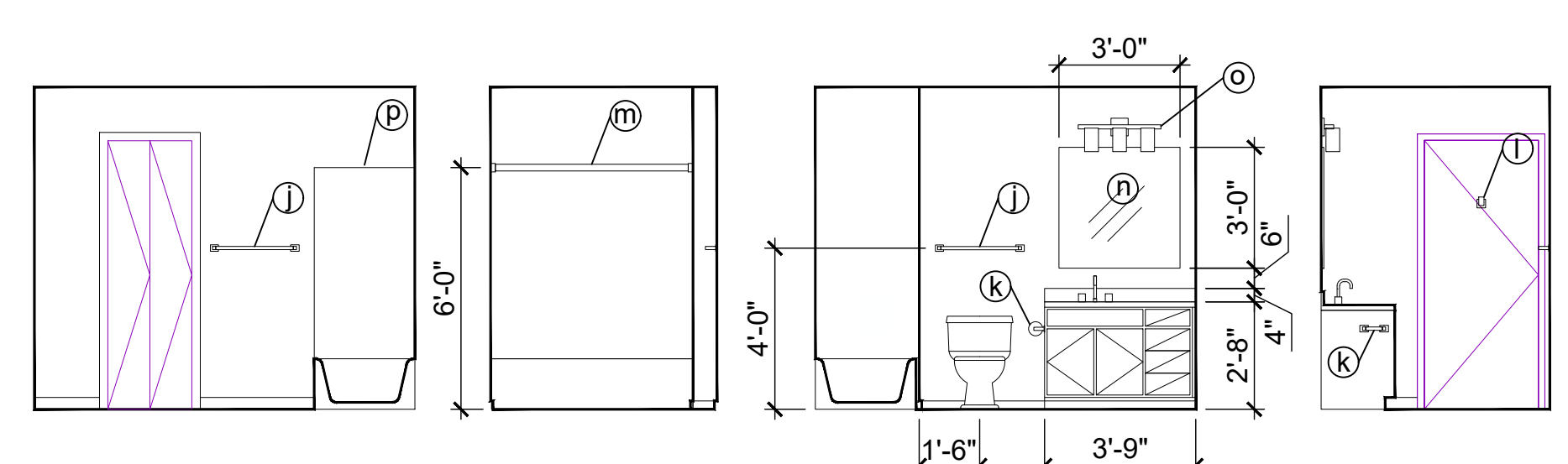
SCALE: 1/4" = 1'-0"

- UNIT TYPE A INTERIOR ELEVATION KEYED NOTES:
- (a) MICROWAVE OVEN W/ DUCTED VENT
 - (b) SLIDE IN OVEN/COOK TOP
 - (c) REFRIGERATOR/FREEZER/ICE MAKER
 - (d) ENERGY SAVER DISH WASHER
 - (e) BACK SPLASH
 - (f) UPPER CABINETS W/ ADJUST SHELVES
 - (g) BASE CABS W/ FULL EXTENSION HARDWARE
 - (h) WALL BASE, CONTINUOUS
 - (i) COAT CLOSET W/ SHELF & ROD
 - (j) 24" TOWEL BAR
 - (k) TOILET PAPER DISPENSER, SURFACE MT
 - (l) COAT HOOK
 - (m) SHOWER CURTAIN ROD
 - (n) 36"X36" BEVELED MIRROR
 - (o) VANITY WALL SCONCE LIGHT FIXTURE
 - (p) SHOWER ENCLOSURE WALLS



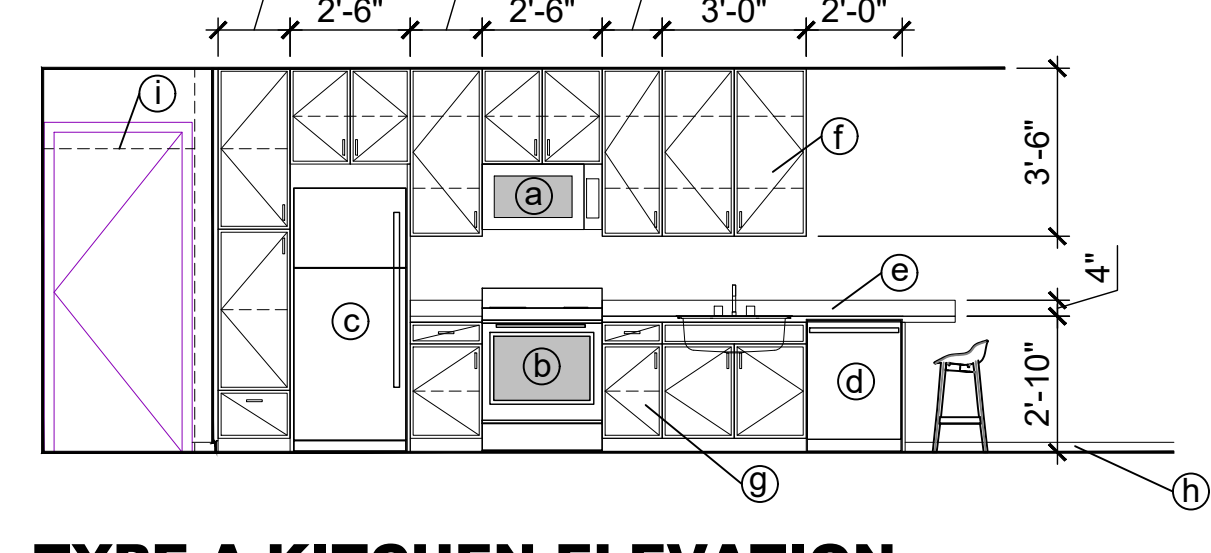
TYPE B KITCHEN ELEVATION

SCALE: 1/4" = 1'-0"



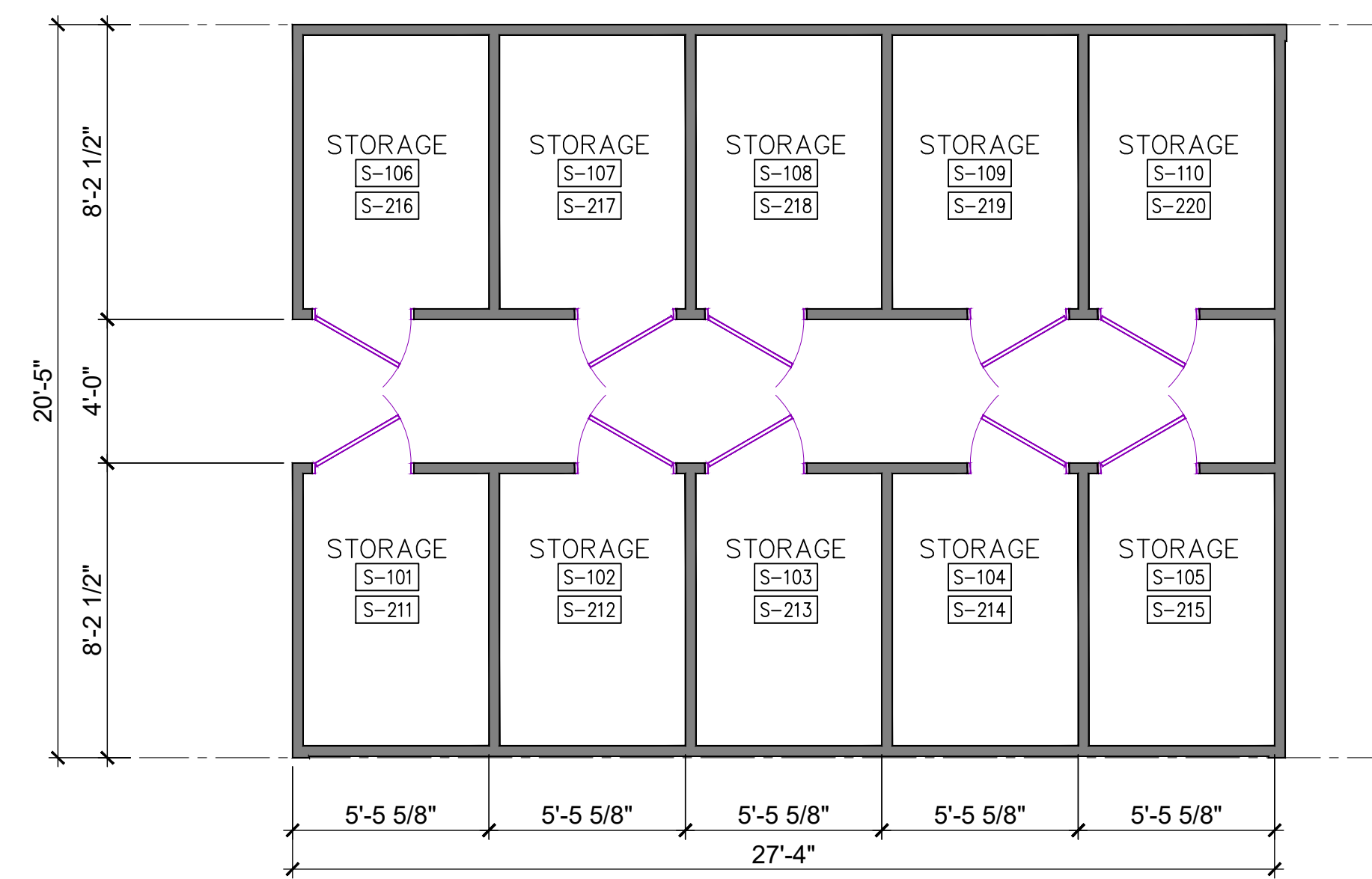
TYPE A BATH ELEVATIONS

SCALE: 1/4" = 1'-0"



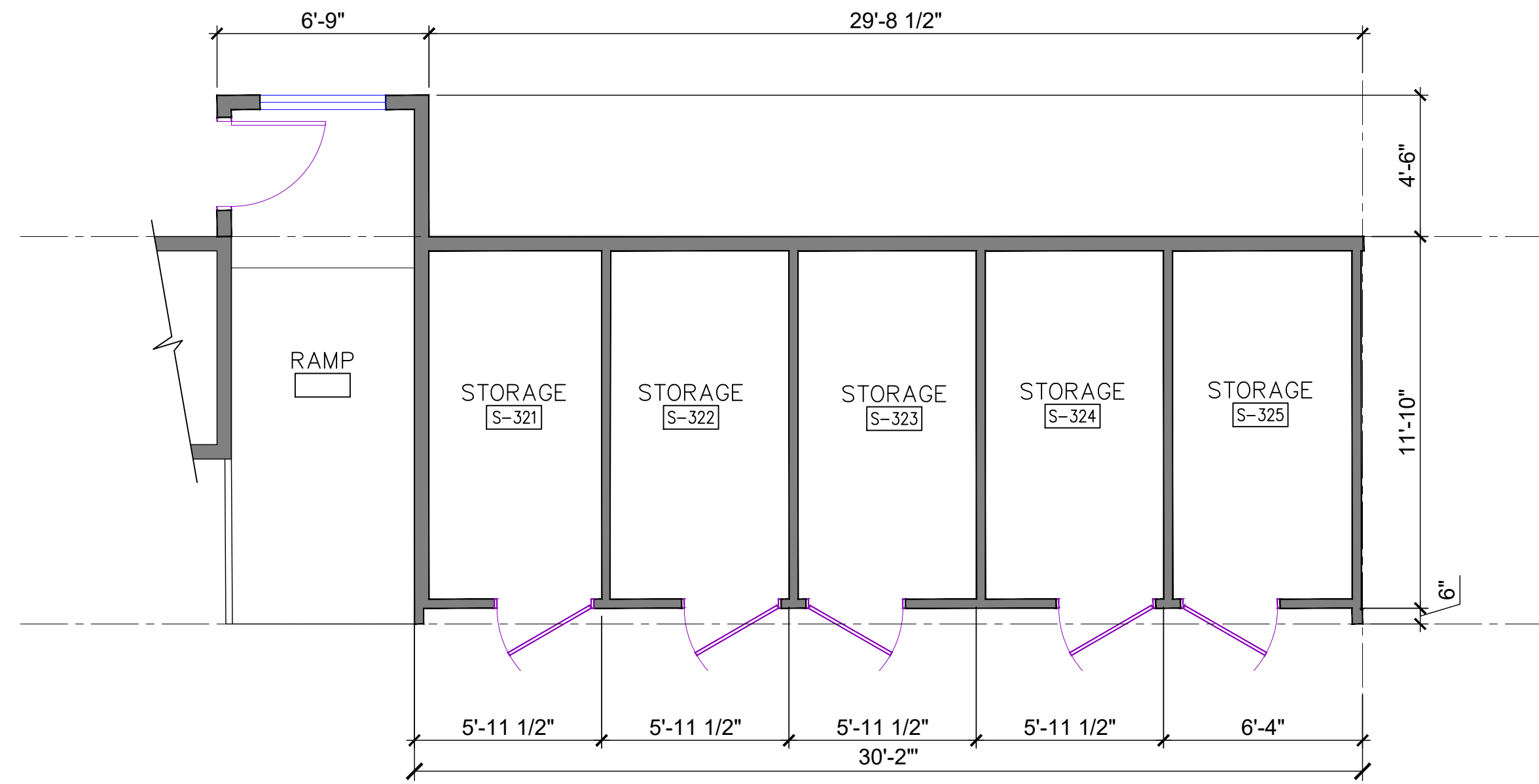
TYPE A KITCHEN ELEVATION

SCALE: 1/4" = 1'-0"



STORAGE CLOSETS - 1st & 2nd FLOORS

SCALE: 1/4" = 1'-0"



STORAGE CLOSETS - 3rd FLOORS

SCALE: 1/4" = 1'-0"



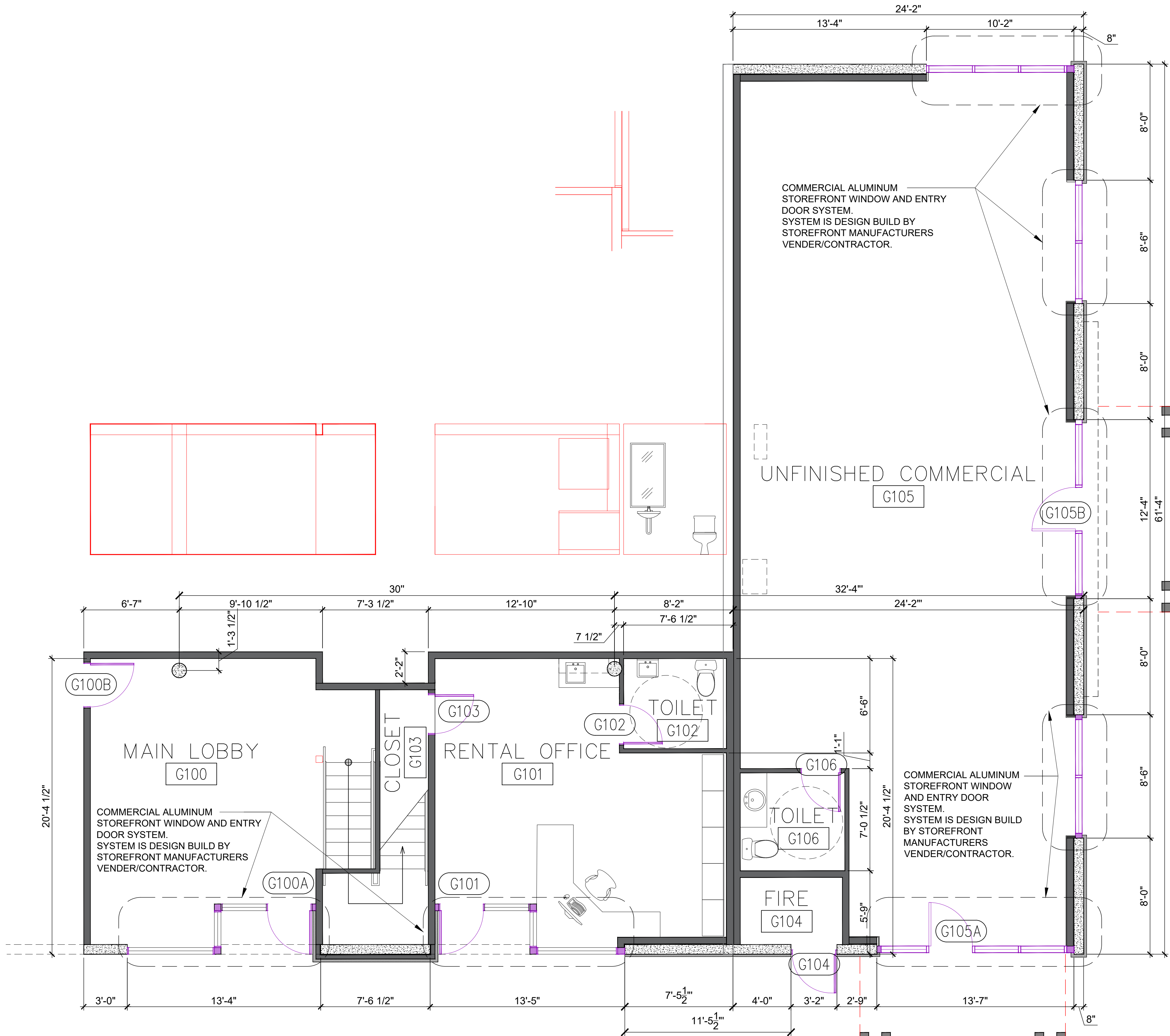
BUILDING 'A'
KEYING PLAN

BUILDING 'A'

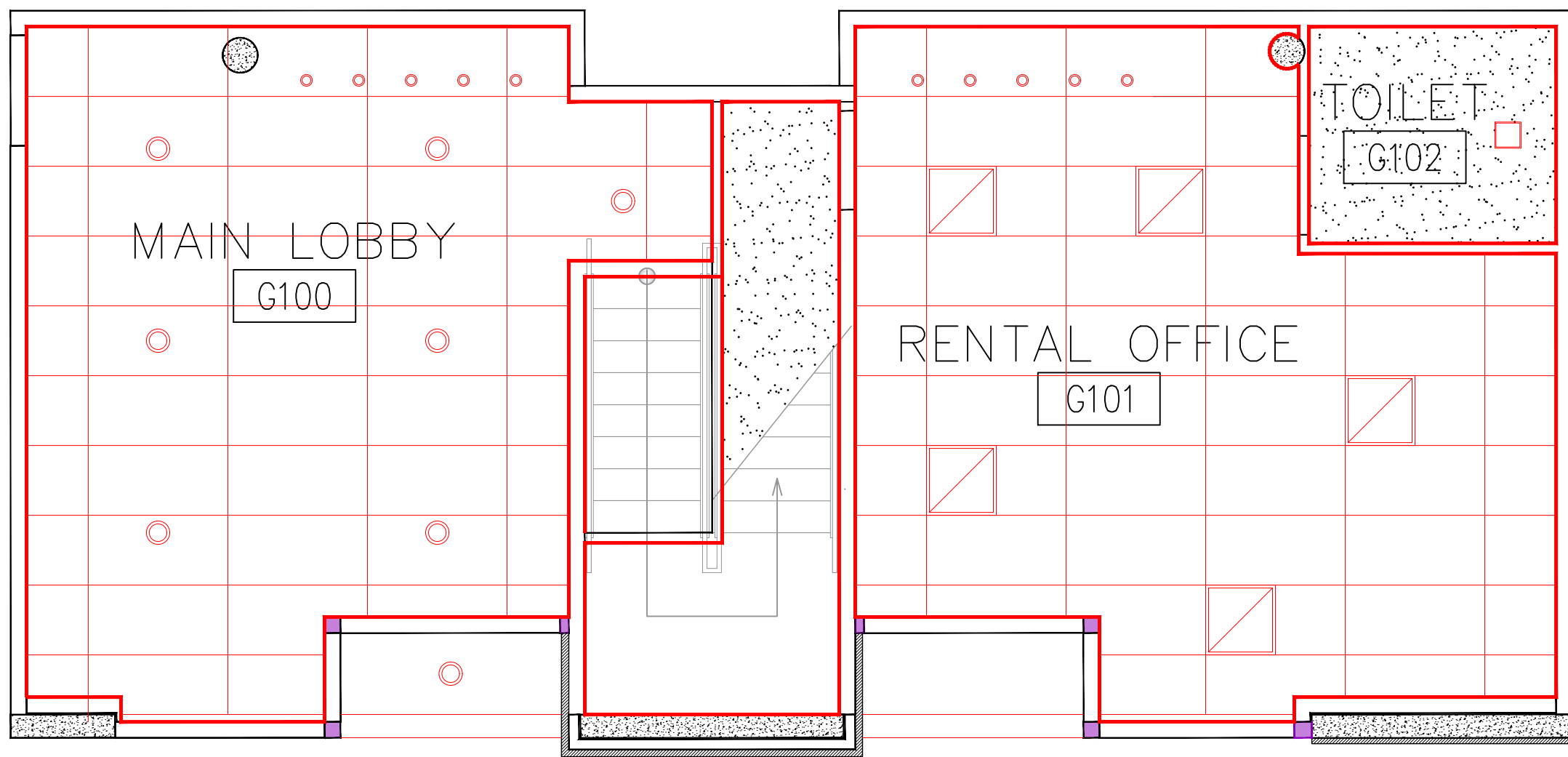
SHEET
TYPE C&D ENLARGED PLANS
INTERIOR ELEVATIONS

PROJ. # 158-1

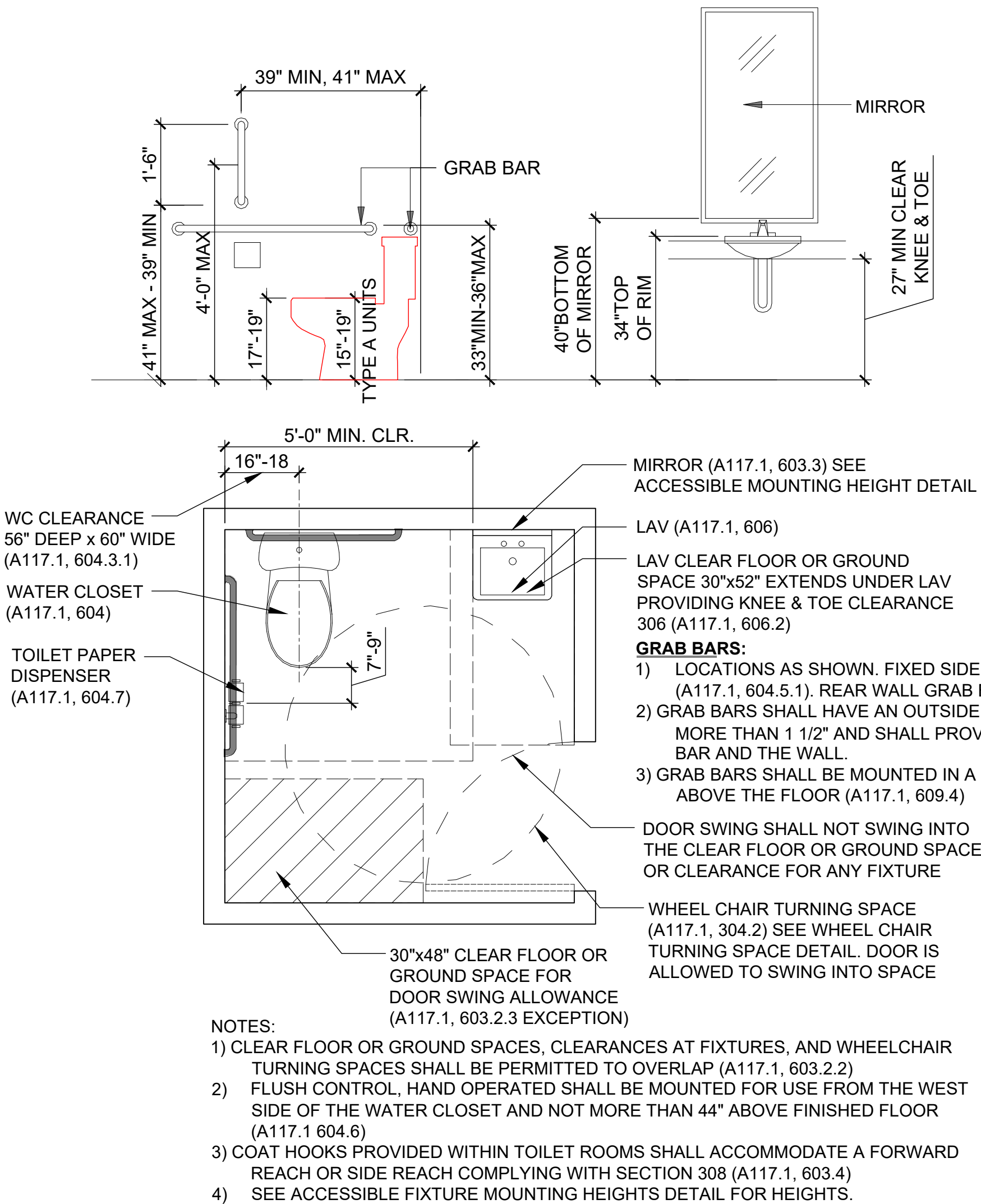
SHEET
A21.11
OF 0



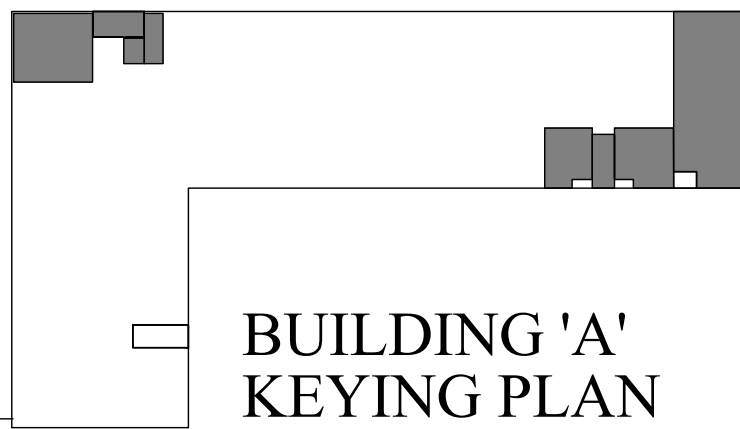
APARTMENT LOBBY / STAIR / OFFICE FLOOR PLAN
SCALE: 1/4" = 1'-0"

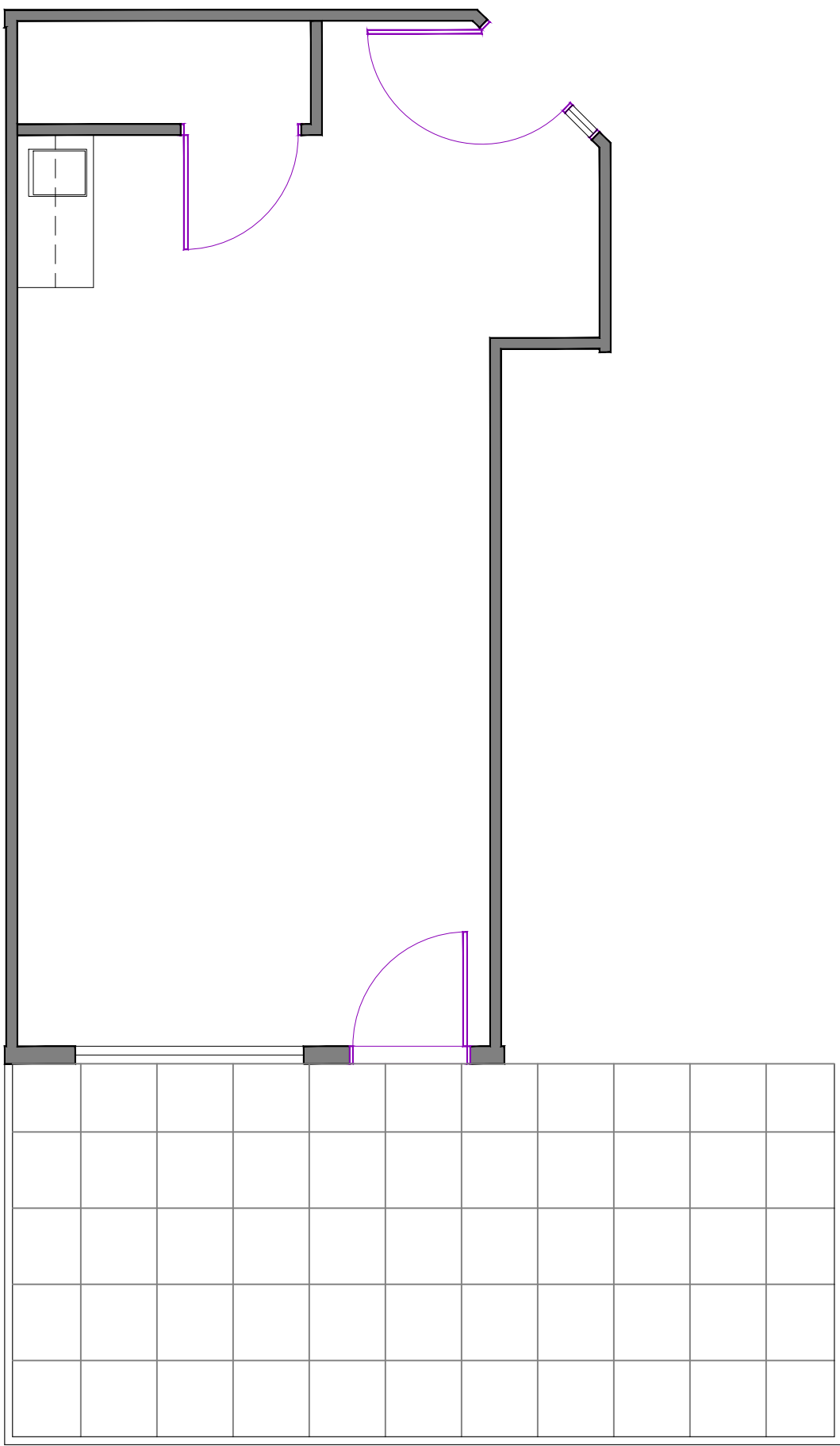


REFLECTED CEILING PLAN
1/4" = 1'-0"

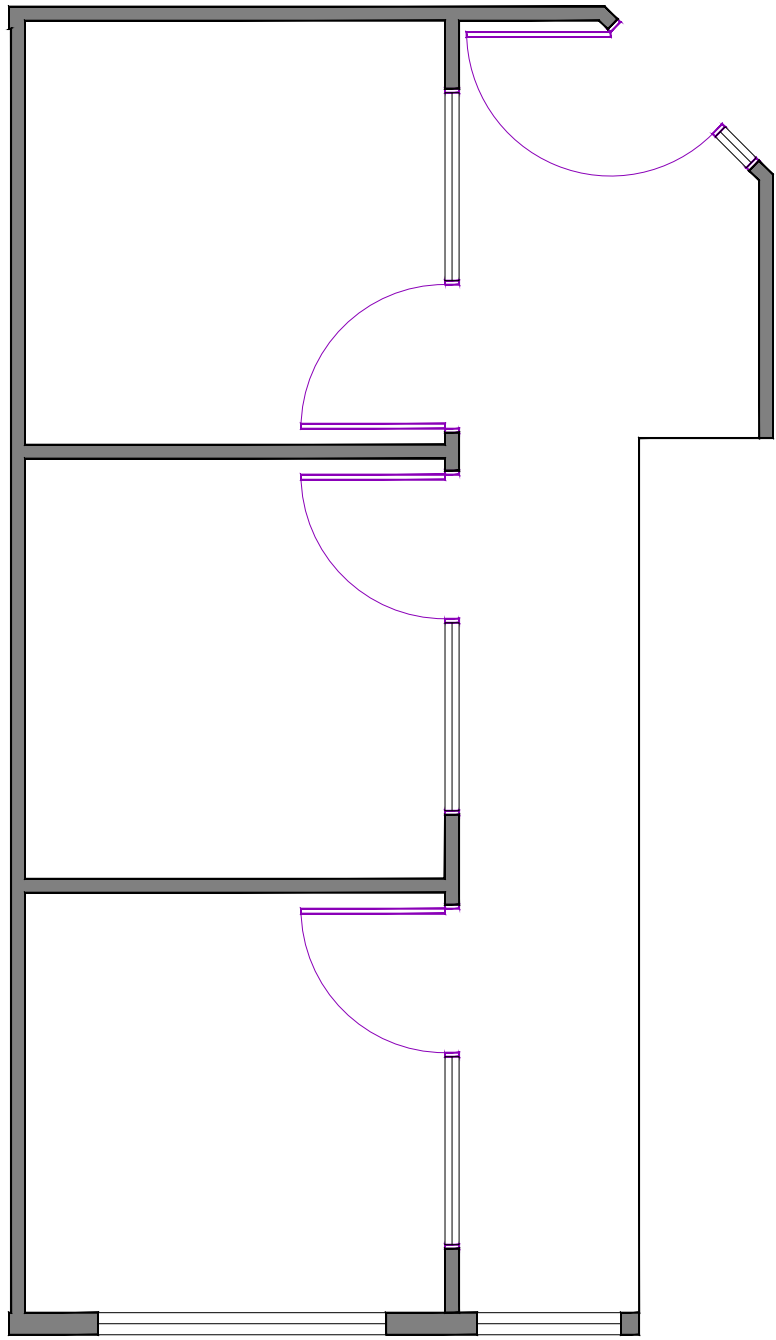


ACCESSIBLE PUBLIC TOILET ROOM
1/2" = 1'-0"

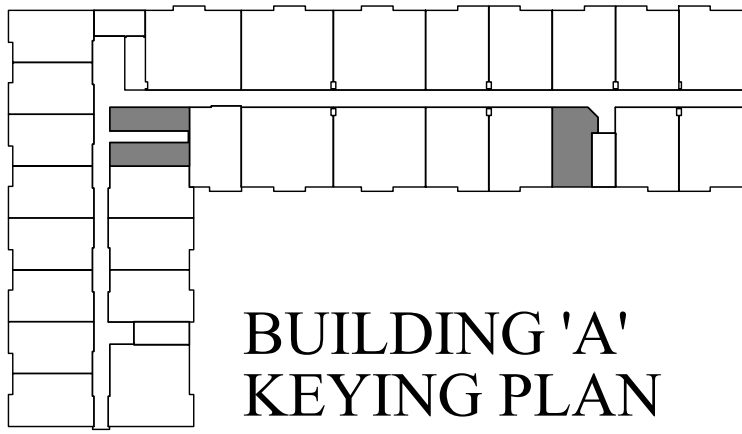




MULTI USE ROOM
1st FLOOR



TENANT HOME OFFICES
2nd FLOOR



BUILDING 'A'
KEYING PLAN

SHEET
TENANT SHARED USE
ENLARGED PLANS & ELEV

PROJ. # 158-1

SHEET
A21.13
OF 0

BUILDING 'A'

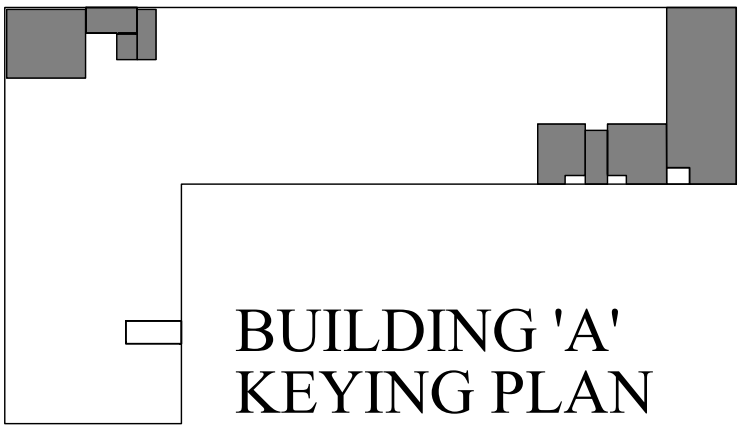
THE RAMSEY
MULTI FAMILY MIXED USE PROJECT
PORT ORCHARD, WA

DRAWING SET:
DESIGN DEV

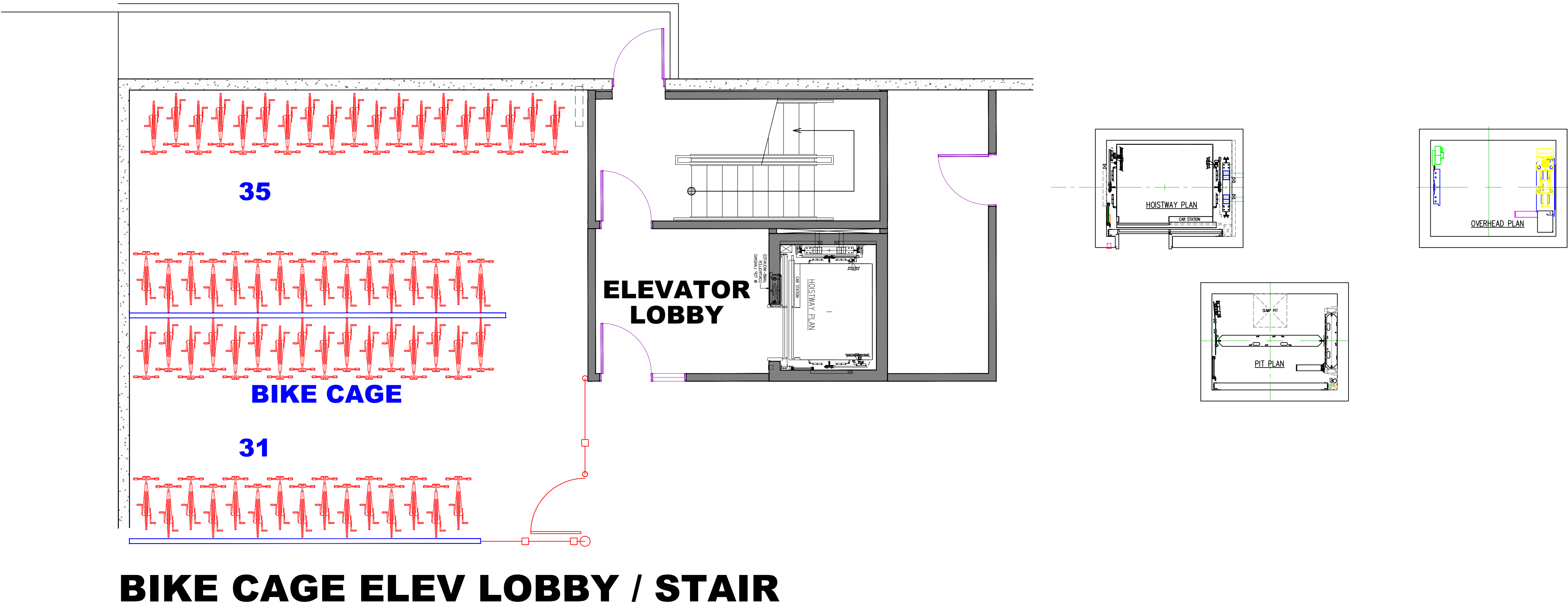
DATE:
FEB 25, 2022

Lyman
Architects
4235 SE Mile Hill Dr.
Port Orchard, WA 98566
360.810.8900
Lymanarchitects@gmail.com
www.lymanarchitects.com

COUNTER COMPLETE
Permit Center
APR 18, 2022
City of Port Orchard
Community Development



BUILDING 'A'
KEYING PLAN



Lyman

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Lymanarchitects@gmail.com
Suite D
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DATE:
FEB 25, 2022

DRAWING SET:
DESIGN DEV
DESIGN DEV



WEST END OF NORTH WING

WEST ELEVATION
SCALE: 1/8" = 1'-0"

WEST SIDE OF SOUTH WING



EAST SIDE OF SOUTH WING

EAST END OF NORTH WING

EAST ELEVATION
SCALE: 1/8" = 1'-0"

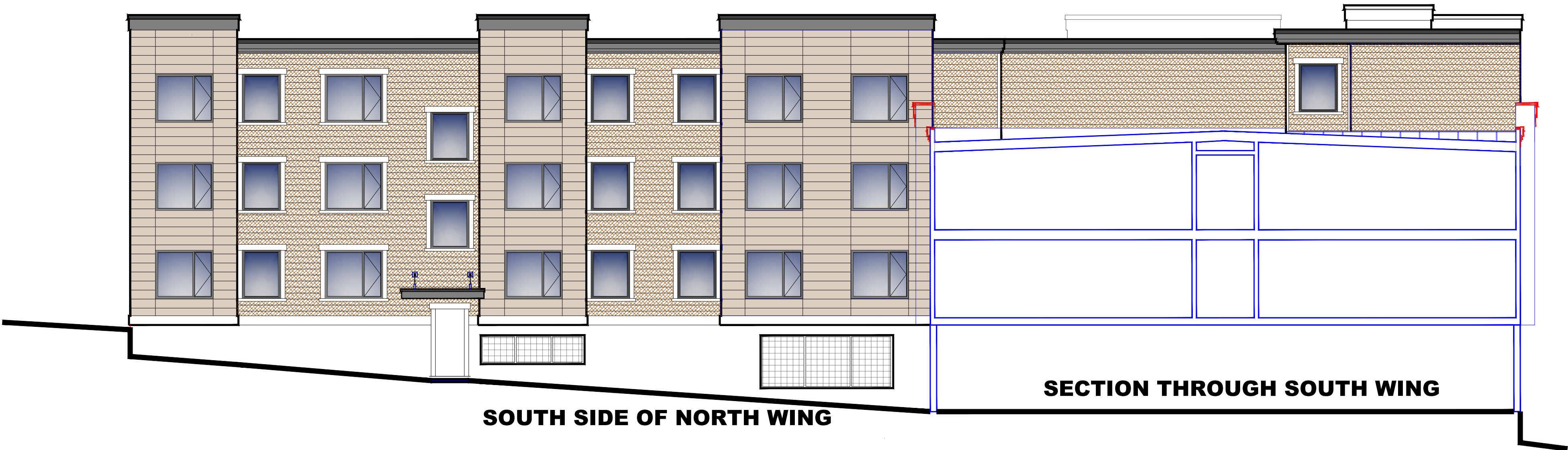
THE RAMSEY
MULTI FAMILY MIXED USE PROJECT
PORT ORCHARD, WA

BUILDING 'A'

SHEET
EAST WEST ELEVATIONS

PROJ. # 158-1

SHEET
A21.15
OF 0



SOUTH SIDE OF NORTH WING

SECTION THROUGH SOUTH WING

SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



SOUTH SIDE OF SOUTH WING

SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



NORTH SIDE OF NORTH WING

NORTH ELEVATION

SCALE: 1/8" = 1'-0"

Lyman

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DATE:
FEB 25, 2022

DRAWING SET:
DESIGN DEV

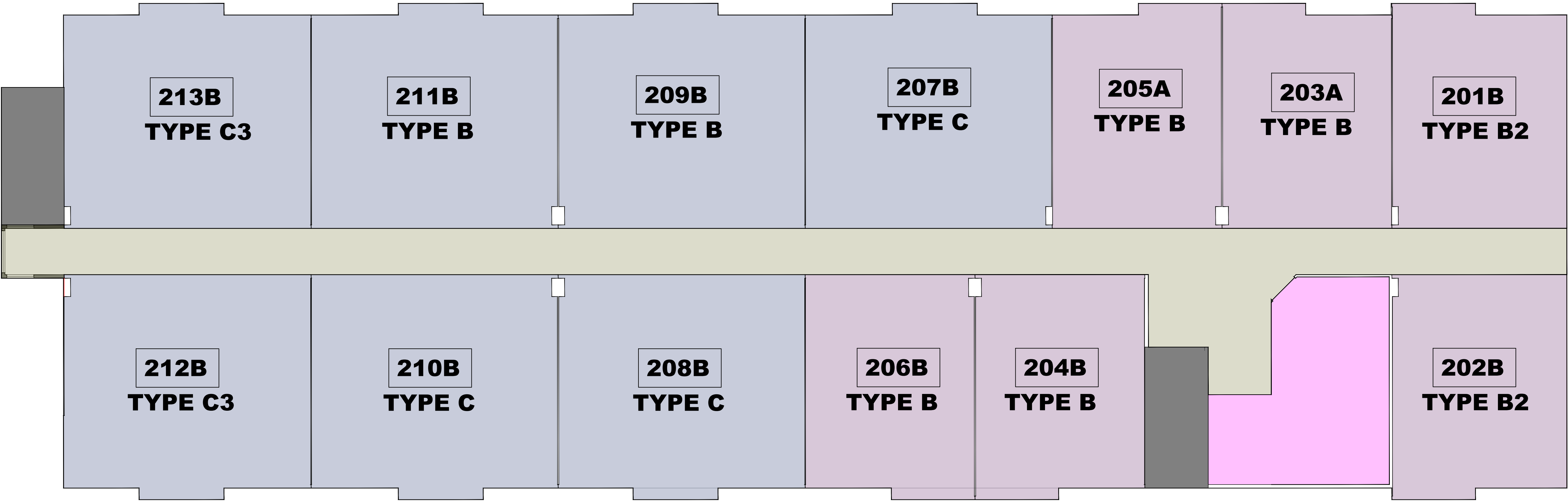
THE RAMSEY
MULTI FAMILY MIXED USE PROJECT
PORT ORCHARD, WA

BUILDING 'B'

SHEET
1st FLOOR DIAGRAM
2nd FLOOR DIAGRAM

PROJ. # 158-1

SHEET
A21.17
OF 0



1 BEDROOM 1 BATH

2 BEDROOM 2 BATH

TENANT STORAGE CLOSETS

TENANT SHARED MULTI USE ROOM

MANAGEMENT UTILITY CLOSET

FLOOR COMMON CIRCULATION

STAIR VERTICAL CIRCULATION

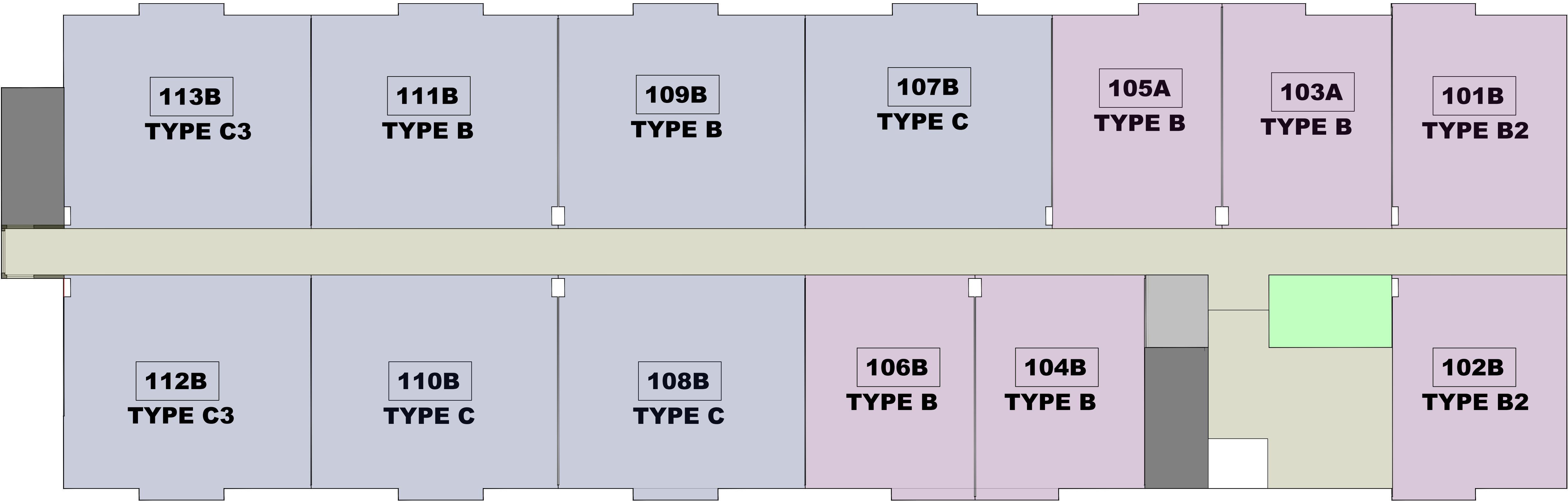
TYPE #

1##B

REFER TO UNIT FLOOR PLANS
BY TYPE

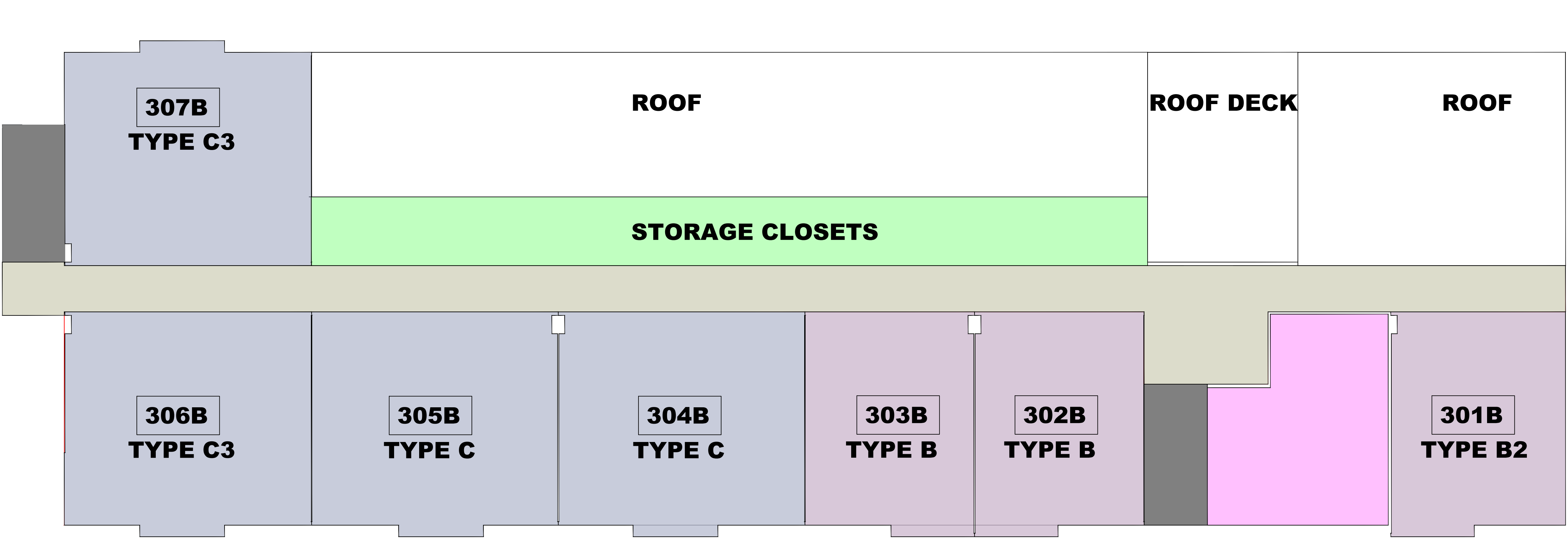
BUILDING B
UNIT NUMBER
1st FLOOR

2nd FLOOR DIAGRAM
SCALE: 1/8" = 1'-0"



1st FLOOR DIAGRAM
SCALE: 1/8" = 1'-0"

BUILDING 'B'
KEYING PLAN



1 BEDROOM 1 BATH

2 BEDROOM 2 BATH

TENANT STORAGE CLOSETS

TENANT SHARED MULTI USE ROOM

MANAGEMENT UTILITY CLOSET

FLOOR COMMON CIRCULATION

STAIR VERTICAL CIRCULATION

TYPE #

REFER TO UNIT FLOOR PLANS BY TYPE

3##B

BUILDING B
UNIT NUMBER
3rd FLOOR

COUNTER COMPLETE
Permit Center
APR 18, 2022
City of Port Orchard
Community Development

Lyman

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DATE:
FEB 25, 2022

DRAWING SET:
DESIGN DEV

THE RAMSEY
MULTI FAMILY MIXED USE PROJECT
PORT ORCHARD, WA

BUILDING 'B'

SHEET
3rd FLOOR DIAGRAM

PROJ. # 158-1

SHEET
A21.18
OF 0

BUILDING 'B'
KEYING PLAN

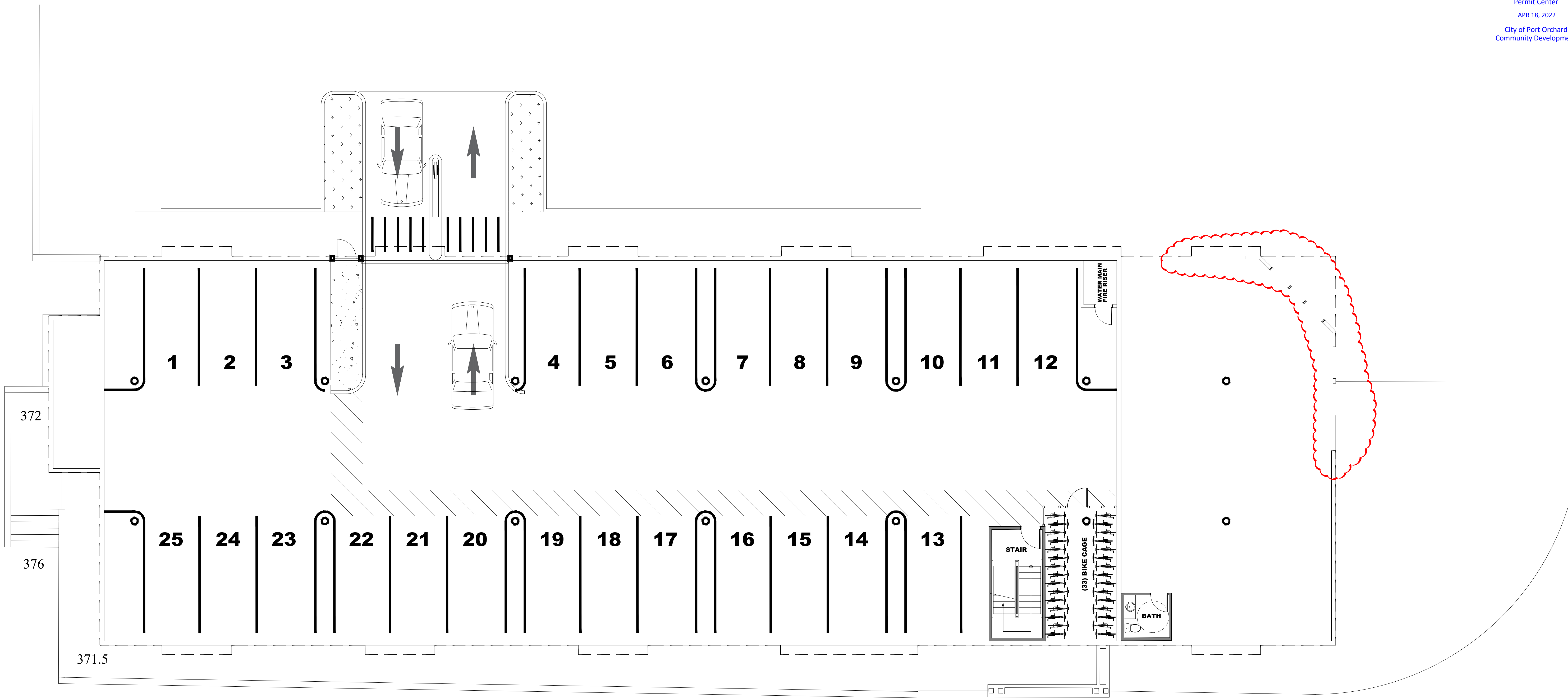
3rd FLOOR DIAGRAM
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Page 139 of 350

LU22-Pre-Submittal-02



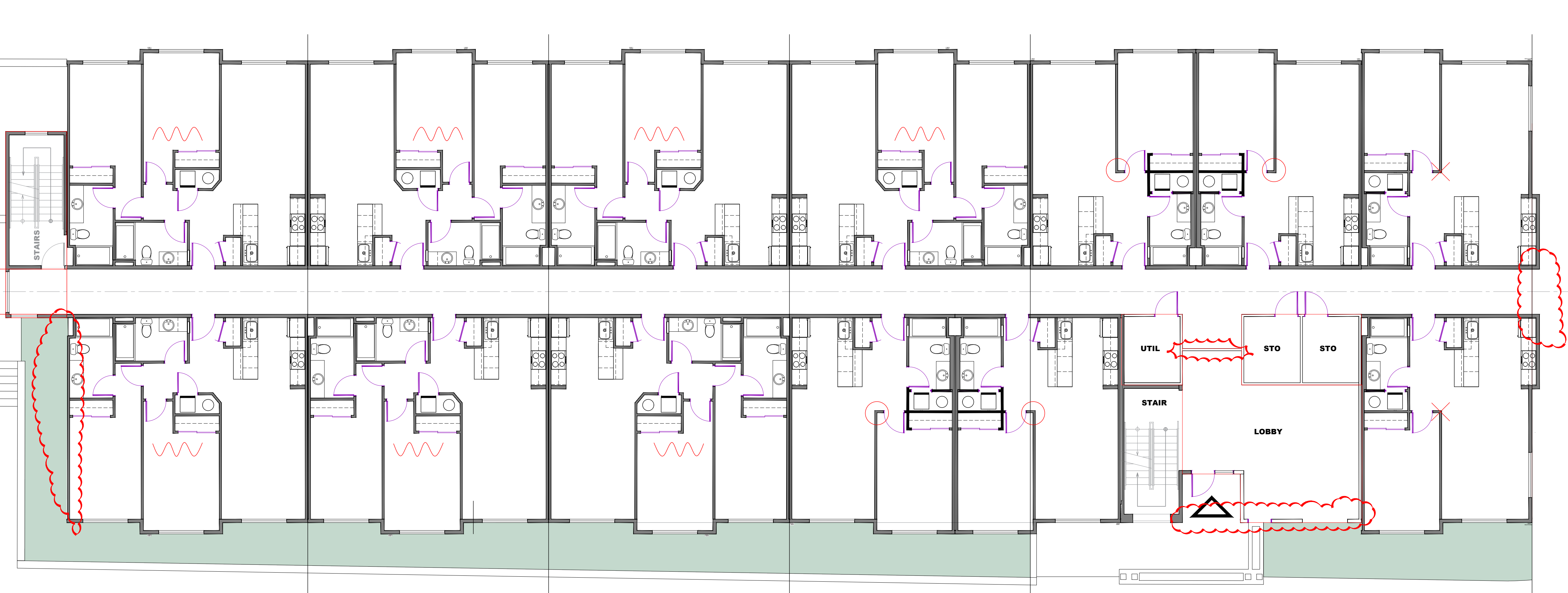
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KEYING PLAN



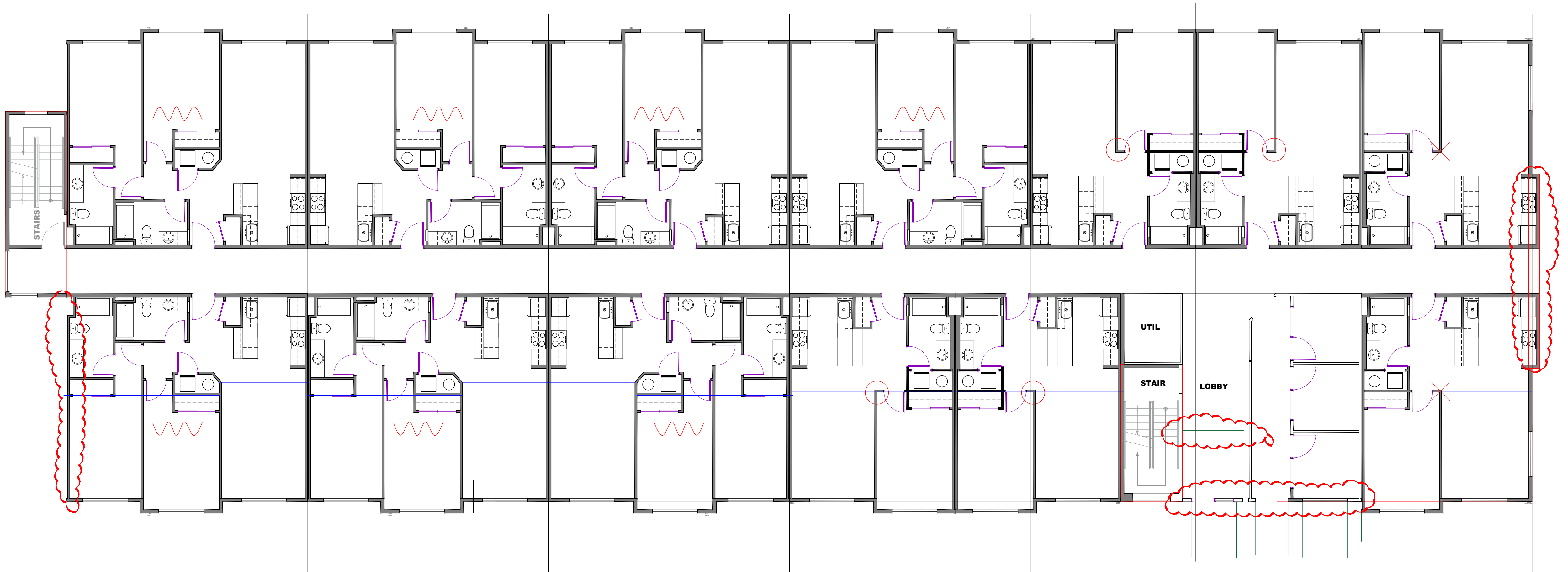
GARAGE LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0"



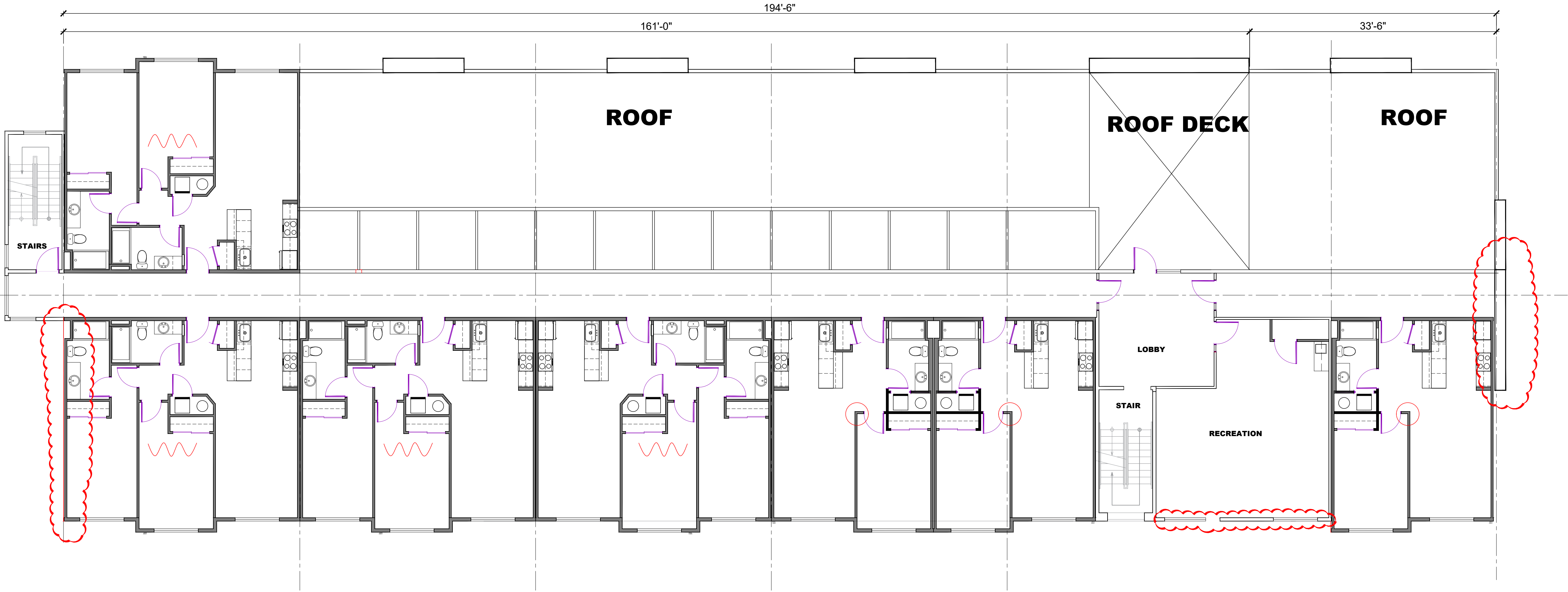
BUILDING 'B'
KEYING PLAN



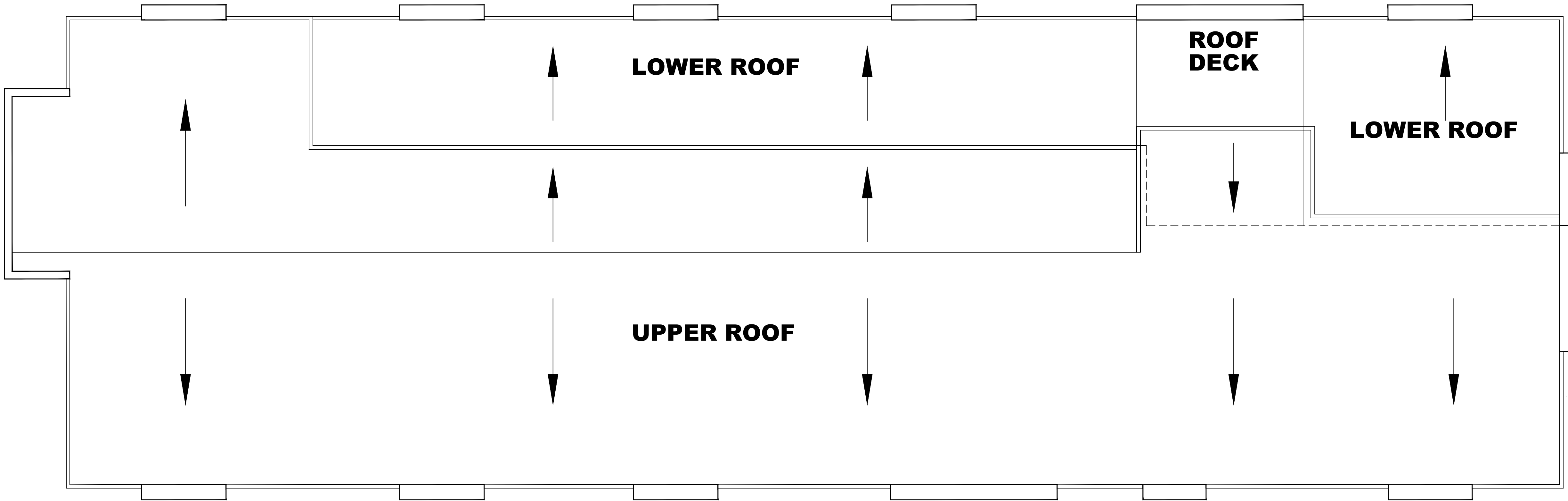
1st FLOOR PLAN



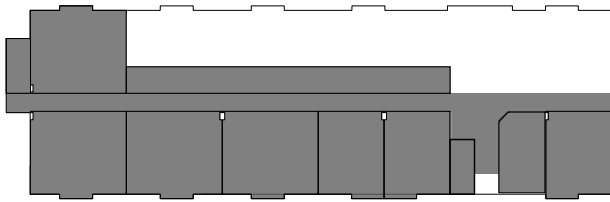
2nd FLOOR PLAN
SCALE: 1/8" = 1'-0"



3rd FLOOR PLAN
SCALE: 1/8" = 1'-0"



ROOF PLAN
SCALE: 1/8" = 1'-0"



BUILDING 'B'
KEYING PLAN



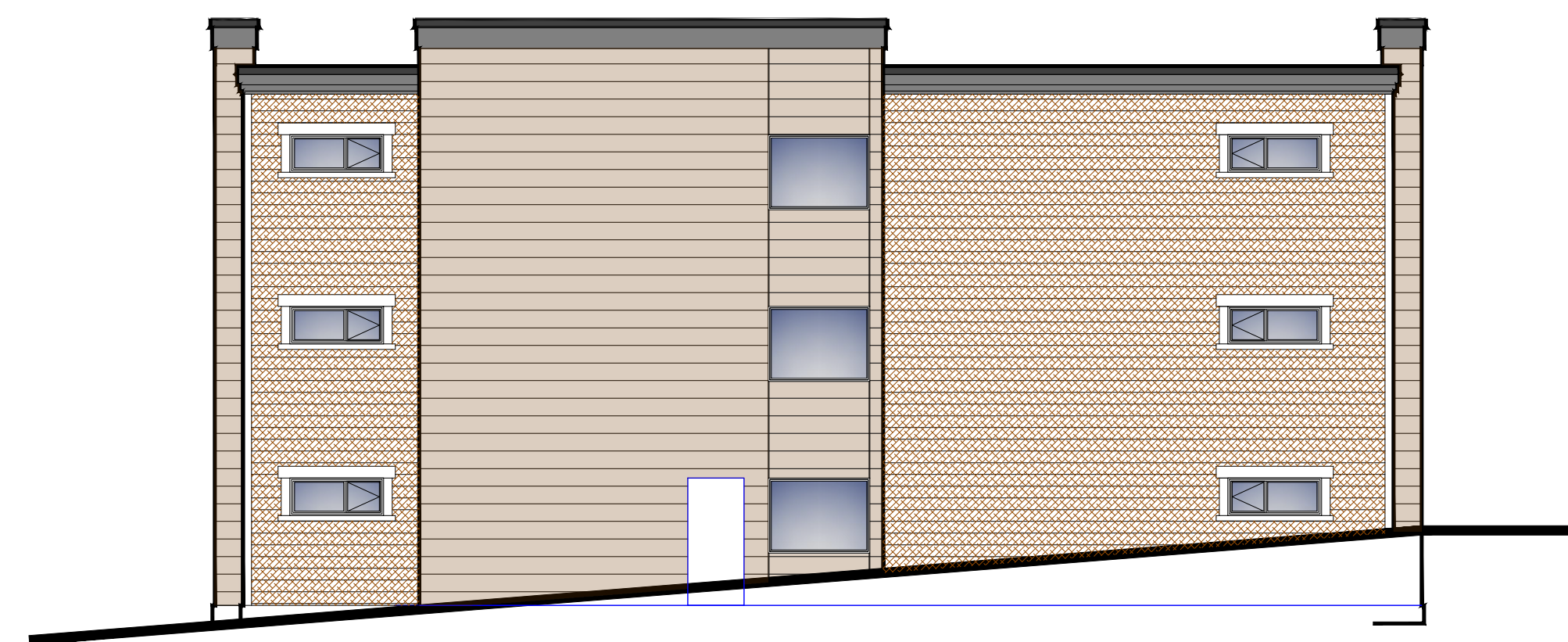
WEST ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



NORTH ELEVATION
SCALE: 1/8" = 1'-0"

This submittal has been reviewed by the
City of Port Orchard and is:

☒

APPROVED

☐ NOT APPROVED due to

Notes:

SA

Stephanie Andrews

03/08/2023

NameDate

The Ramsey

City of Port Orchard LDAP

Port Orchard, Washington



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245 4th Street #501
Bremerton WA 98337

Revisions	
Project Manager	Date
ELR	October 21, 2022
Drawn By	Scale
ELR	As Indicated
Reviewed By	Sheet Title
ELR	Title Sheet
Project ID	
Ramsey	



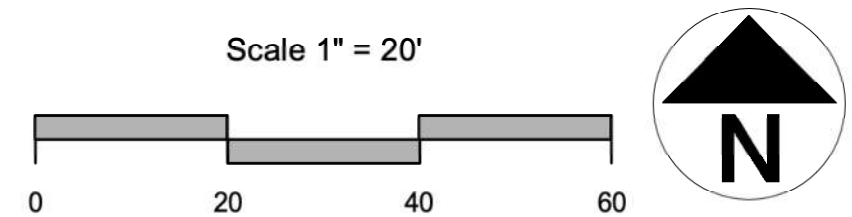
The Ramsey

City of Port Orchard LDAP

Port Orchard, Washington

TOTAL TREES PROPOSED	TOTAL = 109TREES
----------------------	------------------

Revisions	
Project Manager	Date
ELR	October 21, 2022
Drawn By	Scale
ELR	As Indicated
Reviewed By	Sheet Title
ELR	Landscape Plan
Project ID	SHEET NUMBER
Ramsey	L1
Sequence	
1 of 6	





STATE OF
WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT

Emily Russell

Emily Russell
CERTIFICATE NO.1272

The Ramsey

City of Port Orchard LDAP

Port Orchard, Washington

"OPEN SPACE DESIGN ELEMENTS ARE PROVIDED IN THE ARCHITECTS DRAWINGS AND INCLUDE, BUT NOT LIMITED TO, CANOPY ROOFS, TRELLISES, SITE WALLS, SITE FURNISHINGS AND BENCHES, LIGHTING, SIGNAGE, BIKE PARKING AND OTHER FEATURES IN ACCORDANCE WITH THE OPEN SPACE REQUIREMENTS OF THE CITY CODE."

POLE MOUNTED LIGHT WITH HOOD FOR SHIELDING (8-TYP.) SEE NOTE 4 ON THIS SHEET

LIRI-T Liriodendron tulipifera
FRAC Fragaria chiloensis
ROSR Rosa nutkana
PHIL Philadelphus lewisii

Planting consistent with POMC 20.127.340(4)(c)
(i) Drive-through lanes, including waiting and holding lanes, must be buffered from the street and internal walkways by one or both of the following:
(A) A planting strip at least five feet wide with continuous plantings of evergreen shrubs and/or trees that will, at maturity, provide a continuous evergreen screen at least four feet tall.

STONE PAVERS WITH TOPSOIL JOINTS PER POMC 20.127.160

LANDSCAPE PLANTER

PHIL Philadelphus lewisii

FRAC Fragaria chiloensis
ROSR Rosa nutkana
HOLD Holodiscus discolor
CHAN-P Chamaecyparis nootk. 'Pendula'
MAL-A Malus 'Adirondack'
PINC-C Pinus contorta 'Contorta'
ALL-A Allium amplexans
ACEP-K Acer platanoides 'Keithsform'
SYMA Symphoricarpos albus
FRAC Fragaria chiloensis

EX. FIRE HYDRANT

LANDSCAPE PLANTER

PHIL Philadelphus lewisii

FRAC Fragaria chiloensis
ROSR Rosa nutkana
HOLD Holodiscus discolor
CHAN-P Chamaecyparis nootk. 'Pendula'
MAL-A Malus 'Adirondack'
PINC-C Pinus contorta 'Contorta'
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ACEP-K Acer platanoides 'Keithsform'
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LANDSCAPE PLANTER

PHIL Philadelphus lewisii

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ROSR Rosa nutkana
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LANDSCAPE PLANTER

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ALL-A Allium amplexans
ACEP-K Acer platanoides 'Keithsform'
SYMA Symphoricarpos albus
FRAC Fragaria chiloensis

ID	Qty	Botanical Name	Common Name	Scheduled Size	Remarks
ACEP-K	8	Acer platanoides 'Keithsform'	Norwegian Sunset Maple	2.5"	D, DT, med. tree, fall color
ALL-A	36	Allium amplexans	Narrowleaf Onion	4"	PER, N, DT, white-flowering stalks
AME-PD	1	Amelanchier 'Princess Diana'	Princess Diana Serviceberry	2" C, 40" O.C.	D, DT, N, DR, small street tree, white flowers
ARBU-C	5	Arbutus unedo 'Compacta'	Compact Strawberry Bush	5 G.	E, DN, red bark, red berries
ARCU	554	Arctostaphylos uva-ursi	Kinnikinnick	1 G.	E, GC, White and pink flower, year round interest
AST-C	20	Aster chilensis	Pacific Aster	4"	PER, N, DT, flowering daisy-like perennial
AZA	63	Azalea	Azalea	1 G.	E, low shrub, pink flowers
CART	6	Carex testacea	Orange New Zealand Sedge	1 G.	E, low ornamental grass, bronze color
CED-AG	4	Cedrus atlantica 'Glaucous Fastigiata'	Columnar Blue Atlas Cedar	6-8' H.	E, DT, Conifer, blue, narrow
CHAN-GA	12	Chamaecyparis nootk. 'Green Arrow'	Weeping Alaskan Yellow Cedar	6'	E, DT, Loose, narrow golden conifer
CHAN-P	2	Chamaecyparis nootk. 'Pendula'	Weeping Alaska Cedar	6-8'	E, DT, narrow specimen conifer, weeping branches
CHAO-G	15	Chamaecyparis obtusa 'Gracilis'	Slender Hinoki Cypress	5 G.	E, tree for screens, hedges & background plantings
CORK	10	Cornus kousa	Japanese Dogwood	1.5" C.	D, DT, specimen tree, year round interest
CUPL	25	Cupressus 'leylandii'	Leyland Cypress	6'	E, DT, conifer for screening, no flowers or blooms
FRAC	750	Fragaria chiloensis	Beach Strawberry	4"	SE, GC, DT, N, low shrub, white flowers, green foliage
GAUS	49	Gaultheria shallon	Salal	1 G.	E, N, DT, low shrub, fruit and berries
HOLD	13	Holodiscus discolor	Oceanspray	2 G.	PER, DT, N, large sprays of white fragrant flowers
LIRI-T	10	Liriodendron tulipifera	Tulip Tree	2.5" C.	D, DT, Medium columnar street tree
LIRM	472	Liriope muscari	Big Blue Lily Turf	1 G.	E, DT, low grasslike leaves, purple flower spikes, berries
MAHA	47	Mahonia aquifolium	Oregon Grape Holly	2 G.	E, DT, N, DR, upright, yellow fragrant flower
MAHN	147	Mahonia nervosa	Dwarf Oregon-grape	1 G.	E, DT, N, DR, low shrub, yellow fragrant flower, berries
MAL-A	27	Malus 'Adirondack'	Flowering Crabapple	1.5" C.	D, DT, small upright tree, edible fruit, white spring flowers
PHIL	17	Philadelphus lewisii	Mock Orange	5 G.	D, N, DT, large shrub, fragrant spring flowers
PINC-C	22	Pinus contorta 'Contorta'	Shore Pine	6' H.	E, N, DT, DR, native conifer
POLM	85	Polystichum munitum	Sword Fern	1 G.	E, N, DT, dark green fern
RIBS	15	Ribes sanguineum	Red Flowering Currant	5 G.	D, DT, N, DR, red flowers, attract birds
ROSR	129	Rosa nutkana	Nootka Rose	1 G.	D, DT, N, DR, med. shrub, pink flowers in summer
SPIB-G	81	Spiraea x bumalda 'Goldflame'	Goldflame Spirea	1 G.	D, DT, low golden shrub, spring flowers, fall color
STIT	57	Stipa tenuissima	Mexican Feather Grass	1 G.	PER, DT, upright, airy ornamental grass
SYMA	226	Symphoricarpos albus	Snowberry	1 G.	D, N, DT, upright shrub, white berries
VACO	99	Vaccinium ovatum	Evergreen Huckleberry	1 G.	E, DT, N, DR, low shrub, glossy green leaves, edible berries

SE SEDGWICK ROAD (SR-160)

PROPOSED RIGHT-OF-WAY (ROW) PER WSDOT PRELIMINARY PLANS

STIT Stipa tenuissima

10' MIN. FRONT SETBACK (LANDSCAPE)

50mm (2") FLAG STONE

50-100mm (2"-4") SPACING FILLED WITH TOPSOIL

25mm (1") SAND SETTING BED

100mm (4") AGGREGATE BASE

PREPARED SUBGRADE

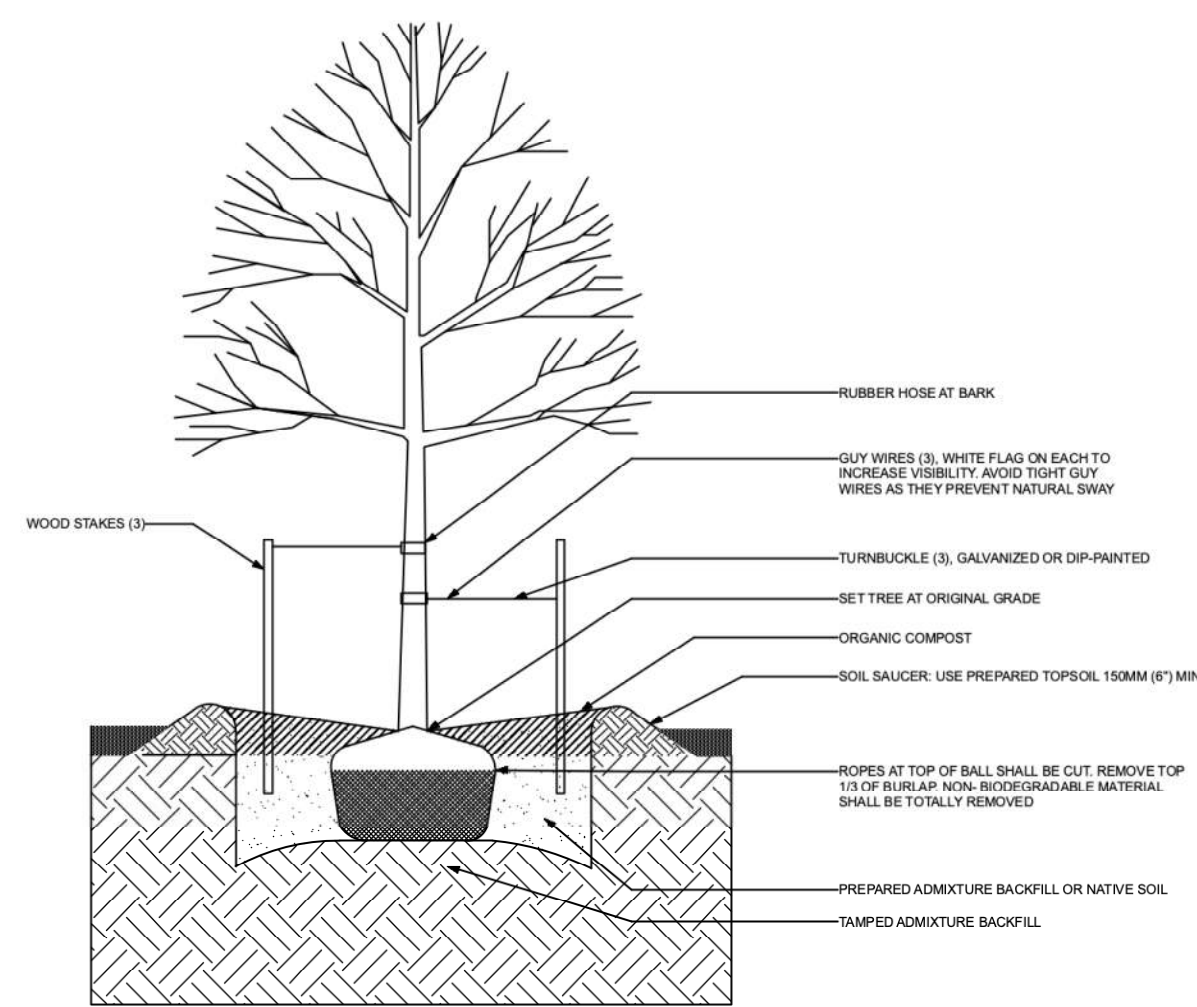
1 FLAGSTONE PAVERS WITH TOPSOIL JOINTS

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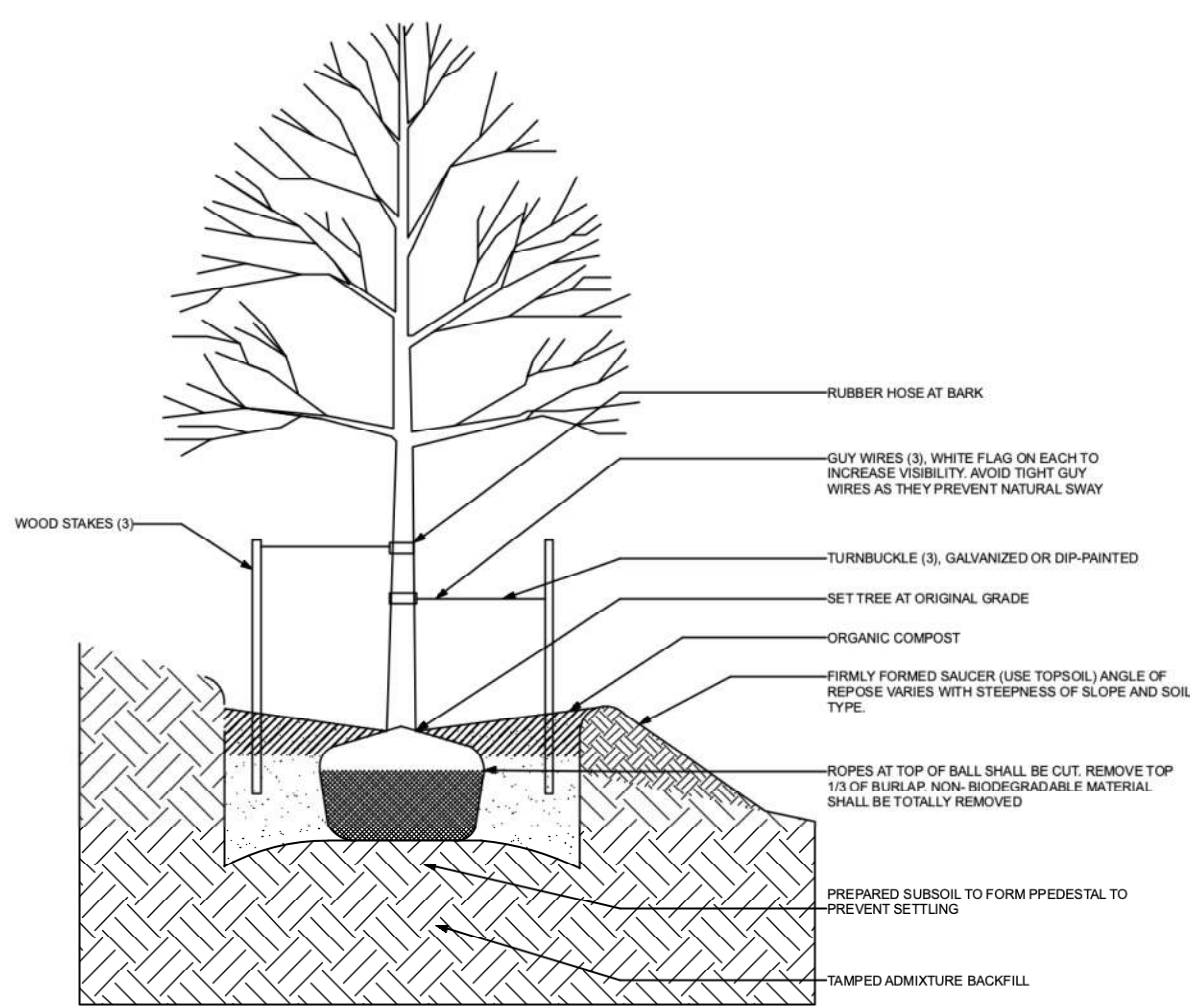
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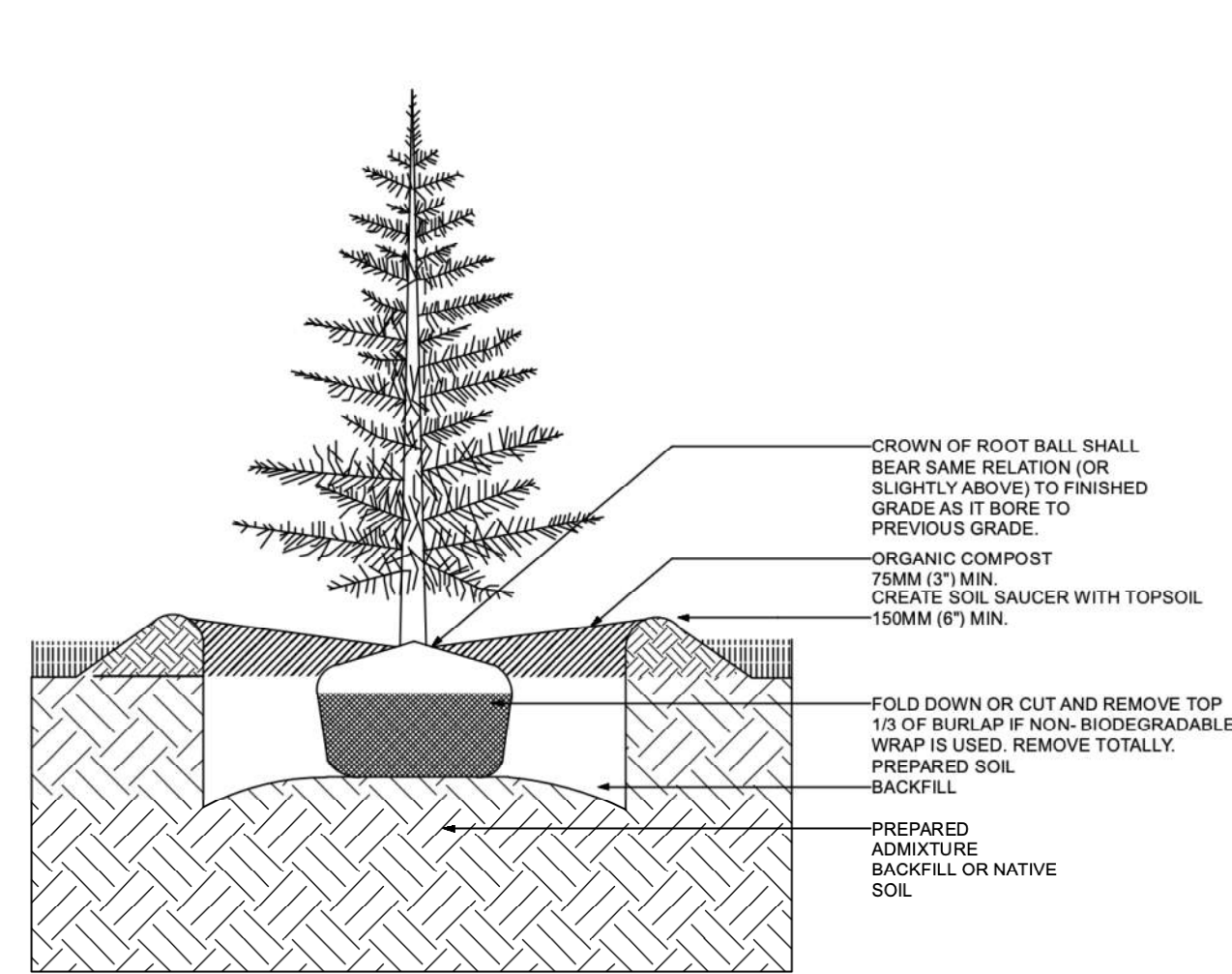
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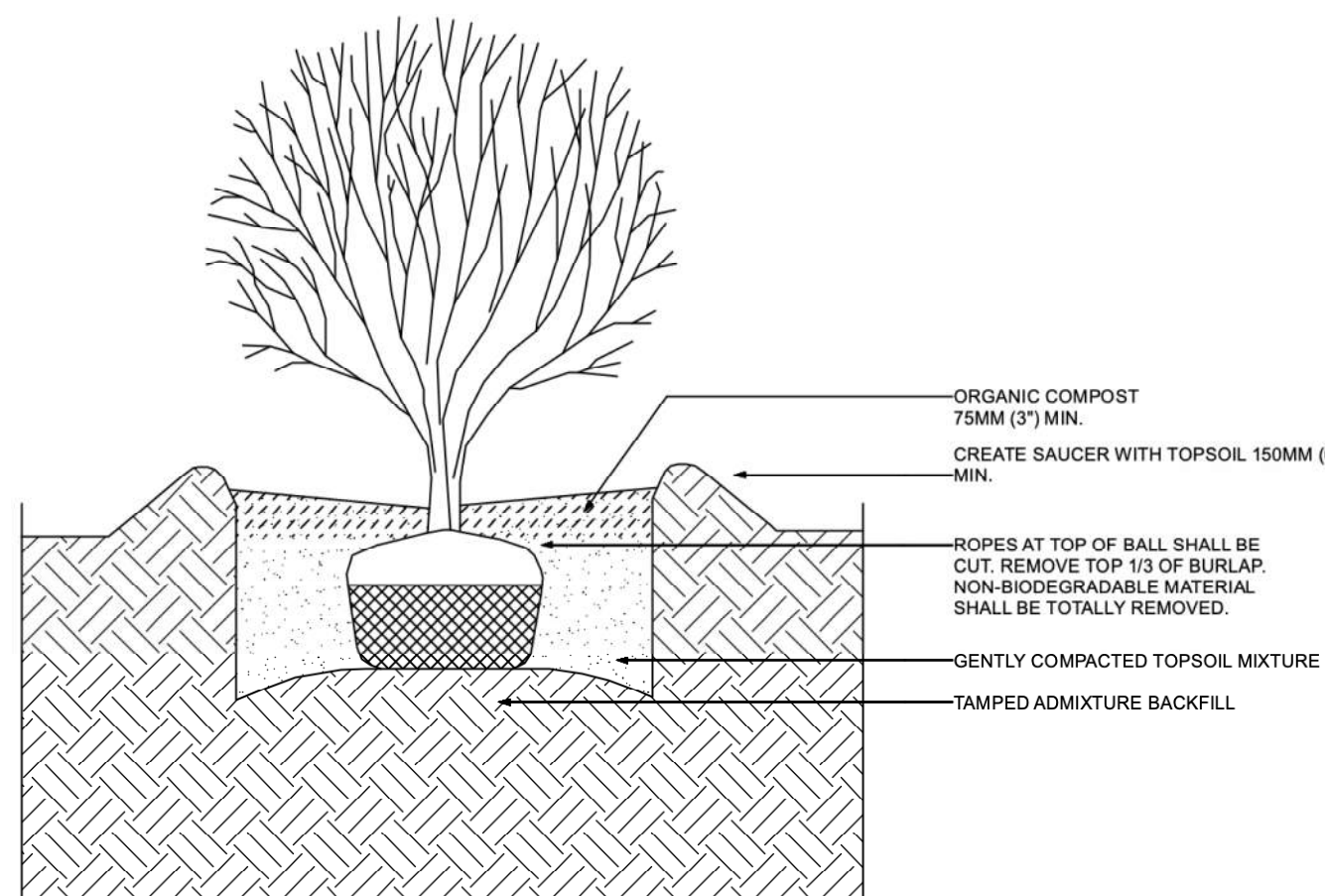
1 Tree Planting And Staking -NTS



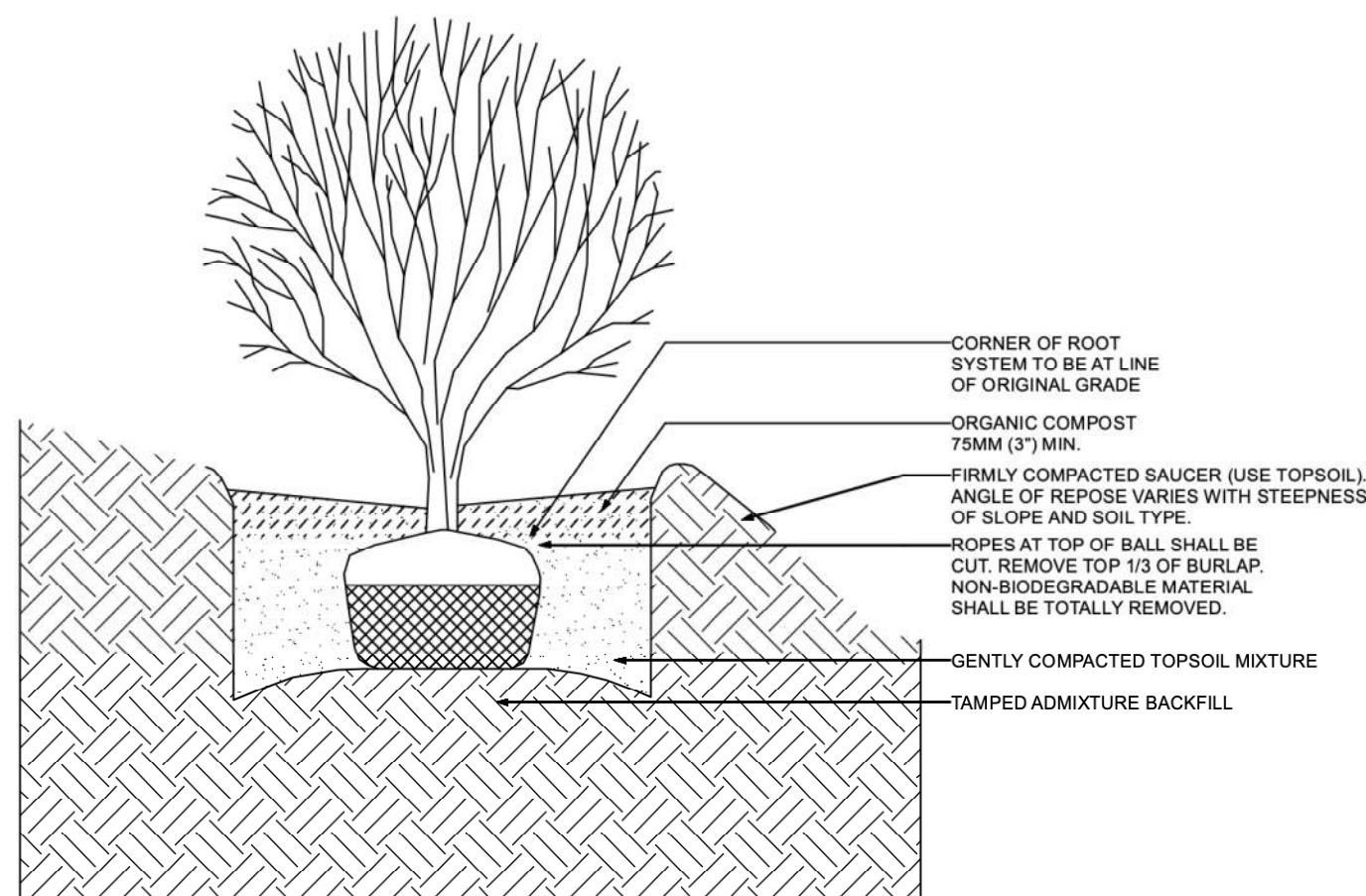
2 Tree Planting On Slope And Staking On Slope -NTS



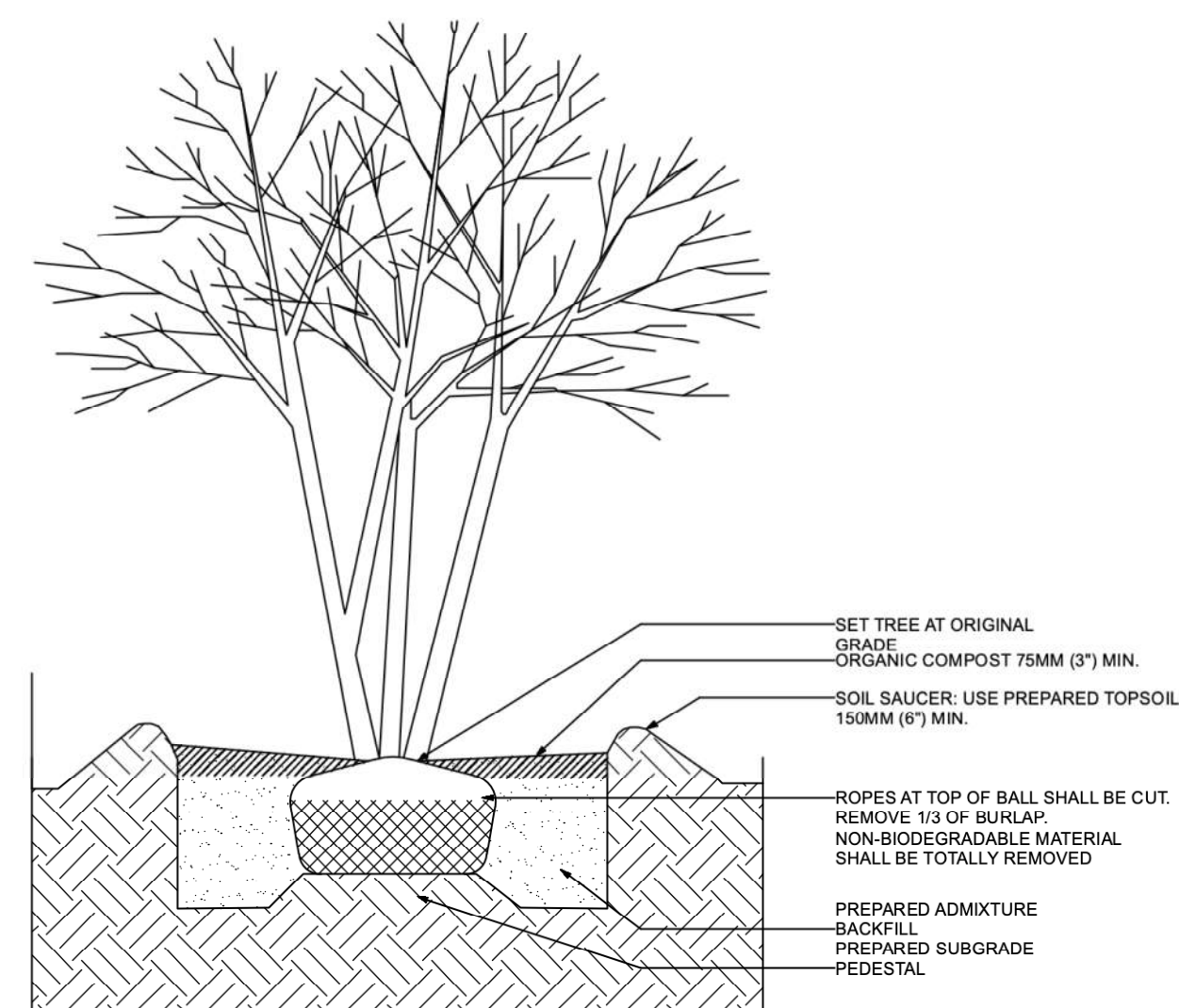
3 Coniferous Tree Planting- NTS



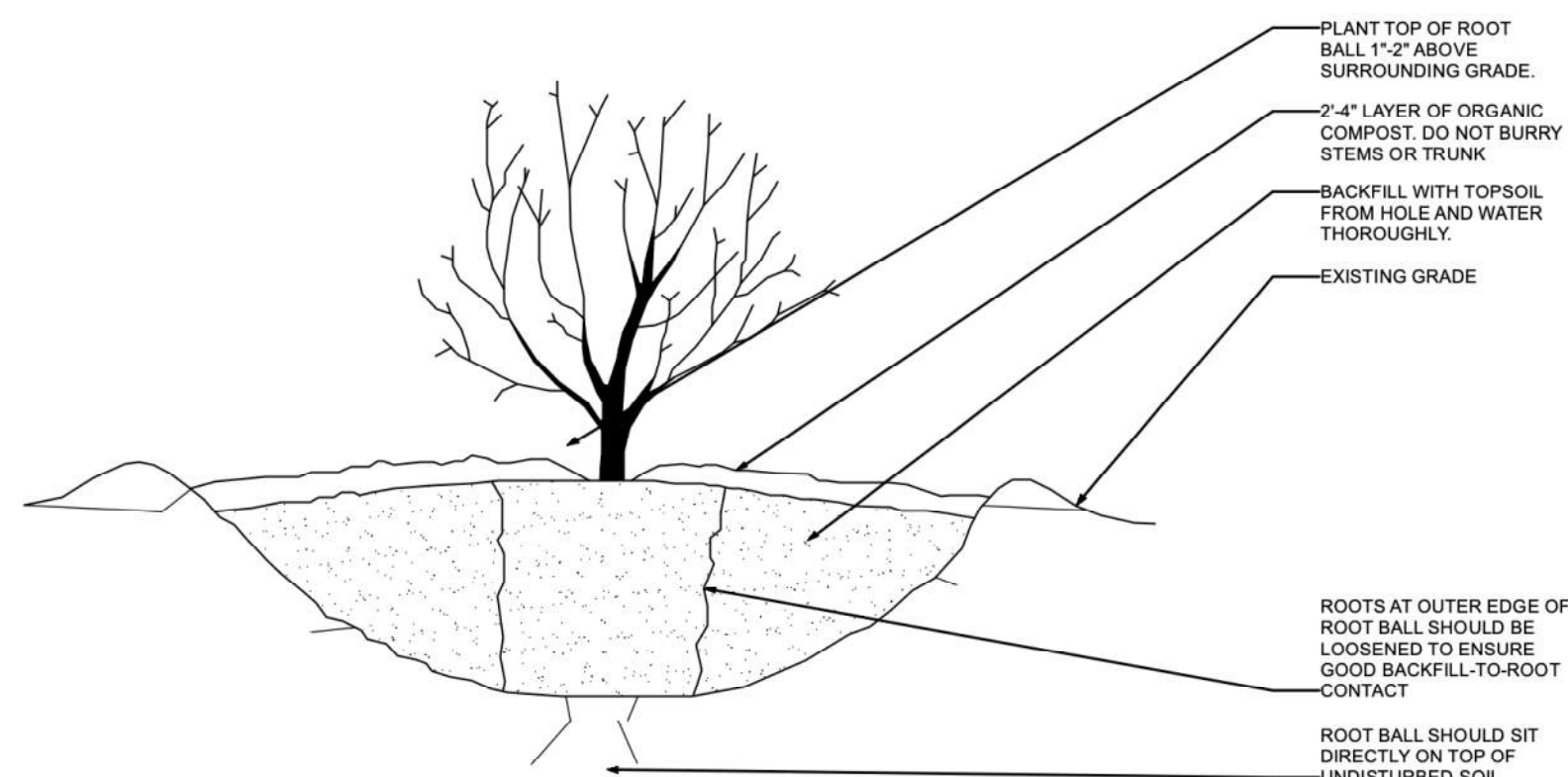
4 B&B Planting-NTS



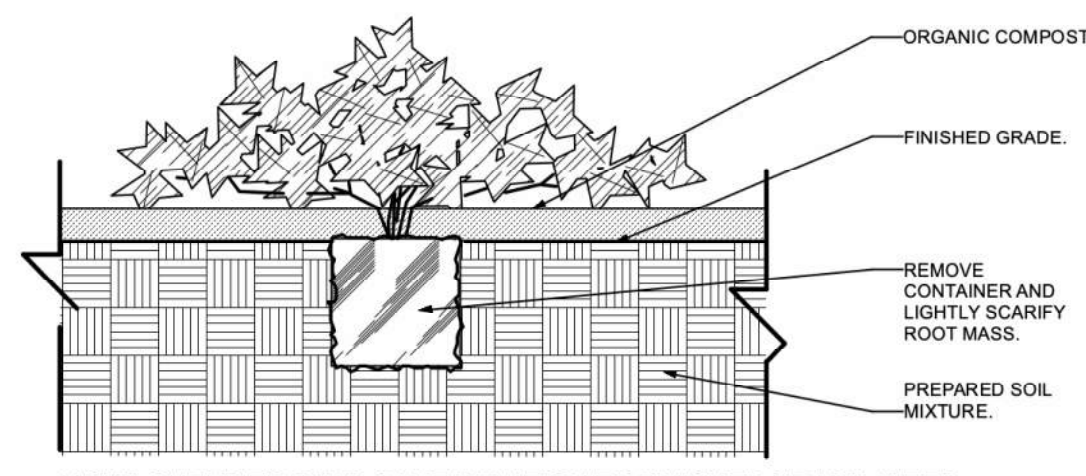
5 B&B Planting on slopes -NTS



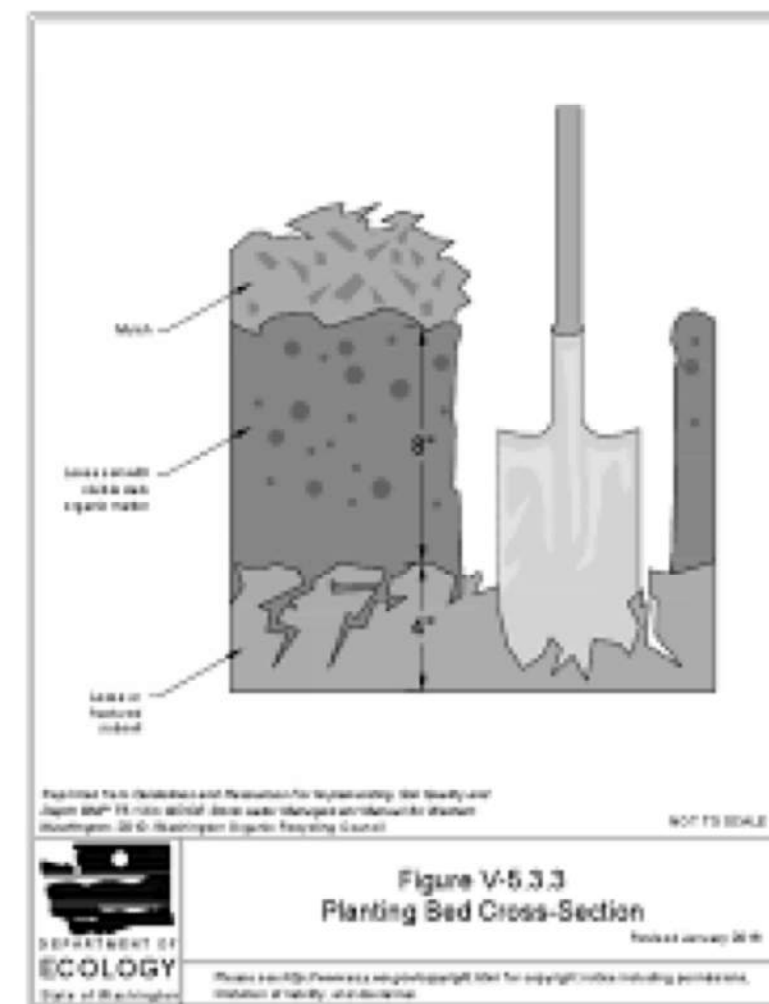
6 Tree Planting And Staking -NTS



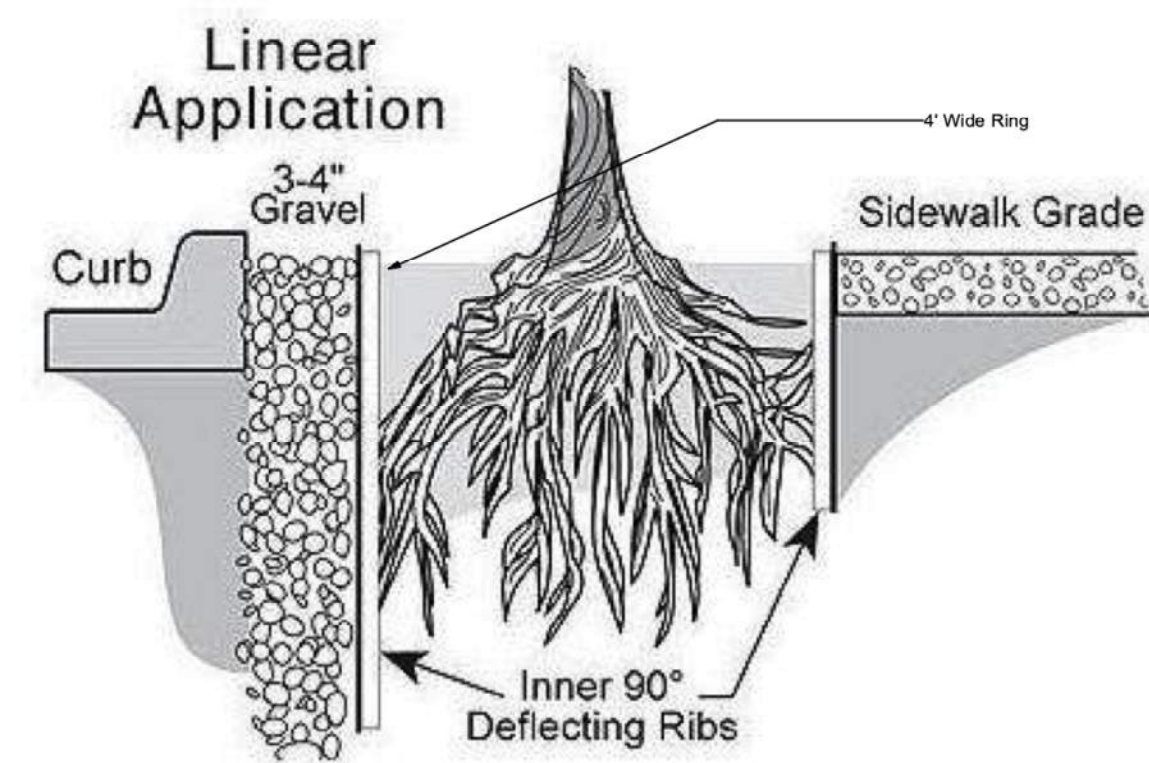
7 Container Shrub Planting- NTS



8 Ground Cover Planting-NTS



9 Planting Bed Cross-Section - NTS



10 Rigid Panel Root Barrier, 18-inch Height - NTS



The Ramsey
City of Port Orchard LDAP

Port Orchard, Washington

Revisions	
Project Manager	ELR
Drawn By	ELR
Reviewed By	ELR
Project ID	Ramsey
Sequence	3 of 6
Date	October 21, 2022
Scale	As Indicated
Sheet Title	Landscape Details
SHEET NUMBER:	L3

Port Orchard Municipal Code:
Title 20 UNIFIED DEVELOPMENT CODE
Chapter 20.128 LANDSCAPING*

20.128.040 Integration with LID stormwater management facilities.

The required landscape design requirements in this chapter may be integrated with low impact development (LID) stormwater management facilities and best management practices (BMPs) unless site and soil conditions make LID infeasible, subject to the approval of the director and public works department. LID facilities shall not compromise the purpose or intent of required landscaping and landscaping shall not result in the disruption of the LID facilities' functions. LID facilities shall be designed and constructed in accordance and the LID Technical Guidance Manual for Puget Sound (current edition). (Ord. 011-19 § 5 (Exh. 2)).

20.128.050 Plant material and installation standards.

(1) Native Plant Species.

New landscaping materials shall include species native to the region or hardy, waterwise, and noninvasive species appropriate in the climatic conditions of the region (decorative annuals are an exception). Generally acceptable plant materials must be those identified as hardy in Zone 8b as described in United States Department of Agriculture's Plant Hardiness Zone Map. The selection of plant species should include consideration of soil type and depth, the amount of maintenance required, spacing, exposure to sun and wind, the slope and contours of the site, compatibility with existing native vegetation preserved on the site, water conservation where needed, and the impact of landscaping on visibility of the site for purposes of public safety and surveillance.

(2) Tree Standards and Guidelines.

(a) Tree heights may be called for within this chapter or elsewhere within this title:

(i) Large Tree. Capable of growing 35 feet high or greater under normal growing conditions.

(ii) Medium Tree. Capable of growing over 15 feet high and less than 35 feet high under normal growing conditions.

(iii) Small Tree. Capable of growing up to 15 feet high under normal growing conditions.

(b) Unless otherwise noted herein, required trees shall meet the following standards at the time of planting:

(i) Required deciduous trees shall be fully branched, have a dominant leader branch, have a minimum caliper of one and one-half inches (as measured 24 inches above the root ball), and a minimum height of six feet at the time of planting as measured from the top of the leader branch to the top of the root ball.

(ii) Required evergreen trees shall be fully branched and a minimum of six feet in height, measured from the treetop to the ground, at the time of planting.

(iii) Required trees of any species within parking areas shall be a minimum caliper of one-and-one-half inches (as measured 24 inches above the root ball) and a minimum height of 10 feet at the time of planting.

(3) Shrub Standard. Shrubs, except for ornamental grasses, shall be a minimum of one-gallon size at the time of planting.

(4) Ground Cover Standards and Guidelines.

(a) Ground covers shall be planted and spaced to result in total coverage of the required landscape area within three years as follows, or as per recommendations by Washington State licensed landscape architect, Washington-certified professional horticulturalist (CPH), or other qualified individual. Ground cover plants other than turf forming grasses must be planted in triangular spacing at the following rates:

(i) Four-inch pots at 18 inches on center.

(ii) One gallon or greater sized containers at 24 inches on center.

(iii) Alternative plant spacing may be appropriate depending on the specific plants. When applicable, plant spacing information must be included with permit application submittals from published sources, such as the Sunset Western Garden Book, from Internet sources, or from cut sheets provided by a nursery. Such sources must be identified for verification purposes.

(b) Grass is acceptable as ground cover in landscaped areas, but generally not preferred for water conservation and maintenance purposes (lawn areas designed as play areas are an exception).

(c) Ground cover areas shall contain at least two inches of composted organic material at finished grade.

(5) Tree and Plant Diversity.

(a) If there are more than eight required trees, no more than 40 percent of them may be of one species.

(b) If there are more than 24 required trees, no more than 20 percent of them may be of one species.

(c) If there are more than 24 required shrubs, no more than 75 percent of them may be of one species.

(6) Soil Augmentation and Mulching.

(a) Existing soils shall be augmented with a two-inch layer of fully composted organic material tilled a minimum of six inches deep prior to initial planting.

(b) Landscape areas shall be covered with at least two inches of mulch to minimize evaporation. Mulch shall consist of organic materials such as bark chips and wood grindings or yard waste, sawdust, and/or manure that is fully composted. Washed rock may also be used as a mulch.

(7) Landscape Installation Standards.

(a) All required landscaping shall be in-ground, except when in raised planters. Plant materials shall be installed to current nursery industry standards.

(b) Plant materials shall be properly supported to ensure survival. Support devices such as guy wires or stakes shall not interfere with vehicular or pedestrian movement. Where support is necessary, stakes, guy wires or other measures shall be removed as soon as the plant can support itself.

(c) Existing trees and plant materials to be retained shall be protected during construction. Protection measures may include silt fencing, chain link fencing, or other sturdy fencing placed at the dripline of trees to be retained. Grading, topsoil storage, construction material storage, vehicles, and equipment shall not be allowed within the dripline of trees to be retained.

(d) Installation of landscaping materials must take into consideration access to utility vaults, pedestals, and other public and private utility facilities.

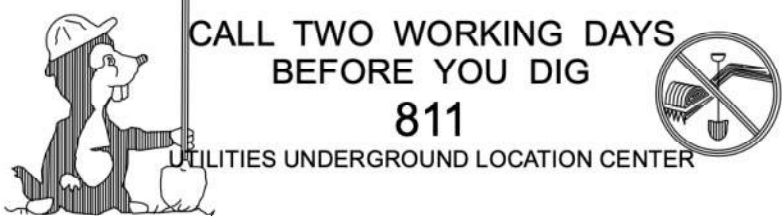
(e) Trees and major shrubs at mature size should avoid interference with windows, decks, pedestrian walkways or other travelled ways, or lighting. (Ord. 011-19 § 5 (Exh. 2))

Soil management during construction

- Don't
- X Stockpile soils when wet or plastic.
 - X Stockpile soils of different quality and composition together, especially topsoil and subsoil.
 - X Stockpile subsoil or waste materials on top of topsoil.
 - X Locate stockpiles close to retained trees, drains, watercourses or excavations.
 - X Steepen stockpile sides beyond a slope of 1 in 1.75 (30°) in order to reduce the risk of erosion.
 - X Allow vehicles to run over stockpiles except during their construction.

- Do
- ✓ Remove vegetation and waste materials from storage areas before forming stockpiles.
 - ✓ Manage the site so that soil storage periods are kept as short as possible.
 - ✓ Stockpile soils in the driest condition possible.
 - ✓ Use tracked equipment wherever possible to reduce compaction.
 - ✓ Protect stockpiles from erosion by seeding or covering them.
 - ✓ Use clear signage to identify the content of stockpiles

The greater the amount of weeds that can be removed from the site prior to planting, the greater the chance that the restoration project will succeed.



Port Orchard Municipal Code:

Title 20 UNIFIED DEVELOPMENT CODE
Chapter 20.128 LANDSCAPING*

20.128.040 Integration with LID stormwater management facilities.

The required landscape design requirements in this chapter may be integrated with low impact development (LID) stormwater management facilities and best management practices (BMPs) unless site and soil conditions make LID infeasible, subject to the approval of the director and public works department. LID facilities shall not compromise the purpose or intent of required landscaping and landscaping shall not result in the disruption of the LID facilities' functions. LID facilities shall be designed and constructed in accordance and the LID Technical Guidance Manual for Puget Sound (current edition). (Ord. 011-19 § 5 (Exh. 2)).

20.128.050 Plant material and installation standards.

(1) Native Plant Species.

New landscaping materials shall include species native to the region or hardy, waterwise, and noninvasive species appropriate in the climatic conditions of the region (decorative annuals are an exception). Generally acceptable plant materials must be those identified as hardy in Zone 8b as described in United States Department of Agriculture's Plant Hardiness Zone Map. The selection of plant species should include consideration of soil type and depth, the amount of maintenance required, spacing, exposure to sun and wind, the slope and contours of the site, compatibility with existing native vegetation preserved on the site, water conservation where needed, and the impact of landscaping on visibility of the site for purposes of public safety and surveillance.

(2) Tree Standards and Guidelines.

(a) Tree heights may be called for within this chapter or elsewhere within this title:

(i) Large Tree. Capable of growing 35 feet high or greater under normal growing conditions.

(ii) Medium Tree. Capable of growing over 15 feet high and less than 35 feet high under normal growing conditions.

(iii) Small Tree. Capable of growing up to 15 feet high under normal growing conditions.

(b) Unless otherwise noted herein, required trees shall meet the following standards at the time of planting:

(i) Required deciduous trees shall be fully branched, have a dominant leader branch, have a minimum caliper of one and one-half inches (as measured 24 inches above the root ball), and a minimum height of six feet at the time of planting as measured from the top of the leader branch to the top of the root ball.

(ii) Required evergreen trees shall be fully branched and a minimum of six feet in height, measured from the treetop to the ground, at the time of planting.

(iii) Required trees of any species within parking areas shall be a minimum caliper of one-and-one-half inches (as measured 24 inches above the root ball) and a minimum height of 10 feet at the time of planting.

(3) Shrub Standard. Shrubs, except for ornamental grasses, shall be a minimum of one-gallon size at the time of planting.

(4) Ground Cover Standards and Guidelines.

(a) Ground covers shall be planted and spaced to result in total coverage of the required landscape area within three years as follows, or as per recommendations by Washington State licensed landscape architect, Washington-certified professional horticulturalist (CPH), or other qualified individual. Ground cover plants other than turf forming grasses must be planted in triangular spacing at the following rates:

(i) Four-inch pots at 18 inches on center.

(ii) One gallon or greater sized containers at 24 inches on center.

(iii) Alternative plant spacing may be appropriate depending on the specific plants. When applicable, plant spacing information must be included with permit application submittals from published sources, such as the Sunset Western Garden Book, from Internet sources, or from cut sheets provided by a nursery. Such sources must be identified for verification purposes.

(b) Grass is acceptable as ground cover in landscaped areas, but generally not preferred for water conservation and maintenance purposes (lawn areas designed as play areas are an exception).

(c) Ground cover areas shall contain at least two inches of composted organic material at finished grade.

(5) Tree and Plant Diversity.

(a) If there are more than eight required trees, no more than 40 percent of them may be of one species.

(b) If there are more than 24 required trees, no more than 20 percent of them may be of one species.

(c) If there are more than 24 required shrubs, no more than 75 percent of them may be of one species.

(6) Soil Augmentation and Mulching.

(a) Existing soils shall be augmented with a two-inch layer of fully composted organic material tilled a minimum of six inches deep prior to initial planting.

(b) Landscape areas shall be covered with at least two inches of mulch to minimize evaporation. Mulch shall consist of organic materials such as bark chips and wood grindings or yard waste, sawdust, and/or manure that is fully composted. Washed rock may also be used as a mulch.

(7) Landscape Installation Standards.

(a) All required landscaping shall be in-ground, except when in raised planters. Plant materials shall be installed to current nursery industry standards.

(b) Plant materials shall be properly supported to ensure survival. Support devices such as guy wires or stakes shall not interfere with vehicular or pedestrian movement. Where support is necessary, stakes, guy wires or other measures shall be removed as soon as the plant can support itself.

(c) Existing trees and plant materials to be retained shall be protected during construction. Protection measures may include silt fencing, chain link fencing, or other sturdy fencing placed at the dripline of trees to be retained. Grading, topsoil storage, construction material storage, vehicles, and equipment shall not be allowed within the dripline of trees to be retained.

(d) Installation of landscaping materials must take into consideration access to utility vaults, pedestals, and other public and private utility facilities.

(e) Trees and major shrubs at mature size should avoid interference with windows, decks, pedestrian walkways or other travelled ways, or lighting. (Ord. 011-19 § 5 (Exh. 2))

20.128.060 Landscaping types.

(6) Rain Garden. A rain garden is a landscaped depression that collects, absorbs, and filters stormwater runoff from rooftops, driveways, patios, and other hard surfaces. They can also function as an attractive visual divider of space. To qualify as a rain garden, the following elements must be included:

(a) Garden located and designed to capture impervious area runoff.

(b) Six to 12 inches ponding depth.

(c) Twelve to 24 inches rain garden soil depth with two to three inches surface mulch layer.

(d) Gradual side slopes (maximum 2:1).

(e) Overflow design elements with measures to protect erosion.

(f) Generous plantings (capable of reaching 100 percent ground cover) of a variety of small trees, shrubs, ground covers, and grasses. Select plants suitable for the three planting zones within the garden and around the perimeter.

20.128.090 Irrigation standards.

The purpose of this standard is to ensure that plants will survive the critical establishment period when they are most vulnerable.

All required landscaped areas in the city must comply with at least one of the following:

(1) A permanent built-in irrigation system with an automatic controller will serve the proposed landscape area, and the system will be installed and operational before the city grants an occupancy permit or final inspection for the development.

(2) A temporary irrigation system will serve the proposed landscape area, provided the applicant can successfully demonstrate that the proposed temporary irrigation system will provide sufficient water to ensure that the plant materials to be planted will survive installation and, once established, will survive without watering other than natural rainfall.

(3) A permanent or temporary irrigation system will not serve the proposed landscape area, provided:

(a) The director finds the landscape area otherwise fulfills the requirements of this section; and

(b) The applicant submits all of the following with the site plan application:

(i) A statement from a Washington State licensed landscape architect, Washington-certified professional horticulturalist (CPH), or other qualified individual certifying that the materials to be planted will survive without watering other than natural rainfall.

(ii) A plan for monitoring the survival of required vegetation on the approved site plan for at least one year and for detection and replacement of required vegetation that does not survive with like-kind material or other material approved by the director.

(iii) A statement from the applicant agreeing to install an irrigation system if the director finds one is needed to ensure survival of required vegetation, based on the results of the monitoring plan. (Ord. 011-19 § 5 (Exh. 2)).

General Notes

- ALL PLANT MATERIAL QUALITY, SIZE, AND CONDITION SUPPLIED FOR THE PROJECT SHALL BE GRADE NO. 1 AS PER AMERICAN NURSERY AND LANDSCAPE ASSOCIATION (ANSI Z60.1, CURRENT STANDARD). PLANTING HOLES SHOULD BE APPROXIMATELY TWICE THE DIAMETER OF THE ROOTBALL AND DEEP ENOUGH TO CONTAIN ROOTBALL BUT NOT TOO DEEP TO ALLOW SETTLING. MIXING APPROX. 25% COMPOST WITH 75% NATIVE SOILS. TAMP SOIL LIGHTLY TO REMOVE AIR POCKETS AND WATER THOROUGHLY. SET 1 GALLON CONTAINER GROUNDCOVERS 24" ON CENTER AS PER KCC 17.500.030 (E)
- Plant In Fall Or Spring For Best Results Due To Lack Of Irrigation. Plant List Is Based On Inventory Commonly Available In The Pacific Northwest. All Plants Have Been Chosen For Their Natural Habit And Eventual Size. Not All Plants Are Available Year Round. Availability Changes Both Seasonally And Annually According To What Growers Can Provide. If An Alternative Plant Is Needed Due To Lack Of Availability.Any Plant Substitution Requires Review And Approval Of The City Of Port Orchard Department Of Community Development A Revised Landscape Plan Shall Be Submitted For Review And Be Approved Prior To Plant Substitution Installation. Please See The Landscape Architect For A Substitution.
- Dimensions: Dimensions and layout of existing and proposed site layout are based on provided Civil site plan. The landscape plan was added to the site plan.
- Planting beds: Plant quantities to be determined by required spacing. Plant spacing to achieve total coverage within three years. Plant varieties chosen are native and drought tolerant. Trees within the site are either Kitsap County approved street trees or approved native, drought tolerant, and chosen for their small size at maturity. All plants are approved native species or ornamental low maintenance and drought tolerant. All planting beds are to relieve ground cover throughout except as noted
50% 3-way mix, 50% native soil. Top dress all beds with organic compost 3"d. Native planting beds: 100 native soil.
Amend soil annually with 2-3"d. Organic compost to be used as mulch in lieu of bark. Mulch is mandatory with little to no irrigation to retain moisture around plants and amend poor soil. If possible store and cover any nutrient rich native soil scraped from the site and re-use in planting beds and meadow areas. See soil storage guidelines.
Remove all weeds from soil before replacing.
Xeriscape: Temporary irrigation to be provided during the first 3 years for plants to become established. After 3 years irrigation can taper off.
- All Fertilizer Supplied Shall Conform To Washington State Department Of Agriculture Laws And Federal Specification 0-F-241D Pertaining To Commercial Fertilizers.
- Amend soil in all beds annually with 3" organic compost
- Irrigation: Plants are drought tolerant once established and watering can be reduced after 3 years. Microclimates, weather variability, sunlight, and site conditions will vary greatly and influence watering needs for each area over time. In general water plants 2x per week for the first 3 months or the first summer if the first 3 months are wet weather, then approximately 3x/month during the warm months for the next 2 years. Water as needed after that time. Leaf structure, fullness, color, and changes to plant habit will determine whether water should be reduced or increased over time. Never water between 10 a.m. and 6 p.m. to reduce water lost to evaporation. If you have an automatic irrigatino system, adjust your controller regularly to accommodate weather conditions. Also, install a rain sensor to shut off the device when it rains. There are no assigned watering days, but never water a zone more than three days a week. Plan to "water, rest, water" by watering zones in increments, with rest periods to give water time to travel toward the roots. Light sprinkling only settles the dust and does little to alleviate drought stress of plants growing in hot, dry soil. Instead of light daily waterings, give plants a weekly soaking. When watering, allow the soil to become wet to a depth of 5 to 6 inches. This type of watering allows moisture to penetrate into the soil area where roots can readily absorb it. A soil watered deeply retains moisture for several days, while one wet only an inch or so is dry within a day. Consult with the irrigation technician or horticulturalist annually to determine adjustments to water quantity and frequency.
- Lighting: In general, keep lighting low and to a minimum to reduce light pollution.
- Requests to substitute any product, technique, or material shall be submitted in writing to Architect for approval. Samples, product information, and drawings shall be required prior to substitution approval. Proposed substitution shall be of equal quality and performance specification to that originally specified. VEGETATION REPLACEMENT: LANDSCAPING LOST DUE TO VIOLATION OF THIS TITLE OR UNFORESEEN NATURAL EVENTS SHALL BE REPLACED IMMEDIATELY WITH THIS VEGETATION THAT IS SUFFICIENT IN SIZE AND SPACING REQUIRED BY THIS TITLE. (Title 17 Zoning Chapter 17.500 Landscaping,17.500.030 Installation And Maintenance)
- Contractor is responsible for the safety, actions and conduct of her or his employees and his subcontractors' employees while in the project area, adjacent areas and in the building and its vicinity.
- Following Delivery Of Plant Material Contractor Shall Protect Plants, Roots, Balls, And Tips At All Times From Injury In Handling Or From Sun And Drying Winds On Site Until Final Planting. Delivered Plants Need To Be Well Watered During Waiting Period Prior To Installation. Dig and store native plants available on-site prior to excavation. Dig a rootball twice the size of the plant. For larger conifers use a backhoe with tree spade attachment. Store the plants in containers in their native soil. Water regularly prior to planting. Street trees planted 25' O.C. whenever possible. Where space does not allow, plant evenly up 35' O.C. As per plan.
- Contractor shall review these plans thoroughly, make a detailed site visit, and shall immediately bring any inconsistency, site layout problem, or any other request for clarification to the Landscape Architect for resolution prior to the delivery of any bid.
- Contractor is responsible for ensuring that all sitework and structures meet both International and County building codes.
- Ensure no conflict between tree locations and sewer alignment, including side sewers. Provide 6' clearance around sanitary sewer manholes.
- Call before you Dig: 1-800-424-5555 to avoid disrupting utilities

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STATE OF
WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT

Emily Russell

Emily Russell
CERTIFICATE NO.1272

The Ramsey
City of Port Orchard LDAP

Port Orchard, Washington

Revisions

Project Manager	ELR	Date	October 21, 2022
Drawn By	ELR	Scale	As Indicated
Reviewed By	ELR	Sheet Title	Landscape Notes
Project ID	Ramsey	SHEET NUMBER:	L4
Sequence	4 of 6		



STATE OF
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Port Orchard, Washington

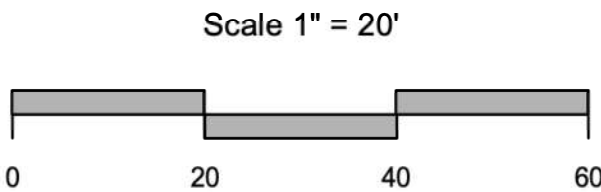
Legend:

- C** HUNTER INDUSTRIES CONTROLLER CAPABLE OF HANDLING ENTIRE SYSTEM.
- POC** POINT OF CONNECTION TO WATER SOURCE
- W** HUNTER INDUSTRIES HC FLOW METER
- HUNTER ICV VALVE (ICV) APPROPRIATE SIZE FOR ZONE
- HUNTER PRO ADJUSTABLE NOZZLE 12" POP-UPS. 6" POP-UP AS NEEDED
- MAINLINE PIPE: CLASS 200 PVC SOLVENT WELD PIPE UTILIZING SCH 40 PVC SOLVENT WELD FITTINGS.
- LATERAL LINE PIPE: CLASS 200 PVC SOLVENT WELD PIPE UTILIZING SCH 40 PVC SOLVENT WELD FITTINGS.

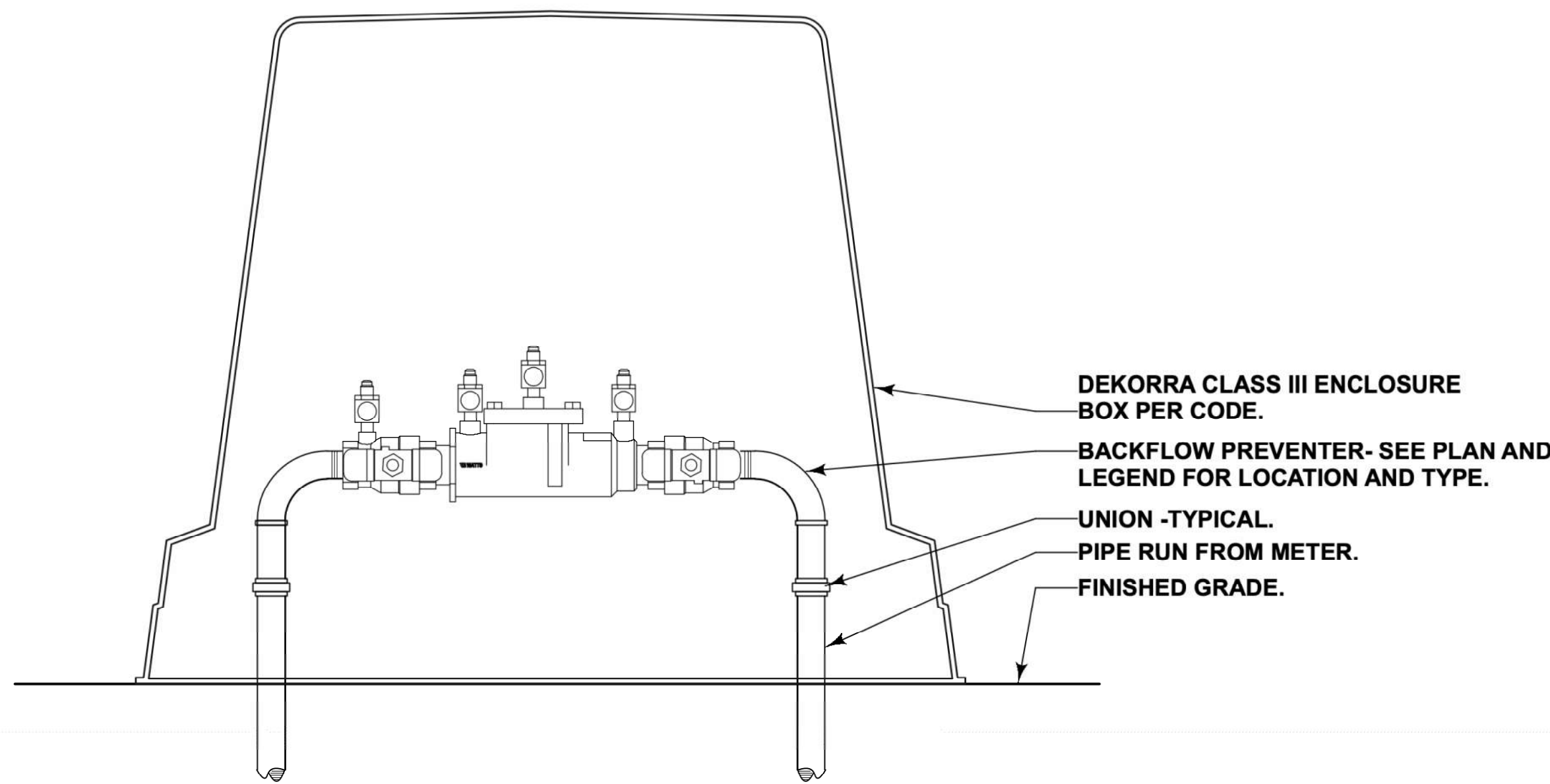
IRRIGATION NOTES:

1. THE IRRIGATION PLAN PROVIDED IS DIAGRAMATIC/SCHEMATIC IN NATURE. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL IRRIGATION COMPONENTS SUCH AS, VALVES, SPRAYER LAYOUT, DRIPLINE LAYOUT, PREASURE REQUIREMENTS, ZONES, BACKFLOW PREVENTERS, CONTROLLER, ANY ADDITIONAL COMPONENTS NOT INCLUDED IN THIS PLAN THAT WOULD BE REQUIRED FOR A FULLY FUNCTIONAL SYSTEM PRIOR TO CONSTRUCTION.
2. ALL WORK WILL CONFORM TO CODES AND REGULATIONS ISSUED BY ANY GOVERNING AUTHORITIES. OBTAIN ALL PERMITS, LICENSES, ETC. REQUIRED FOR EXECUTION OF WORK.
3. SYSTEM SHALL BE COVERED UNDER A ONE YEAR WARRANTY.
4. CONNECTION TO WATER LINE SHALL BE THE CONTRACTOR'S RESPONSIBILITY. LOCATION SHOWN IS APPROXIMATE BUT NOT A REFLECTION OF APPROPRIATE CONNECTION LOCATION.
5. LAYOUT IRRIGATION HEADS FOR EACH STATION PRIOR TO PLACEMENT TO INSURE INDIVIDUAL PLANTING AREA COVERAGE.
6. LAY MAIN PIPE RUN TO A DEPTH OF 18" MINIMUM FROM FINISH GRADE AND LATERALS TO A DEPTH OF 12" MINIMUM.
7. ALL IRRIGATION HEADS LOCATED IN PLANTING AREAS ARE TO BE AT LEAST 6" POP-UPS.
8. VERIFY REQUIRED PRESSURE PRIOR TO CONSTRUCTION. INCLUDE PRESSURE COMPENSATING HEADS, VALVES AND/OR REGULATOR AS NECESSARY. SITE TOPOGRAPHY MAY REQUIRE CONTRACTOR TO ADJUST LAYOUT IN ACCORDANCE WITH SITE CONDITION.
9. PROVIDE ALL LABOR, MATERIALS, APPLIANCES, EQUIPMENT, SERVICES AND INCIDENTALS NECESSARY FOR FURNISHING, INSTALLING AND TESTING, COMPLETE AND READY FOR OPERATION, IN A MANNER SATISFACTORY TO THE OWNER.
10. DUE TO MODIFICATIONS MADE DURING CONSTRUCTION, SITE CONDITIONS MAY VARY FROM THOSE SHOWN. VERIFY ALL SUCH CONDITIONS AS WELL AS THE PRESENCE AND LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. NO CHANGE IN CONTRACT PRICE WILL BE GRANTED FOR FAILURE TO OBSERVE THIS REQUIREMENT.
11. CLEAN-UP AND DISPOSE OF OFF OWNER'S PROPERTY ALL DEBRIS, WASTE AND EXCESS CONSTRUCTION MATERIALS FOLLOWING COMPLETION AND LEAVE NEAT, CLEAN READY FOR OWNER'S USE.
12. THE CONTRACTOR IS RESPONSIBLE FOR THE POWER SUPPLY REQUIREMENTS.
13. ALL VALVES, PIPE, HEADS, ETC NOT SHOWN BUT REQUIRED FOR CONSTRUCTION ARE THE CONTRACTORS RESPONSIBILITY.
14. COORDINATE THE LOCATION OF THE CONTROLLER WITH THE OWNER. LOCATION SHOWN IS IS FOR REFERENCE. LOCATION WILL VARY.
15. DRIP IRRIGATION SHALL BE ON SEPARATE ZONES
16. CONTRACTOR SHALL ENSURE THAT SLEEVING WILL BE OF APPROPRIATE SIZED FOR LOCATION (4" MIN. SLEEVE) AND BE REQUIRED FOR ANY AREA WHERE PIPE CROSSES ANY PAVED SURFACE OR TRAVERSE ANY NON PLANTING AREAS.

1 Irrigation Plan
Scale: 1" = 20'-0"

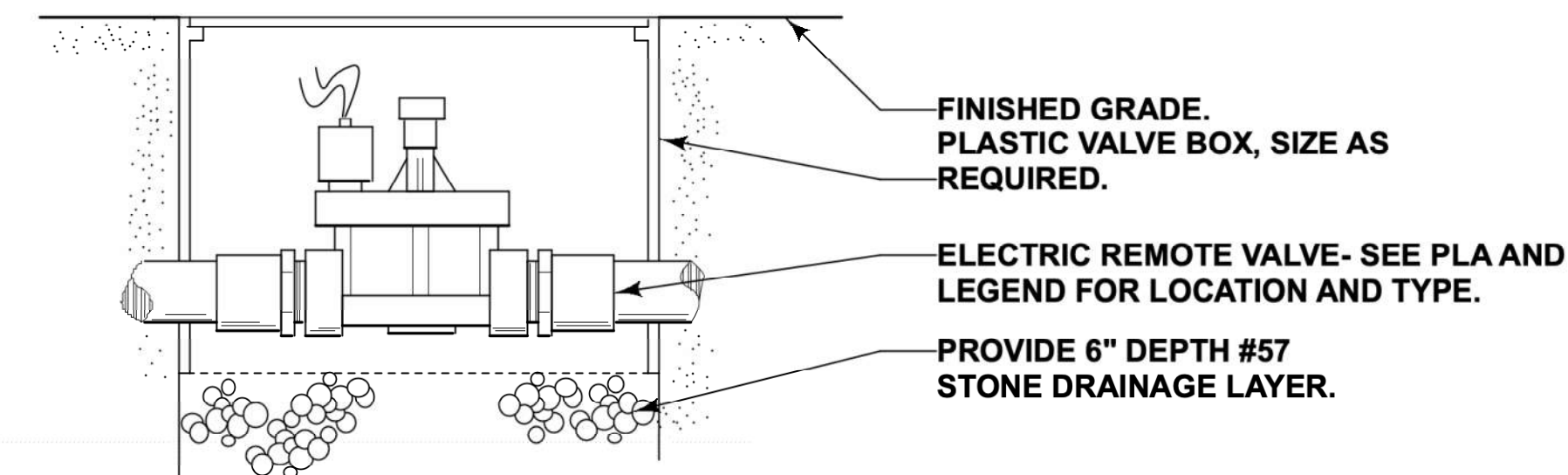


Revisions			
Project Manager		Date	October 21, 2022
Drawn By		Scale	As Indicated
Reviewed By		Sheet Title	Irrigation Plan
Project ID		SHEET NUMBER:	
Sequence		L5	
5 of 6			



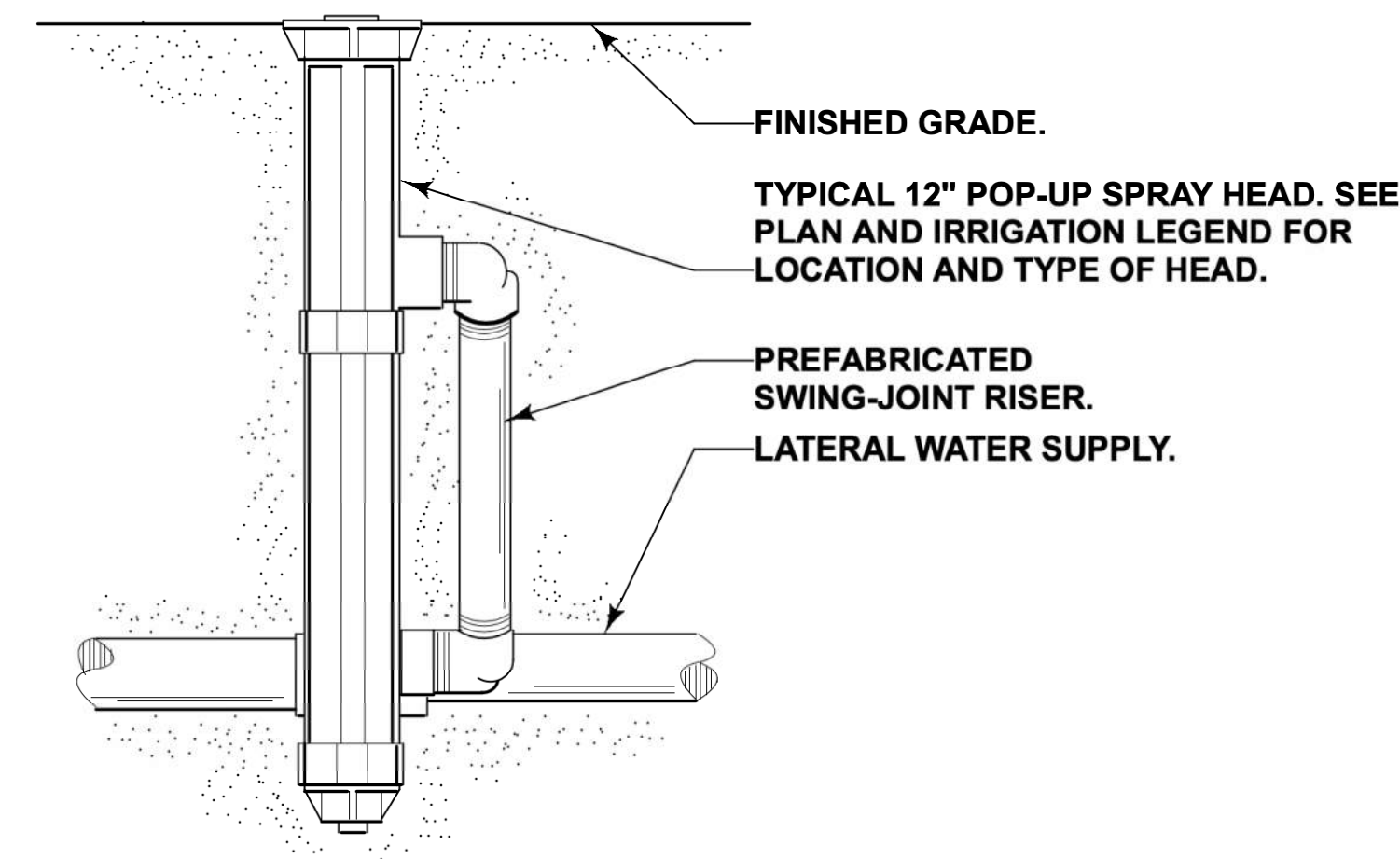
1 BACKFLOW PREVENTER DETAIL

NOT TO SCALE



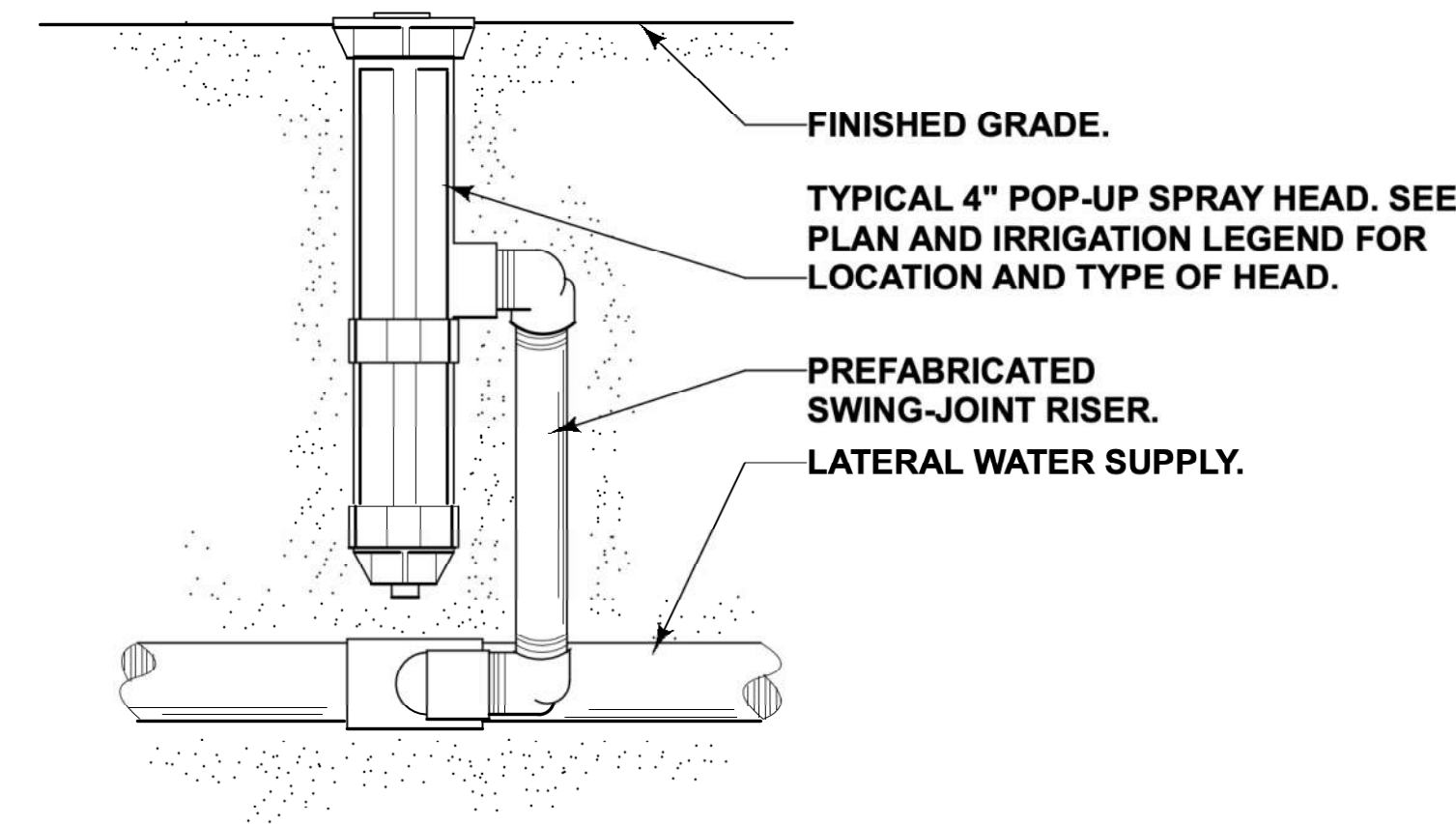
2 ELECTRIC CONTROL VALVE DETAIL

NOT TO SCALE



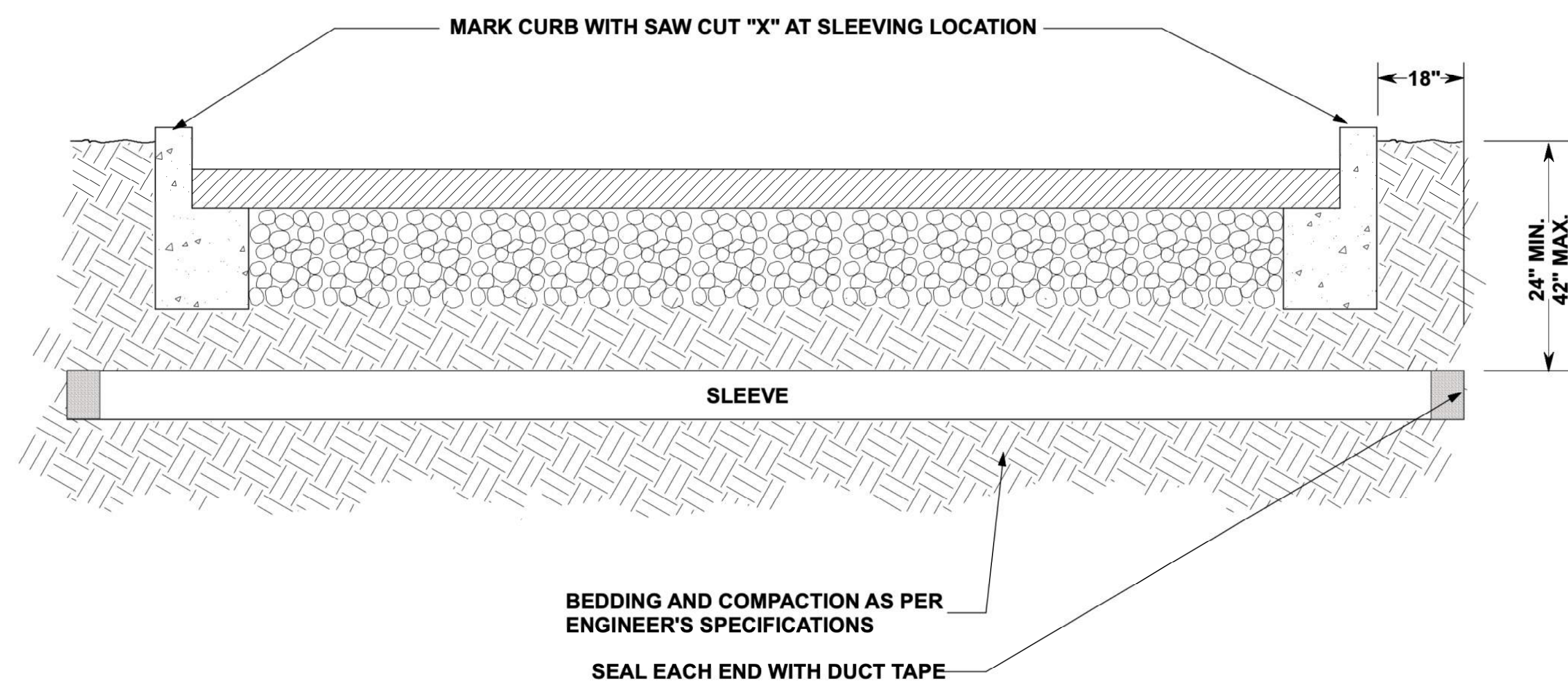
3 12" POP-UP SPRAY HEAD DETAIL

NOT TO SCALE



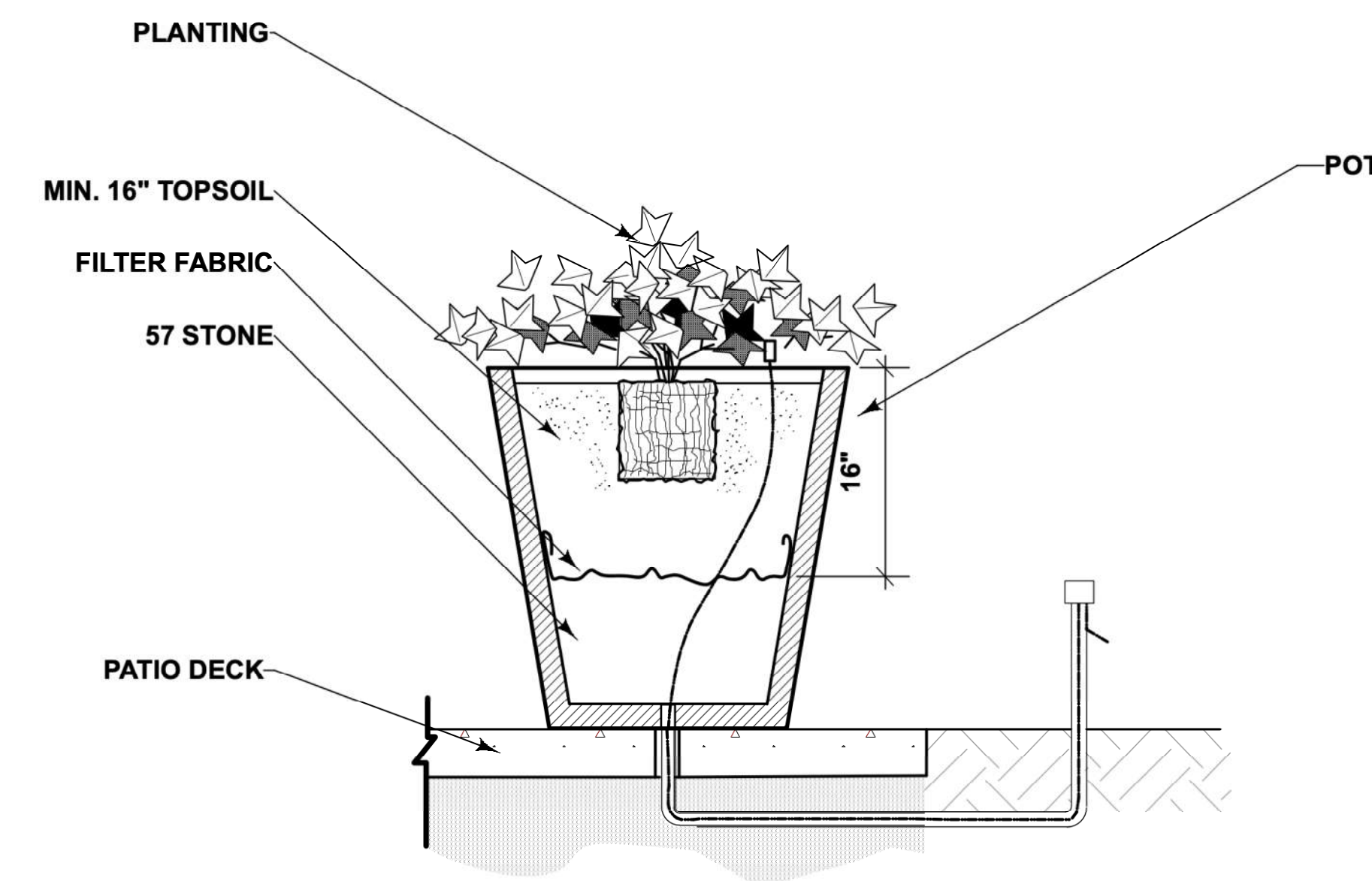
4 6" POP-UP SPRAY HEAD DETAIL

NOT TO SCALE



5 IRRIGATION SLEEVE DETAIL

NOT TO SCALE



6 PLANTING IN POT

NOT TO SCALE

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City of Port Orchard LDAP

Port Orchard, Washington

Revisions	
Project Manager	ELR
Date	October 21, 2022
Drawn By	ELR
Scale	As Indicated
Reviewed By	ELR
Sheet Title	Irrigation Details
Project ID	Ramsey
Sequence	6 of 6
SHEET NUMBER:	L6



City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366

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Agenda Staff Report

Agenda Item No.:	Business Item 7C	Meeting Date:	August 8, 2023
Subject:	Adoption of a Resolution Approving a Contract with JMG Constructors, Inc. for the McCormick Woods Well No. 11 Site Improvement Project	Prepared by:	Jacki Brown, Interim Public Works Director
		Atty Routing No:	366922-0009
		Atty Review Date:	August 2, 2023

Summary: The McCormick Woods-Well No. 11 Site Improvement Project (the “Project”) was identified as a priority task for the City of Port Orchard’s Public Works Department. Accordingly, on July 27, 2021, Port Orchard City Council accepted a Pre-Construction loan to begin design of the Project, from the Drinking Water State Revolving Fund (DWSRF), as managed by the Washington State Department of Health, Office of Drinking Water. On April 26, 2022, the Port Orchard City Council adopted Ordinance No. 012-22, approving a contract (C058-22) and accepting a Drinking Water State Revolving Fund (DWSRF) Construction Loan managed by the DOH, in the amount \$8,080,000 (Loan Fee included), for the continuation of the design and the construction of the multi-phased McCormick Woods-Well No. 11 Site Improvement Project. The City Council authorized a design consultant to prepare the design for the Project.

Pursuant to Resolution No. 036-22, Section 5 Bid Procedures, the City’s Public Works Department, working in coordination with the City’s design consultant, prepared an Invitation to Bid (ITB) for the Project. The ITB was published in the Kitsap Sun and Daily Journal of Commerce on June 16, 2023, and June 23, 2023, and on June 16, 2023, the bid documents were uploaded to the Washington Builder’s Exchange and the City’s Webpage. On July 25, 2023, by the 10:30 am bid deadline, the City Clerk received four (4) sealed bids. After confirming that there were no objections made and that there were no challenges to the public opening process, the sealed bids were opened and read aloud by the City Clerk. The City Clerk then prepared a Bid Tabulation form, and the Public Works Department prepared a Bid Evaluation form (including applicable taxes, labor, equipment, material, and fees), resulting in the initial determination that JMG Constructors, LLC, was the lowest qualified, responsible, and responsive bid. The final bid amounts were as follows:

<i>Name of Contractor</i>	<i>Bid Total</i>
Award Construction, Inc.	\$6,525,428.67
JMG Constructors, LLC	\$5,996,532.46
Pacific Civil & Infrastructure, Inc.	\$6,046,940.53
Prospect Construction, Inc.	\$7,656,541.51

On July 26, 2023, the City's Public Works Department Staff completed the MRSC Mandatory Bidder Responsibility Checklist and confirmed that JMG Constructors, LLC's bid was a qualified, responsible, and responsive bid. The Public Works Department also reviewed all materials and confirmed that the bidding requirements for this public work have been followed.

Recommendation: Staff recommends that the City Council adopt a Resolution Authorizing the Mayor to execute a contract with JMG Constructors, LLC for the McCormick Woods-Well No. 11 Site Improvement Project for the in the amount of \$5,996,532.46 (applicable tax included).

Relationship to Comprehensive Plan: Chapter 7: Utilities

Motion for Consideration: I move to adopt a Resolution authorizing the Mayor to execute a contract in a form acceptable to the City Attorney with JMG Constructors, LLC for the McCormick Woods-Well No. 11 Site Improvement Project for the in the amount of \$5,996,532.46 (applicable tax included).

Fiscal Impact: Currently there is funding in the amount of 8.6M available for the Well 11 project. This is comprised of the Drinking Water State Revolving Fund (DWSRF) Construction Loan and other local funding. This project is included in the 2023-2024 Budget. (413.05.594.34.60)

Alternatives: Do not approve and provide further guidance

Attachments: Resolution, Contract

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AWARDDING A CONTRACT, FOR THE MCCORMICK WOODS-WELL NO. 11 SITE IMPROVEMENT PROJECT TO JMG CONSTRUCTORS, AND DOCUMENTING PROCUREMENT PROCEDURES.

WHEREAS, the McCormick Woods-Well No. 11 Site Improvement Project (the “Project”) has been identified as a priority task for the City of Port Orchard’s Public Works Department; and

WHEREAS, on July 27, 2021, Port Orchard City Council accepted a Pre-Construction loan to begin design of the Project from the Drinking Water State Revolving Fund (DWSRF), as managed by the Washington State Department of Health (DOH), Office of Drinking Water; and

WHEREAS, on April 26, 2022, the Port Orchard City Council adopted Ordinance No. 012-22, approving a contract (C058-22) and accepting a Drinking Water State Revolving Fund (DWSRF) Construction Loan managed by the DOH, in the amount \$8,080,000 (loan fee included), for the continuation of the design and the construction of the multi-phased Project; and

WHEREAS, pursuant to the City’s Procurement Policies and Procedures, Resolution No. 036-22, as amended, at Section 5 Bid Procedures, the City’s Public Works Department, in coordination with the City’s design consultant, prepared an Invitation to Bid (ITB) for this Project; and

WHEREAS, the City advertised the ITB in the Kitsap Sun and Daily Journal of Commerce on June 16, 2023, and June 23, 2023, and on June 16, 2023, the ITB and associated bid documents were uploaded to the Washington Builder’s Exchange and the City’s Webpage; and

WHEREAS, on July 25, 2023, by the 10:30 am bid deadline, the City Clerk received four (4) sealed bids; and

WHEREAS, after confirming that there were no objections made and that there were no challenges to the public opening process, the sealed bids were opened and read aloud by the City Clerk; and

WHEREAS, the City Clerk prepared a Bid Tabulation form, and the Public Works Department prepared a Bid Evaluation form, resulting in an initial determination that JMG Constructors, LLC, provided the presumed lowest qualified, responsible, and responsive bid; and

WHEREAS, on July 26, 2023, the City’s Public Works Department completed the MRSC Mandatory Bidder Responsibility Checklist for JMG Constructors, LLC, and confirmed that JMG

Constructors, LLC submitted the lowest qualified, responsible, and responsive Bid, and further confirmed that all applicable bidding procedures were followed for this Project; and

WHEREAS, the Port Orchard City Council, at the 2015 recommendation of the State Auditor's Office, wishes to document their selection/procurement process as described above for this particular contract by Resolution; now, therefore,

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

THAT: It is the intent of the Port Orchard City Council that the recitals set forth above are hereby adopted and incorporated as findings in support of this Resolution.

THAT: The City Council authorizes the Mayor to execute a contract in a form that is acceptable to the City Attorney with JMG Constructors, LLC for the McCormick Woods-Well No 11 Site improvement Project. The Mayor is authorized to take all actions necessary consistent with this authorization to effectuate this approval.

THAT: The Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage on this 8th day of August 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

CONTRACT

**CITY OF PORT ORCHARD
MCCORMICK WOODS – WELL NO. 11 SITE IMPROVEMENT PROJECT
PUBLIC WORKS PROJECT NO PW2023-010
CONTRACT NO. 063-23**

THIS CONTRACT ("Contract") is made and entered into this 8th day of August, 2023, by and between the City of Port Orchard, a municipality incorporated and existing under the laws of the State of Washington, hereinafter called the "City," and **JMG Constructors, LLC** hereinafter called the "Contractor."

WITNESSETH:

I. General Provisions.

A. Description of Work.

The Contractor, in consideration of the covenants, agreements and payments to be performed and made by the City, hereby covenants and agrees to furnish all labor, tools, materials, equipment and supplies required for, and to execute, construct and finish in full compliance with the Contract Documents, **McCormick Woods – Well No. 11 Site Improvement Project**. The Contractor further agrees to perform all such work for the Contract Price stated in the Contractor's Bid Proposal dated July 25, 2023, attached hereto and incorporated herein by this reference as if set forth in full. Contractor further represents that the services furnished under this Agreement will be performed in accordance with and as described in the attached plans and specifications and with the Port Orchard Municipal Code, the City's Public Works Standards, which includes (but is not limited to) the 2021 edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (which shall apply except where noted otherwise). All of these standards are by this reference incorporated herein and made a part hereof. Contractor further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time such services are performed.

The Contract Documents include:

Exhibit A -a confirmed copy of the Proposal made by the Contractor on July 25, 2023, together with the Instructions to Bidders.

Exhibit B – The Project Manual for the **MCCORMICK WOODS – WELL NO. 11 SITE IMPROVEMENT PROJECT**.

Exhibit C – Retainage Options

All Exhibits to this Contract are by this reference incorporated herein and made a part hereof as if set forth in full.

B. Time of Completion.

Time is of the essence of this Contract. It is agreed that the work covered by this Contract shall start within 14 calendar days after Notice to Proceed is issued and that all construction shall be complete within **350 working days** after the Notice to Proceed Date.

C. Liquidated Damages.

It is further agreed that the City will suffer damage and be put to additional expense in the event that the Contractor shall not have the specified portions of the work completed in all its parts in the time specified, and as it may be difficult to accurately compute the amount of such damage, the Contractor expressly covenants and agrees to pay to the City liquidated damages, the sum as calculated by the equation shown in Section 1-08.9 of the WSDOT Standard Specifications, for each and every working day said work is not complete beyond the time shown in the Proposal.

II. Non-Discrimination.

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to compliance with the following Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Title VI of the Civil Rights Act of 1964

The City of Port Orchard, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 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, must affirmatively ensure that its contracts comply with these regulations.

Also, in accordance with Title VI, the City is required to include the following clauses in every contract subject to Title VI and its related regulations.

Therefore, during the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during this Contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as

set forth herein, including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, **including** procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the Non-discrimination provisions of this Contract, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding payments to the Contractor under the Contract until the Contractor complies; and/or
 2. cancelling, terminating, or suspending the Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

III. Public Records Act Chapter 42.56 RCW

Contractor understands that their bid response documents, and any contract documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose such documents upon a request. Contractor acknowledges that they have been advised to mark any records believed to be trade secrets or confidential in nature as “confidential.” If records marked as “confidential” are found to be responsive to the request for records, the City as a courtesy to the Contractor, may elect to give notice to Contractor of the request so as to allow Contractor to seek a protective order from a Court. Contractor acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

IV. Termination

The City may terminate this contract for cause or for convenience.

1. **Termination for Cause.** The City may, upon 7 days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for cause upon the occurrence of any one or more of the following events: Contractor fails to complete the work or any portion thereof with sufficient diligence to ensure substantial completion of the work within the contract time; Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; Contractor fails in a material way to replace or correct work not in conformance with the Contract Documents, Contractor repeatedly fails to supply skilled workers or proper materials or equipment; Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or Contractor is otherwise in material breach of any provision of the contract. Upon termination, the City may, at its option, take possession of or use all documents, materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the work, and finish the work by whatever other reasonable method it deems expedient.
2. **Termination for Convenience.** The City may, upon written notice, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for the convenience of the City.
3. **Settlement of Costs.** If the City terminates for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments.

V. Corporate Surety Bond

With this Contract, Contractor is furnishing a Corporate Surety Bond in the amount of

_____ Dollars (\$_____) with _____
as Surety, to ensure full compliance, execution and performance of this Contract by the Contractor in accordance with all its terms and provisions.

VI. Independent Contractor.

The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

VII. Employment of State Retirees.

The City is a “DRS-covered employer” which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Contractor’s employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Contractor is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Contractor shall determine whether any of its employees providing services to the City or any of the Contractor’s owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Contractor. Contractor shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys’ fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Contractor’s failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

VIII. Changes.

The City may issue a written change order for any change in the Contract work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the Notice provision section of this Agreement, within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section IX entitled, "Claims," below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

IX. Claims. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

A. Notice of Claim. Provide a signed written notice of claim that provides the following information:

1. The date of the Contractor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. Contractor's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

X. Limitation Of Actions.

CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

XI. Warranty.

Upon acceptance of the contract work, Contractor must provide the City a two-year warranty bond in the amount of twenty percent (20%) of the contract price a form and amount acceptable to the City. The Contractor shall correct all defects in workmanship and materials within two (2) years from the date of the City's acceptance of the Contract work, including replacing vegetation that fails to thrive. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) additional year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

XII. Indemnification.

Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Contractor's performance of this Agreement, except for that portion of the injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, 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, agents 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. The parties further acknowledge that they have mutually negotiated this waiver.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

XIII. Insurance.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with

the performance of the work hereunder by the Contractor, its agents, representative, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate and a \$3,000,000 products-completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

E. Waiver of Subrogation. The Contractor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extend covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

H. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request the City, the Contractor shall provide evidence of such insurance.

XIV. WORK PERFORMED AT CONTRACTOR'S RISK. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XV. Miscellaneous Provisions.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Kitsap County Superior Court, Kitsap County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Agreement.

C. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.

F. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

G. Compliance with Laws. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

H. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed.

CITY OF PORT ORCHARD

By: _____
Robert Putaansuu, Mayor

CONTRACTOR

By: _____
Title: _____
Address: _____

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte Archer, City Attorney

NOTICES TO BE SENT TO:

CONTRACTOR:

CITY

NAME _____

ADDRESS _____

TELEPHONE _____

Email _____

Name: Robert Putaansuu_

**216 Prospect Street,
Port Orchard, WA 98366**

TELEPHONE: 360 876-4407

Email: cityclerk@portorchardwa.gov

With a copy to the City Clerk at the same address

EXHIBIT C

5% RETAINAGE INVESTMENT OPTION¹

Contractor: _____

Project Name: **MCCORMICK WOODS – WELL NO. 11 SITE IMPROVEMENT PROJECT**

Date: _____ Project Number: **PW2023-010**

Pursuant to RCW 60.28.010, as amended, you may exercise an option as to how the 5% retainage under this contract will be invested. Please complete and sign this form indicating your preference. If you fail to do so you will miss the benefit of any interest earned. Select one of the following options:

☐

1. **Savings Account:** Money will be placed in an interest-bearing account. The interest will be paid to you directly, rather than kept on deposit. If this is your choice, then please complete attached *SAVINGS ACCOUNT AGREEMENT*. Please state the name of your bank.

Bank: _____

☐

2. **Escrow/Investments:** The City will deliver retainage checks to a selected bank, pursuant to an escrow agreement. The bank will then invest the funds in securities or bonds selected by you, and interest will be paid to you as it accrues. If this is your choice then please complete attached *ESCROW AGREEMENT*.

Preferred Bank: _____

Securities/Bonds: _____

☐

3. **Guarantee Deposit:** Retainage will be held by the City. No interest is payable to the Contractor

Retainage is normally released 45 days after final acceptance of the work or following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be longer, due to its seasonal nature. However, if this project is subject to grant funding, then the retainage may also be held until such time as the Contractor meets its obligations to the City to provide required information and documentation for compliance with the grant funding requirements.

State law allows for limited early release of retainage in certain circumstance.

Contractor's Signature

Title

¹ If the Contractor opts to post a retainage bond under RCW 60.28.011, such bond shall be in a form acceptable to the City, shall be with a surety with a minimum of A.M. Best financial strength rating of a minimum of A-.

SAVING ACCOUNT AGREEMENT

TO BANK: _____ SAVINGS ACCOUNT NO: _____

BANK'S ADDRESS: _____

AGENCY: CITY OF PORT ORCHARD
216 Prospect Street
Port Orchard WA 98366

CONTRACT NO: _____

PROJECT TITLE: _____

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF PORT ORCHARD, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be placed by you in an interest-bearing savings account.
2. When and as interest on the savings account accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the principal held by you pursuant to this agreement, except in accordance with written instruction from the AGENCY. Compliance with such instructions shall relieve you of any further liability related thereto.
4. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any moneys placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR, whereupon you shall be granted a first lien upon such moneys released and shall be entitled to reimburse yourself from such moneys for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the moneys held by you hereunder, or in the event that the conditions of this agreement are not promptly fulfilled, or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this agreement, or any modification

hereof, you shall be entitled to reasonable compensation for such extraordinary services from the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

5. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
6. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY. You are not a party to nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
7. The foregoing provisions shall be binding upon the assigns, successors, personal representative and heir of the Parties hereto.

Contractor

CITY OF PORT ORCHARD
Agency

BY: _____

BY: _____

Title: _____

Date: _____

Date: _____

Address: _____

The above savings account agreement and instruction received and accepted this _____ day of _____, 20____

Bank Name

Authorized Bank Officer

ESCROW AGREEMENT

TO BANK: _____ ESCROW NO.: _____

BANK'S ADDRESS: _____

AGENCY: _____
CITY OF PORT ORCHARD
216 Prospect Street
Port Orchard WA 98366

CONTRACT NO.: _____

PROJECT TITLE: **MCCORMICK WOODS – WELL NO. 11 SITE IMPROVEMENT PROJECT**

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF PORT ORCHARD, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the CONTRACTOR, bonds or other securities chosen by the CONTRACTOR and approved by the AGENCY. Attached is a list of such bonds, or other securities approved by the AGENCY. Other bonds or securities, except stocks may be selected by the CONTRACTOR, subject to express written approval of the AGENCY. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the AGENCY as provided in Paragraph 4 of this Escrow Agreement.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the AGENCY'S warrants) except in accordance with written instructions

from the AGENCY. Compliance with such instruction shall relieve you of any further liability related thereto.

4. In the event the AGENCY orders you to do so in writing, you shall within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other moneys held by you hereunder, to the AGENCY.
5. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

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

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

The foregoing provision shall be binding upon the assigns, successors, personal representative, and heir of the Parties hereto.

Contractor

CITY OF PORT ORCHARD
Agency

By: _____ By: _____
Title: _____
Date: _____ Date: _____
Address: _____

The above escrow agreement and instruction received and accepted this _____ day of _____, 20__.

Bank Name

Authorized Bank Officer

SECURITIES AUTHORIZED BY AGENCY

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

PERFORMANCE AND PAYMENT BOND

CITY OF PORT ORCHARD
MCCORMICK WOODS – WELL NO. 11 SITE IMPROVEMENT PROJECT
PUBLIC WORKS PROJECT NO. PW2023-010
Bond to City of Port Orchard, Washington
Bond No. _____

We, _____, and _____
(Principal) (Surety)

a _____ Corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Port Orchard, Washington ("Owner"), in the penal sum of _____ Dollars (\$_____), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Performance Bond is provided to secure the performance of Principal in connection with a contract dated _____, 20____, between Principal and Owner for a project entitled _____ ("Project") – Public Works Project No. _____ ("Contract"). The initial penal sum shall equal 100 percent of the Total Bid Price, including all applicable state sales tax, as specified in the Proposal submitted by Principal.

NOW, THEREFORE, this Performance and Payment Bond shall be satisfied and released only upon the condition that Principal:

Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;

Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material-persons, and all other persons or agents who supply labor, equipment, or materials to the Project;

Pays the taxes, increases and penalties incurred on the Project under Titles 50, 51 and 82 RCW on: (A) Projects referred to in RCW 60.28.011(1)(b); and/or (B) Projects for which the bond is conditioned on the payment of such taxes, increases and penalties; and

Posts a two-year warranty/maintenance bond to secure the project. Such bond shall be in the amount of twenty percent (20%) of the project costs.

Provided, further that this bond shall remain in full force and effect until released in writing by the City at the request of the Surety or Principal.

The surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect loss resulting from the failure:

Of the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract, or

Of the Principal (or any subcontractor or lower tier subcontractor of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work.

The liability of Surety shall be limited to the penal sum of this Performance and Payment Bond.

No change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any way affect Surety's obligation on the Performance Bond. Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the Work, with the exception that Surety shall be notified if the Contract time is extended by more than twenty percent (20%).

If any modification or change increases the total amount to be paid under the Contract, Surety's obligation under this Performance and Payment Bond shall automatically increase in a like amount. Any such increase shall not exceed twenty-five percent (25%) of the original amount of the Performance and Payment Bond without the prior written consent of Surety.

This Performance and Payment Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in Kitsap County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this _____ day of _____, 20 ____.

_____ Principal	_____ Surety
_____ Signature of Authorized Official	_____ Signature of Authorized Official
_____ Printed Name and Title	By _____ Attorney in Fact (Attach Power of Attorney)

Name and address of local office of
Agent and/or Surety Company:

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

ACKNOWLEDGEMENT
Corporation, Partnership, or Individual

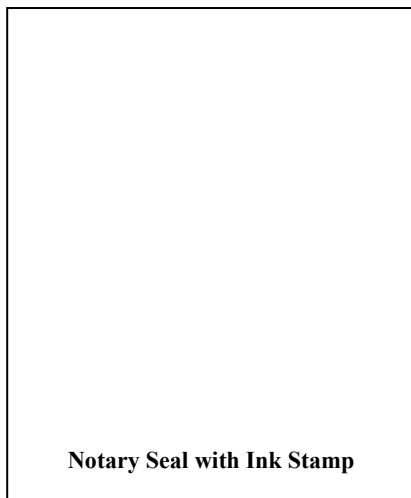
STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the (check one of the following boxes):

- ☐ _____ of _____, the
corporation,
- ☐ _____ of _____, the
partnership,
- ☐ individual,

that executed the foregoing instrument to be the free and voluntary act and deed of said ☐ corporation, ☐ partnership, ☐ individual for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Print or type name

NOTARY PUBLIC,
in and for the State of Washington

Residing at _____

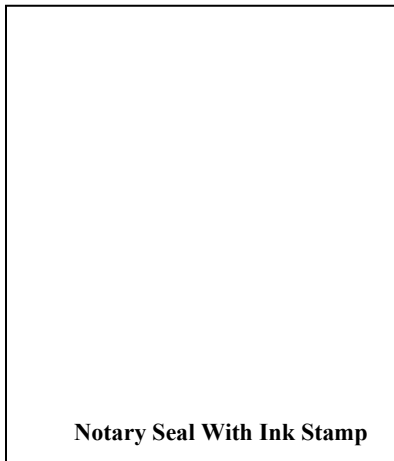
My Commission expires: _____

SURETY ACKNOWLEDGEMENT

STATE OF _____)
_____)ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Print or type name

NOTARY PUBLIC,
in and for the State of Washington
Residing _____
My Commission expires: _____

CITY OF PORT ORCHARD
MAINTENANCE/WARRANTY BOND

NOTE: This form must be completed at Contract Completion. Before the Performance Bond or the retainage can be released, the City must receive the two year Maintenance /Warranty Bond

Project #: PW-2023-010

Surety Bond #: _____

Date Posted: _____

Expiration Date: _____

RE: Project Name: **MCCORMICK WOODS – WELL NO. 11 SITE IMPROVEMENT PROJECT**

Owner/Developer/Contractor: _____

Project Address: _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____ (hereinafter called the "Principal"), and _____, a corporation organized under the laws of the State of _____, and authorized to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of Port Orchard, Washington, in the sum of _____ dollars (\$_____) 20% of the total contract amount, lawful money of the United States of America, for the payment of which sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has constructed and installed certain improvements on public property in connection with a project as described above within the City of Port Orchard; and

WHEREAS, the Principal is required to post a bond for the twenty-four (24) months following written and final acceptance of the project in order to provide security for the obligation of the Principal to repair and/or replace said improvements against defects in workmanship, materials or installation during the twenty-four (24) months after written and final approval/acceptance of the same by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to the City. It is understood and agreed that this obligation shall continue in effect until released in writing by the City, but only after the Principal has performed and satisfied the following conditions:

A. The work or improvements installed by the Principal and subject to the terms and conditions of this Bond are as follows: (insert complete description of work here)

B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or,

in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed and leave the same in as good condition or better as it was before commencement of the work.

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four (24) months from the date of approval/acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.

F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder.

G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this bond shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this bond shall be in Kitsap County Superior Court.

H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this ____ day of _____, 20__.

SURETY COMPANY
(Signature must be notarized)

DEVELOPER/OWNER
(Signature must be notarized)

By: _____
Its: _____

By: _____
Its: _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CHECK FOR ATTACHED NOTARY SIGNATURE

_____ Developer/Owner (Form P-1)

_____ Surety Company (Form P-2)

(Surety Company)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

PROPOSAL

**CITY OF PORT ORCHARD
MCCORMICK WOODS – WELL NO. 11 SITE IMPROVEMENT PROJECT
PUBLIC WORKS PROJECT NO. PW2023-010**

To: Mayor and City Council
City of Port Orchard, Washington

Contractor: JMG Constructors, LLC
State License No.: JMGCOCL885C1
Date: July 25th, 2023
Month/Day/Year

Bidder's Declaration and Understanding

The Bidder declares that they have carefully examined the Contract Documents for the construction of the project, that they have personally inspected the site, that they have satisfied themselves as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal. The Bidder further declares that they have exercised their own judgment regarding the interpretation, of subsurface information and has utilized all data, which they believe pertinent from City and other sources and has made such independent investigations as the Bidder deems necessary in arriving at their conclusions.

Bidder understands that any bid response documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose bid responses upon a request. Bidder acknowledges that they been advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Bidder may elect to give notice to Bidder of the request so as to allow Bidder to seek a protective order from a Court. Bidder acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

Contract Execution

The Bidder agrees that if this Proposal is accepted, they will, within fourteen (14) calendar days after Notice of Award, complete and sign the Contract in the form annexed hereto, and will at that time deliver to the City executed copies of the Performance Bond, Labor and Material Payment bond, the Certificate of Insurance, and other documentation required by the Contract Documents, and will, to the extent of their Proposal, furnish all machinery, tools, apparatus and other means of construction and do the work and furnish all the materials or services necessary to complete all work as specified or indicated in the Contract Documents.

Start of Construction and Contract Completion

The Bidder further agrees that within 14 calendar days of CONTRACT START DATE, they will meet with engineering personnel, and complete the construction within **350** working days of START DATE.

Lump Sum and Unit Price Work

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on lump sum and unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor, services, and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

If any material, item, or service required by the Contract Documents has not been mentioned specifically, the same shall be furnished and placed with the understanding that the full cost to the City has been merged with prices named in the proposal.

SCHEDULE OF CONTRACT PRICES
MCCORMICK WOODS WELL NO. 11 SITE IMPROVEMENT PROJECT

NOTE: Unit prices for all items and the total amount bid must be shown. The Project must be bid in its entirety, including all bid items as specifically listed in the Proposal, in order to be considered a responsive bid. Where conflict occurs between the unit price and the total amount named for any items, the unit price typed or printed and entered in ink shall prevail. The Contracting Agency reserves the right to award all work bid according to the lowest qualified responsive bid tendered, available funds, and as it best serves the interest of the Contracting Agency. All work awarded will be made to the same Contractor/bidder.

Item No.	Estimated Quantity	Description of Item/ Total Amount in Words	Unit Price	Total Amount
Base Bid				
1	Lump Sum	Mobilization, Bonds, Insurance, and Demobilization <u>Two Hundred Ninety Thousand</u> (Total Amount in Words) <u>Two Hundred Seventy Eight Dollars</u>	<u>\$ 290,278</u> Per Lump Sum	<u>\$ 290,278.00</u>
2	Lump Sum	Traffic Control <u>Fifteen Thousand Seven Hundred</u> (Total Amount in Words) <u>Twenty-Three Dollars</u>	<u>\$ 15,723</u> Per Lump Sum	<u>\$ 15,723.00</u>
3	Lump Sum	Surveying and Construction Staking <u>Fifteen Thousand Seven Hundred</u> (Total Amount in Words) <u>Twenty-Three Dollars</u>	<u>\$ 15,723</u> Per Lump Sum	<u>\$ 15,723.00</u>
4	Lump Sum	Erosion and Sedimentation Control <u>Fifteen Thousand One Hundred</u> (Total Amount in Words) <u>Eighteen Dollars</u>	<u>\$ 15,118</u> Per Lump Sum	<u>\$ 15,118.00</u>
5	Lump Sum	Sheeting, Shoring, and Bracing <u>Five Thousand Four Hundred</u> (Total Amount in Words) <u>Thirty-Three Dollars</u>	<u>\$ 5,433</u> Per Lump Sum	<u>\$ 5,433.00</u>
6	80	DI Pipe for Water Main, 8 In. Diam. <u>Seventeen Thousand Three Hundred</u> (Total Amount in Words) <u>Sixty Dollars</u>	<u>\$ 217.00</u> Per Lineal Foot	<u>\$ 17,360.00</u>
7	330	DI Pipe for Water Main, 10 In. Diam. <u>Seventy Nine Thousand Two</u> (Total Amount in Words) <u>Hundred Dollars</u>	<u>\$ 240.00</u> Per Lineal Foot	<u>\$ 79,200.00</u>
8	90	DI Pipe for Water Main, 12 In. Diam. <u>Twenty Seven Thousand Six Hundred</u> (Total Amount in Words) <u>Thirty Dollars</u>	<u>\$ 307.00</u> Per Lineal Foot	<u>\$ 27,630.00</u>
9	80	PVC Pipe for Drain, 4 In. Diam. <u>Six Thousand Six Hundred</u> (Total Amount in Words) <u>Forty Dollars</u>	<u>\$ 83.00</u> Per Lineal Foot	<u>\$ 6,640.00</u>
10	220	PVC Pipe for Drain, 10 In. Diam.		

Item No.	Estimated Quantity	Description of Item/ Total Amount in Words	Unit Price	Total Amount
		<u>Twenty Three Thousand Three</u> (Total Amount in Words) <u>Hundred Twenty Dollars</u>	<u>\$ 106.00</u> Per Lineal Foot	<u>\$ 23,320.00</u>
11	35	DI Pipe for Storm, 8 In. Diam.		
		<u>Four Thousand Three Hundred</u> (Total Amount in Words) <u>Forty Dollars</u>	<u>\$ 124.00</u> Per Lineal Foot	<u>\$ 4,340.00</u>
12	45	DI Pipe for Storm, 12 In. Diam.		
		<u>Six Thousand Nine Hundred</u> (Total Amount in Words) <u>Seventy-Five Dollars</u>	<u>\$ 155.00</u> Per Lineal Foot	<u>\$ 6,975.00</u>
13	600	PVC Pipe for Gravity Sewer, 8 In. Diam.		
		<u>One Hundred Twenty Thousand</u> (Total Amount in Words) <u>Dollars</u>	<u>\$ 200.00</u> Per Lineal Foot	<u>\$ 120,000.00</u>
14	Lump Sum	Piping, Fittings, Valves, and Appurtenances inside Pump Station Building		
		<u>Two Hundred Sixty one Thousand</u> (Total Amount in Words) <u>Six Hundred Fifty-Five Dollars</u>	<u>\$ 261,655</u> Per Lump Sum	<u>\$ 261,655.00</u>
15	4	48-inch Concrete Manholes		
		<u>Thirty Two Thousand Six Hundred</u> (Total Amount in Words) <u>Fifty Six Dollars</u>	<u>\$ 8,164</u> Per Each	<u>\$ 32,656.00</u>
16	1	60-inch Concrete Dechlorination Manhole		
		<u>Twenty Six Thousand one</u> (Total Amount in Words) <u>Hundred Nine Dollars</u>	<u>\$ 26,109</u> Per Each	<u>\$ 26,109.00</u>
17	Lump Sum	Pump Station Building		
		<u>one million Five Hundred Two</u> (Total Amount in Words) <u>Thousand Two Hundred Forty Eight Dollars</u>	<u>\$ 1,502,248</u> Per Lump Sum	<u>\$ 1,502,248.00</u>
18	1	Well No. 11 Pump		
		<u>Two Hundred Ninety Thousand</u> (Total Amount in Words) <u>Two Hundred Seventy Eight Dollars</u>	<u>\$ 290,278</u> Per Each	<u>\$ 290,278.00</u>
19	2	Booster Pumps		
		<u>Two Hundred Twenty One Thousand</u> (Total Amount in Words) <u>Eight Hundred Thirty Eight Dollars</u>	<u>\$ 110,919</u> Per Each	<u>\$ 221,838.00</u>
20	Lump Sum	Chlorination System		
		<u>One Hundred Seventy Nine</u> (Total Amount in Words) <u>Thousand Nine Hundred Three Dollars</u>	<u>\$ 179,903</u> Per Lump Sum	<u>\$ 179,903.00</u>
21	Lump Sum	Fluoridation System		
		<u>Fifty Five Thousand Three</u> (Total Amount in Words) <u>Hundred Sixteen Dollars</u>	<u>\$ 55,316</u> Per Lump Sum	<u>\$ 55,316.00</u>
22	Lump Sum	Water Sampling Station		

Item No.	Estimated Quantity	Description of Item/ Total Amount in Words	Unit Price	Total Amount
		<u>Twenty Three Thousand</u> (Total Amount in Words) <u>Five Hundred Fifty Five</u>	<u>\$23,555</u> Per Lump Sum	<u>\$ 23,555.00</u>
23	Lump Sum	Electrical and Instrumentation		
		<u>One million Seventy Six Thousand</u> (Total Amount in Words) <u>Sixty Five</u>	<u>\$1,076,065</u> Per Lump Sum	<u>\$ 1,076,065.00</u>
24	Lump Sum	Generator Set		
		<u>Two Hundred Fifty Thousand</u> (Total Amount in Words) <u>Two Hundred</u>	<u>\$250,262</u> Per Lump Sum	<u>\$ 250,262.00</u>
25	Lump Sum	Testing, Flushing, and Disinfection of <u>Sixty Two</u> Water Mains		
		<u>Twenty Six Thousand</u> <u>Two thousand Eighty one</u>	<u>\$ 26,281</u> Per Lump Sum	<u>\$ 26,281.00</u>
26	Lump Sum	Well Decommissioning, Abandoning Existing Pipe, and Site Demolition		
		<u>One Hundred Thirty Four Thousand</u> (Total Amount in Words) <u>Twenty one Dollars</u>	<u>\$134,021</u> Per Lump Sum	<u>\$ 134,021.00</u>
27	Lump Sum	Clearwell Rehabilitation		
		<u>Two Hundred Sixty Nine</u> (Total Amount in Words) <u>Thousand Three Hundred Ten</u>	<u>\$269,310</u> Per Lump Sum	<u>\$ 269,310.00</u>
28	350	Hot Mix Asphalt		
		<u>Eighty Five Thousand fifty</u> (Total Amount in Words) <u>Dollars</u>	<u>\$ 243.00</u> Per Ton	<u>\$ 85,050.00</u>
29	390	Crushed Surfacing Top Course		
		<u>Eighteen Thousand Seven</u> (Total Amount in Words) <u>Hundred Twenty</u>	<u>\$48.00</u> Per Ton	<u>\$ 18,720.00</u>
30	260	Crushed Surfacing Base Course		
		<u>Twelve Thousand Four Hundred</u> (Total Amount in Words) <u>Eighty</u>	<u>\$48.00</u> Per Ton	<u>\$ 12,480.00</u>
31	Lump Sum	Final Site Grading, Surface Restoration, and Site Clean-Up		
		<u>Ninety Three Thousand</u> (Total Amount in Words) <u>Six Hundred Thirteen</u>	<u>\$93,613</u> Per Lump Sum	<u>\$ 93,613.00</u>
32	Lump Sum	Bioswale		
		<u>One Hundred Fourteen Thousand</u> (Total Amount in Words) <u>Seven Hundred Six Dollars</u>	<u>\$114,706</u> Per Lump Sum	<u>\$ 114,706.00</u>

Item No.	Estimated Quantity	Description of Item/ Total Amount in Words	Unit Price	Total Amount
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33	Force Account	Minor Changes <u>One Hundred Thousand Dollars</u> (Total Amount in Words) <i>and no cents</i>	<u>\$100,000</u> Per Force Account	<u>\$ 100,000</u>
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34	1	8-inch Piping Vault <u>Forty Thousand Five Hundred</u> (Total Amount in Words)	<u>40,500</u> Per Each	<u>40,500.00</u>
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35	1	10-inch Valve Vault <u>Forty Four Thousand Dollars</u> (Total Amount in Words)	<u>44,000</u> Per Each	<u>44,000.00</u>
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Total Base Bid				<u>\$ 5,486,306.00</u>
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Tax 9.3%	<u>\$ 510,226.00</u>
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TOTAL BID	<u>\$ 5,996,532.00</u>
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SALES TAX

Retailing/Retail Sales Tax Rule WAC 458-20-170: Washington State Retail sales tax added as percent (%) in addition to contract bid price; sales tax shown as separate line item.

The undersigned Bidder hereby agrees to start construction on this project, if awarded, no later than fourteen (14) calendar days after Notice to Proceed and to complete the project within the time stipulated in the Contract. By signing below, Bidder acknowledges receipt of the following Addenda to the Bid Documents:


**CITY OF PORT ORCHARD
MCCORMICK WOODS – WELL NO. 1 SITE IMPROVEMENT PROJECT
PUBLIC WORKS PROJECT NO. 2023-010**

<u>1</u>	<u>06/26/2023</u>	<u>2</u>	<u>07/11/2023</u>
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt
<u>3</u>	<u>07/17/2023</u>	<u>4</u>	<u>07/19/2023</u>
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt
<u>5</u>	<u>07/21/2023</u>		

NOTE: Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and Owner reserves the right to determine whether the bid will be disqualified.

By signing below, Bidder certifies that they have reviewed the insurance provisions of the Bid Documents and will provide the required coverage.

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the Bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

<u>OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:</u>	
"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct."	
Signature: 	Date: <u>07/25/2023</u>
Printed Name and Title: <u>Ann Granlee - General Manager</u>	Location or Place Executed (City, State): <u>Poulsbo, WA</u>
Business Address: <u>P.O. Box 241</u> <u>Keyport, WA 98345</u>	Business Telephone: <u>(360) 731-7497</u>

NOTES: If the Bidder is a co-partnership, give firm name under which business is transacted; proposal must be executed by a partner. If the Bidder is a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign).

STATE OF Washington)
)ss.

COUNTY OF Kitsap)

I certify that I know or have satisfactory evidence that Ann Granlee signed this proposal, on oath stated that they are authorized to execute the proposal and acknowledged it as the General Manager (title) of JMG Constructors, LLC (name of party on behalf of whom proposal was executed) and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this proposal.

Dated this 25th day of July, 2023.

Lindsay Hiatt

Notary Public

Lindsay Hiatt

Printed Name

My Commission Expires:

01/20/2025





City of Port Orchard
216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.: Business Item 7D
Subject: Approval of Change Order No. 1 to Contract
No. 040-23 with Miles Resources, LLC for the
2023 Citywide Asphalt Repair Project

Meeting Date: August 8, 2023
Prepared by: Jacki Brown, Interim
Public Works Director
Atty Routing No: 366922-0009
Atty Review Date: August 2, 2023

Summary: The City needs to routinely repair asphalt on City streets. On May 9, 2023, following a procurement process consistent with state law and the City’s Procurement Policies adopted by Resolution 036-22, as amended, the City executed Contract No. C040-23 with Miles Resources, LLC for the 2023 City Wide Asphalt Repair Project (the “Project”). During the course of the Project, additional associated road work was identified as necessary, including additional pavement grinding, roadway markings and loops for the traffic light. This Change Order would increase the contract by \$93,135.22 for a contract total of \$960,764.82. There is funding in the 2023-2024 Biennial Budget to accommodate this Change Order.

Recommendation: Staff recommends the City Council authorize the Mayor to execute Change Order No.1 to Contract No. C040-23 with Miles Resources, LLC for the 2023 City Wide Asphalt Repair project to increase the contract by \$93,135.22 for a new contract total of \$960,764.82 (applicable taxes included).

Relationship to Comprehensive Plan: Chapter 8: Transportation

Motion for Consideration: I move to authorize the Mayor to execute Change Order No. 1 to Contract No. C040-23 with Miles Resources, LLC for the 2023 City Wide Asphalt Repair project and to add an amount of \$93,135.22 for a new contract total of \$960,764.82 (applicable taxes included) for the City Wide Asphalt Repair project.

Fiscal Impact: Road repairs are budgeted in the 2023-2024 Biennial Budget. (002.05.542.30.40).

Alternatives: Do not approve and provide further guidance

Attachments: Change Order No. 1
Courtesy Copy-Contract

CITY OF PORT ORCHARD

Change Order No. 1

Date: 7/26/23
Project: 2023 City Wide Asphalt Repair
Contract / Job # C040-23


Contractor: Miles Resources, LLC
400 Valley Ave NE
Puyallup, WA 98372

THIS CHANGE ORDER AUTHORIZES (add description).

Additional work to be completed at SW Sedgwick Rd. Miles Resources has provided a proposal for the 2" grind, 6" grind, pavement, roadway markings and loops for the WSDOT light. See proposal and cost summary sheet for details.

Contract History					
	Amount	Sales Tax	Total	Date	Appvd by
Original Contract	\$867,629.60	\$0.00	\$867,629.60	09-May-23	Council
Change Order #1	\$93,135.22	\$0.00	\$93,135.22	08-Aug-23	Council
Total Contract	\$93,135.22	\$0.00	\$960,764.82		

I have reviewed the Change Order information above and certify that to the best of my knowledge descriptions and costs are true and accurate.



Contractor Approval Signature

Jeff Williams - Project Manager

Printed Name & Title

Public Works Director

Printed Name

Change Orders that do not exceed 10%, with a maximum of \$50,000, of either legally authorized budget limit or contract amount established by City Council can be approved by the Public Works Director.

Change Orders that do not exceed 10%, with a maximum of \$100,000, of either legally authorized budget limit or contract amount established by City Council are to be approved by the Mayor.

Change Orders over \$100,000 or exceed a total of 10% require Council Action.

Approved:

Mayor

Attest:

City Clerk

Council Approval Date

CONTRACT

**CITY OF PORT ORCHARD
2023 CITY WIDE ASPHALT REPAIR
PROJECT NO. PW2023-003
CONTRACT NO. 040-23**

THIS CONTRACT ("Contract") is made and entered into this 9th day of May, 2023, by and between the City of Port Orchard, a municipality incorporated and existing under the laws of the State of Washington, hereinafter called the "City," and **Miles Resources, LLC**, hereinafter called the "Contractor."

WITNESSETH:

I. General Provisions.

A. Description of Work.

The Contractor, in consideration of the covenants, agreements and payments to be performed and made by the City, hereby covenants and agrees to furnish all labor, tools, materials, equipment and supplies required for, and to execute, construct and finish in full compliance with the Contract Documents, **2023 City Wide Asphalt Repair Project**. The Contractor further agrees to perform all such work for the Contract Price stated in the Contractor's Bid Proposal dated April 19, 2023, attached hereto and incorporated herein by this reference as if set forth in full. Contractor further represents that the services furnished under this Agreement will be performed in accordance with and as described in the attached plans and specifications and with the Port Orchard Municipal Code, the City's Public Works Standards, which includes (but is not limited to) the 2021 edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (which shall apply except where noted otherwise). All of these standards are by this reference incorporated herein and made a part hereof. Contractor further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time such services are performed.

The Contract Documents include:

Exhibit A -a confirmed copy of the Proposal made by the Contractor on April 19, 2023, together with the Instructions to Bidders.

Exhibit B – The Project Manual for the **2023 City Wide Asphalt Repair Project**.

Exhibit C – Retainage Options

All Exhibits to this Contract are by this reference incorporated herein and made a part hereof as if set forth in full.

B. Time of Completion.

Time is of the essence of this Contract. It is agreed that the work covered by this Contract shall start within 14 calendar days after Notice to Proceed is issued and that all construction shall be complete within **75 working days** after the Notice to Proceed Date.

C. Liquidated Damages.

It is further agreed that the City will suffer damage and be put to additional expense in the event that the Contractor shall not have the specified portions of the work completed in all its parts in the time specified, and as it may be difficult to accurately compute the amount of such damage, the Contractor expressly covenants and agrees to pay to the City liquidated damages, the sum as calculated by the equation shown in Section 1-08.9 of the WSDOT Standard Specifications, for each and every working day said work is not complete beyond the time shown in the Proposal.

II. Non-Discrimination.

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to compliance with the following Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Title VI of the Civil Rights Act of 1964

The City of Port Orchard, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 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, must affirmatively ensure that its contracts comply with these regulations.

Also, in accordance with Title VI, the City is required to include the following clauses in every contract subject to Title VI and its related regulations.

Therefore, during the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during this Contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including

procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, **including** procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the Non-discrimination provisions of this Contract, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding payments to the Contractor under the Contract until the Contractor complies; and/or
 2. cancelling, terminating, or suspending the Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

III. Public Records Act Chapter 42.56 RCW

Contractor understands that her/his bid response documents, and any contract documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose such documents upon a request. Contractor acknowledges that s/he has been advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Contractor, may elect to give notice to Contractor of the request so as to allow Contractor to seek a protective order from a Court. Contractor acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

IV. Termination

The City may terminate this contract for cause or for convenience.

1. **Termination for Cause.** The City may, upon 7 days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for cause upon the occurrence of any one or more of the following events: Contractor fails to complete the work or any portion thereof with sufficient diligence to ensure substantial completion of the work within the contract time; Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; Contractor fails in a material way to replace or correct work not in conformance with the Contract Documents, Contractor repeatedly fails to supply skilled workers or proper materials or equipment; Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or Contractor is otherwise in material breach of any provision of the contract. Upon termination, the City may, at its option, take possession of or use all documents, materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the work, and finish the work by whatever other reasonable method it deems expedient.
2. **Termination for Convenience.** The City may, upon written notice, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for the convenience of the City.
3. **Settlement of Costs.** If the City terminates for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages,

whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments.

V. Corporate Surety Bond

With this Contract, Contractor is furnishing a Corporate Surety Bond in the amount of

Eight Hundred Sixty Seven Thousand Six hundred twenty nine dollars and sixty cents Dollars (\$ 867,629.60) with Liberty Mutual Insurance Company as Surety, to ensure full compliance, execution and performance of this Contract by the Contractor in accordance with all its terms and provisions.

VI. Independent Contractor.

The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

VII. Employment of State Retirees.

The City is a "DRS-covered employer" which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Contractor's employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Contractor is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Contractor shall determine whether any of its employees providing services to the City or any of the Contractor's owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Contractor. Contractor shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys' fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Contractor's failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

VIII. Changes.

The City may issue a written change order for any change in the Contract work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the Notice provision section of this Agreement, within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section IX entitled, "Claims," below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

IX. Claims. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

A. **Notice of Claim.** Provide a signed written notice of claim that provides the following information:

1. The date of the Contractor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

B. **Records.** The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. **Contractor's Duty to Complete Protested Work.** In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.

D. **Failure to Protest Constitutes Waiver.** By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. **Failure to Follow Procedures Constitutes Waiver.** By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

X. Limitation Of Actions.

CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

XI. Warranty.

Upon acceptance of the contract work, Contractor must provide the City a two-year warranty bond in the amount of twenty percent (20%) of the contract price a form and amount acceptable to the City. The Contractor shall correct all defects in workmanship and materials within two (2) years from the date of the City's acceptance of the Contract work, including replacing vegetation that fails to thrive. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) additional year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

XII. Indemnification.

Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Contractor's performance of this Agreement, except for that portion of the injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, 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, agents 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. The parties further acknowledge that they have mutually negotiated this waiver.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

XIII. Insurance.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representative, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility

of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

E. Waiver of Subrogation. The Contractor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extend covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional

insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

H. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request the City, the Contractor shall provide evidence of such insurance.

XIV. WORK PERFORMED AT CONTRACTOR'S RISK.

Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XV. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Kitsap County Superior Court, Kitsap County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Agreement.

C. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the

addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

D. **Assignment.** Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

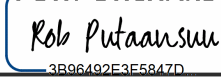
E. **Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.

F. **Entire Agreement.** The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

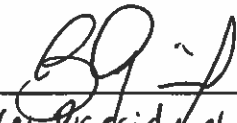
G. **Compliance with Laws.** The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

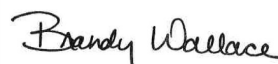
H. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed.

CITY OF PORT ORCHARD

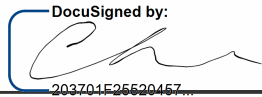
By: 
 3B96492E3E5847D
 Robert Putaansuu, Mayor

CONTRACTOR

By: 
 Title: Vice President
 Address: 400 Valley Ave NE
Puyallup, WA 98372

ATTEST: 
 Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

203701F25520457...

Charlotte Archer, City Attorney

NOTICES TO BE SENT TO:

CONTRACTOR:

NAME Anna Lear
ADDRESS 400 Valley Ave NE Puyallup, WA
TELEPHONE 253-383-3583 ext. 471
Email Anna.Lear@milesresources.com

CITY:

NAME: K. Chris Hammer, P.E., City Engineer
ADDRESS: 216 Prospect Street
TELEPHONE: (360) 876-4991
Email: publicworks@portorchardwa.gov

With a copy to the City Clerk at the same address

SAVING ACCOUNT AGREEMENT

TO BANK: _____ SAVINGS ACCOUNT NO: _____

BANK'S ADDRESS: _____

AGENCY: CITY OF PORT ORCHARD
216 Prospect Street
Port Orchard WA 98366

CONTRACT NO: _____

PROJECT TITLE: _____

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF PORT ORCHARD, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be placed by you in an interest-bearing savings account.
2. When and as interest on the savings account accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the principal held by you pursuant to this agreement, except in accordance with written instruction from the AGENCY. Compliance with such instructions shall relieve you of any further liability related thereto.
4. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any moneys placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR, whereupon you shall be granted a first lien upon such moneys released and shall be entitled to reimburse yourself from such moneys for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the moneys held by you hereunder, or in the event that the conditions of this agreement are not promptly fulfilled, or that you are required to render any service not provided for in these

instructions, or that there is any assignment of the interests of this agreement, or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

5. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
6. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY. You are not a party to nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
7. The foregoing provisions shall be binding upon the assigns, successors, personal representative and heir of the Parties hereto.

Contractor

CITY OF PORT ORCHARD
Agency

BY: _____

BY: _____

Title: _____

Date: _____

Date: _____

Address: _____

The above savings account agreement and instruction received and accepted this _____ day of _____, 20__

Bank Name

Authorized Bank Officer

ESCROW AGREEMENT

TO BANK: _____ ESCROW NO.: _____

BANK'S ADDRESS: _____

AGENCY: _____
CITY OF PORT ORCHARD
216 Prospect Street
Port Orchard WA 98366

CONTRACT NO.: _____

PROJECT TITLE: _____

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF PORT ORCHARD, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the CONTRACTOR, bonds or other securities chosen by the CONTRACTOR and approved by the AGENCY. Attached is a list of such bonds, or other securities approved by the AGENCY. Other bonds or securities, except stocks may be selected by the CONTRACTOR, subject to express written approval of the AGENCY. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the AGENCY as provided in Paragraph 4 of this Escrow Agreement.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities,

or the negotiation of the AGENCY'S warrants) except in accordance with written instructions from the AGENCY. Compliance with such instruction shall relieve you of any further liability related thereto.

4. In the event the AGENCY orders you to do so in writing, you shall within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other moneys held by you hereunder, to the AGENCY.
5. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

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

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

The foregoing provision shall be binding upon the assigns, successors, personal representative, and heir of the Parties hereto.

Contractor

CITY OF PORT ORCHARD
Agency

By: _____ By: _____
Title: _____
Date: _____ Date: _____
Address: _____

The above escrow agreement and instruction received and accepted this _____ day of _____, 20__.

Bank Name

Authorized Bank Officer

SECURITIES AUTHORIZED BY AGENCY

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

PERFORMANCE AND PAYMENT BOND

CITY OF PORT ORCHARD
 2023 CITY WIDE ASPHALT REPAIR PROJECT
 PW PROJECT NO. 2023-003
 Bond to City of Port Orchard, Washington
 Bond No. 023226228

We, Miles Resources, LLC, and Liberty Mutual Insurance Company
 (Principal) (Surety)

a Massachusetts Corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Port Orchard, Washington ("Owner"), in the penal sum of Eight Hundred Sixty-Seven Thousand Six Hundred Twenty-Nine and 60/100THS Dollars (\$ 867,629.60), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Performance Bond is provided to secure the performance of Principal in connection with a contract dated , 20 , between Principal and Owner for a project entitled 2023 City Wide Asphalt Repair Project ("Project") – Public Works Project No. 2023-003. The initial penal sum shall equal 100 percent of the Total Bid Price, including all applicable state sales tax, as specified in the Proposal submitted by Principal.

NOW, THEREFORE, this Performance and Payment Bond shall be satisfied and released only upon the condition that Principal:

Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;

Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material-persons, and all other persons or agents who supply labor, equipment, or materials to the Project;

Pays the taxes, increases and penalties incurred on the Project under Titles 50, 51 and 82 RCW on: (A) Projects referred to in RCW 60.28.011(1)(b); and/or (B) Projects for which the bond is conditioned on the payment of such taxes, increases and penalties; and

Posts a two-year warranty/maintenance bond to secure the project. Such bond shall be in the amount of twenty percent (20%) of the project costs.

Provided, further that this bond shall remain in full force and effect until released in writing by the City at the request of the Surety or Principal.

The surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect

loss resulting from the failure:

Of the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract, or

Of the Principal (or any subcontractor or lower tier subcontractor of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work.

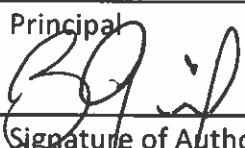
The liability of Surety shall be limited to the penal sum of this Performance and Payment Bond.

No change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any way affect Surety's obligation on the Performance Bond. Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the Work, with the exception that Surety shall be notified if the Contract time is extended by more than twenty percent (20%).

If any modification or change increases the total amount to be paid under the Contract, Surety's obligation under this Performance and Payment Bond shall automatically increase in a like amount. Any such increase shall not exceed twenty-five percent (25%) of the original amount of the Performance and Payment Bond without the prior written consent of Surety.


This Performance and Payment Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in Kitsap County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this 3rd day of May, 20 23.

Miles Resources, LLC
Principal


Signature of Authorized Official
Brad Griffith,
Vice President

Printed Name and Title

Liberty Mutual Insurance Company
Surety


Signature of Authorized Official
By Jamie L. Marques, Attorney-in-Fact

Attorney in Fact (Attach Power of Attorney)

Name and address of local office of
Agent and/or Surety Company:

Propel Insurance
1201 Pacific Ave, Suite 1000
Tacoma, WA 98402

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

ACKNOWLEDGEMENT
Corporation, Partnership, or Individual

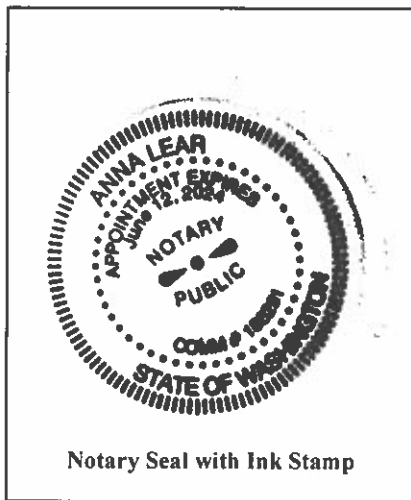
STATE OF WA)
COUNTY OF Pierce) ss.

On this 3rd day of May, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Brad Griffith, to me known to be the (check one of the following boxes):

- ☒ Vice President of Miles Resources, LLC, the corporation,
☐ _____ of _____, the partnership,
☐ individual,

that executed the foregoing instrument to be the free and voluntary act and deed of said ☒ corporation, ☐ partnership, ☐ individual for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Anna Lear
Print or type name

NOTARY PUBLIC,
in and for the State of Washington

Residing at Gig Harbor, WA

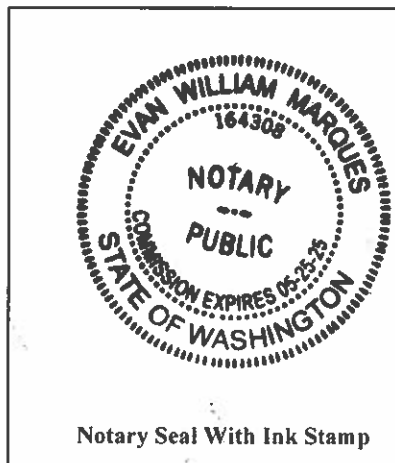
My Commission expires: 6/12/24

SURETY ACKNOWLEDGEMENT

STATE OF WASHINGTON)
)ss.
 COUNTY OF PIERCE)

On this 3rd day of May, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jamie L. Marques, to me known to be the Attorney-in-Fact of Liberty Mutual Insurance Company, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Evan William Marques
 Print or type name

NOTARY PUBLIC,
 in and for the State of Washington
 Residing Gig Harbor, WA
 My Commission expires: 05/25/2025



**Liberty
Mutual**
SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8207353-023049**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aliceon A. Keltner; Alyssa J. Lopez; Amber Lynn Reese; Amelia G. Burrill; Annelies M. Richie; Brandon K. Bush; Brent E. Heilesen; Carley Espiritu; Christopher Kinyon; Cynthia L. Jay; Dana Marie Brinkley; Diane M. Harding; Donald Shanklin, Jr.; Eric A. Zimmerman; Erica E. Mosley; Holli Albers; Jacob T. Haddock; James B. Binder; Jamie L. Marques; Julie R. Truitt; Justin Dean Price; Kari Michelle Motley; Katharine J. Snider; Lindsey Elaine Jorgensen; Lois F. Weathers; Michael Mansfield; Misti M. Webb; Sara Sophie Sellin; Tamara A. Ringeisen all of the city of Tacoma state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of February, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 17th day of February, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of May, 2023.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

**CITY OF PORT ORCHARD
MAINTENANCE/WARRANTY BOND**

Note: This form must be completed at Contract Completion. Before the Performance Bond (or the retainage when the performance bond is waived) can be released, the City must receive the two year Maintenance/Warranty Bond

Project #: _____

Contract #: _____

Surety Bond #: _____

Date Posted: _____

Expiration Date: _____

RE: Project Name: _____

Owner/Developer/Contractor: _____

Project Address: _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____ (hereinafter called the "Principal"), and _____, a corporation organized under the laws of the State of _____, and authorized to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of Port Orchard, Washington, in the sum of _____ dollars (\$_____) 20% of the total contract amount, lawful money of the United States of America, for the payment of which sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has constructed and installed certain improvements on public property in connection with a project as described above within the City of Port Orchard; and

WHEREAS, the Principal is required to post a bond for the twenty-four (24) months following written and final acceptance of the project in order to provide security for the obligation of the Principal to repair and/or replace said improvements against defects in workmanship, materials or installation during the twenty-four (24) months after written and final approval/acceptance of the same by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to the City. It is understood and agreed that this obligation shall continue in effect until released in writing by the City, but only after the Principal has performed and satisfied the following conditions:

A. The work or improvements installed by the Principal and subject to the terms and conditions of this Bond are as follows: (insert complete description of work here)

B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or,

in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed and leave the same in as good condition or better as it was before commencement of the work.

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four (24) months from the date of approval/acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.

F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder.

G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this bond shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this bond shall be in Kitsap County Superior Court.

H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this ____ day of _____, 20__.

SURETY COMPANY

(Signature must be notarized)

By: _____

Its: _____

Business Name: _____

Business Address: _____

City/State/Zip Code: _____

Telephone Number: _____

DEVELOPER/OWNER

(Signature must be notarized)

By: _____

Its: _____

Business Name: _____

Business Address: _____

City/State/Zip Code: _____

Telephone Number: _____

CHECK FOR ATTACHED NOTARY SIGNATURE

____ Developer/Owner (Form P-1)

____ Surety Company (Form P-2)

FORM P1-NOTARY BLOCK

(Developer/Owner)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____

My Commission expires: _____

FORM P2-NOTARY BLOCK

(Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

PROPOSAL

**CITY OF PORT ORCHARD
2023 CITY WIDE ASPHALT REPAIR
PROJECT NO. PW2023-003**

To: Mayor and City Council
City of Port Orchard, Washington

Contractor:

Miles Resources, LLC

State License No.:

MILESRL897RK

Date: 04/19/2023

Month/Day/Year

Bidder's Declaration and Understanding

The Bidder declares that s/he has carefully examined the Contract Documents for the construction of the project, that s/he has personally inspected the site, that s/he has satisfied her/himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal. The Bidder further declares that s/he has exercised her/his own judgment regarding the interpretation, of subsurface information and has utilized all data, which s/he believes pertinent from City and other sources and has made such independent investigations as the Bidder deems necessary in arriving at her/his conclusions.

Bidder understands that any bid response documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose bid responses upon a request. Bidder acknowledges that s/he has been advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Bidder may elect to give notice to Bidder of the request so as to allow Bidder to seek a protective order from a Court. Bidder acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

Contract Execution

The Bidder agrees that if this Proposal is accepted, s/he will, within fourteen (14) calendar days after Notice of Award, complete and sign the Contract in the form annexed hereto, and will at that time deliver to the City executed copies of the Performance Bond, Labor and Material Payment bond, the Certificate of Insurance, and other documentation required by the Contract Documents, and will, to the extent of her/his Proposal, furnish all machinery, tools, apparatus and other means of construction and do the work and furnish all the materials or services necessary to complete all work as specified or indicated in the Contract Documents.

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City of Port Orchard

2023 City Wide Asphalt Repair

PROJECT # PW2023-003

Start of Construction and Contract Completion

The Bidder further agrees that within 14 calendar days of CONTRACT START DATE, s/he will meet with engineering personnel and begin work no earlier than N/A, and complete the construction within **75** working days of START DATE.

Lump Sum and Unit Price Work

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on lump sum and unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor, services, and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

If any material, item, or service required by the Contract Documents has not been mentioned specifically, the same shall be furnished and placed with the understanding that the full cost to the City has been merged with prices named in the proposal.

SCHEDULE OF CONTRACT PRICES**2023 CITY WIDE ASPHALT REPAIR**

Project No. PW2023-003

NOTE: Unit prices for all items and the total amount bid must be shown. The Project must be bid in its entirety, including all bid items as specifically listed in the Proposal, in order to be considered a responsive bid. Where conflict occurs between the unit price and the total amount named for any items, the unit price typed or printed and entered in ink shall prevail. The Contracting Agency reserves the right to award all work bid according to the lowest qualified responsive bid tendered, available funds, and as it best serves the interest of the Contracting Agency. All work awarded will be made to the same Contractor/bidder.

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
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Schedule A- Base Bid/Old Clifton Overlay

1	CALC	STD (1-04)	Minor Changes	CALC \$5,000.00	\$ 5,000.00
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\$ Five Thousand Dollars

(Total Amount in Words)

2	Lump Sum	STD (1-09)	Mobilization	LS \$ 30,000.00	\$ 30,000.00
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\$ Thirty thousand dollars

(Total Amount in Words)

3	Lump Sum	STD (1-07)	SPCC Plan	LS \$ 750.00	\$ 750.00
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\$ Seven Hundred Fifty Dollars

(Total Amount in Words)

4	Lump Sum	STD (1-10)	Project Temporary Traffic Control	LS \$ 42,000.00	\$ 42,000.00
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\$ Forty two thousand dollars

(Total Amount in Words)

5	400 LF	SP (2-02)	Removing Asphalt Conc. Curb	LF \$ 10.00	\$ 4,000.00
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\$ Four Thousand dollars

(Total Amount in Words)

6	280 TN	STD (4-04)	Crushed Surfacing Base Course (Shoulder Ballasting)	TN \$ 74.00	\$ 20,720.00
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\$ Twenty thousand seven hundred twenty dollars

(Total Amount in Words)

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
7	2390 TN	STD (5-04)	HMA CL. 1/2" PG 58-22 (Overlay)	TN \$ 108.50	\$ 259,315.00
			\$ Two hundred fifty nine thousand three hundred fifteen dollars (Total Amount in Words)		
8	398 SY	SP (5-04)	HMA CL. 1/2" PG 58-22 (Roadway Reconstruction)	SY \$ 42.00	\$ 16,716.00
			\$ Sixteen thousand seven hundred sixteen dollars (Total Amount in Words)		
9	2000 SY	SP (5-04)	Planing Bituminous Pavement	SY \$ 6.50	\$ 13,000.00
			\$ Thirteen Thousand Dollars (Total Amount in Words)		
10	398 SY	STD (5-04)	Pavement Repair Incl. Haul	SY \$ 29.50	\$ 11,741.00
			\$ Eleven Thousand Seven Hundred Forty-One Dollars (Total Amount in Words)		
11	400 LF	SP (5-04)	4" HMA Wedge Curb	LF \$ 2.00	\$ 800.00
			\$ Eight hundred dollars (Total Amount in Words)		
12	1 FA	SP (5-04)	Crack Sealing	FA \$ 6,000.00	\$ 6,000.00
			\$ Six Thousand Dollars (Total Amount in Words)		
13	3 EA	STD (7-05)	Adjust Catch Basin	EA \$ 1,000.00	\$ 3,000.00
			\$ Three Thousand Dollars (Total Amount in Words)		
14	8 EA	STD (7-05)	Adjust Manhole	EA \$ 1,000.00	\$ 8,000.00
			\$ Eight Thousand Dollars (Total Amount in Words)		
15	1 EA	SP (7-12)	Adjust Valve Box	EA \$ 500.00	\$ 500.00
			\$ Five Hundred Dollars (Total Amount in Words)		

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City of Port Orchard

2023 City Wide Asphalt Repair

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Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
16	5 EA	STD (8-02)	Inlet Protection	EA \$110.00	\$ 550.00
<u>\$ Five Hundred Fifty Dollars</u> (Total Amount in Words)					
17	14700 LF	STD (8-22)	Paint Line	LF \$ 0.75	\$ 11,025.00
<u>\$ Eleven Thousand Twenty-Five Dollars</u> (Total Amount in Words)					
18	180 SF	STD (8-22)	Plastic Crosswalk Line (Type A Thermoplastic)	SF \$7.50	\$ 1,350.00
<u>\$ One Thousand Three Hundred Fifty Dollars</u> (Total Amount in Words)					
19	65 LF	STD (8-22)	Plastic Stop Line (Type A Thermoplastic)	LF \$11.50	\$ 747.50
<u>\$ Seven Hundred Forty Seven Dollars & Fifty Cents</u> (Total Amount in Words)					
20	17 EA	STD (8-22)	Plastic Traffic Arrow (Type A Thermoplastic)	EA \$260.00	\$ 4,420.00
<u>\$ Four Thousand Four Hundred Twenty Dollars</u> (Total Amount in Words)					
Schedule A- Total Base Bid/Old Clifton Overlay					\$ 439,634.50

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
Schedule B - Sidney Rd.					
101	CALC	STD (1-04)	Minor Changes	CALC \$2,500.00	\$ 2,500.00
<u>\$ Two Thousand Five Hundred Dollars</u> (Total Amount in Words)					
102	Lump Sum	STD (1-09)	Mobilization	LS \$ 7,500.00	\$ 7,500.00
<u>\$ Seven thousand five hundred dollars</u> (Total Amount in Words)					
103	Lump Sum	STD (1-10)	Project Temporary Traffic Control	LS \$ 17,600.00	\$ 17,600.00
<u>\$ Seventeen thousand six hundred dollars</u> (Total Amount in Words)					
104	852 SY	STD (5-04)	Pavement Repair Excavation Incl. Haul	SY \$32.50	\$ 27,690.00
<u>\$ Twenty Seven Thousand Six Hundred Ninety Dollars</u> (Total Amount in Words)					

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City of Port Orchard

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Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
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105	90 TN	SP (5-04)	Crushed Surfacing Base Course for Pavement Repair	TN \$ 90.00	\$ 8,100.00
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\$ Eight thousand one hundred dollars
(Total Amount in Words)

106	852 SY	SP (5-04)	HMA CL. 1/2" PG 58-22 (Roadway Reconstruction)	SY \$ 42.00	\$ 35,784.00
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\$ Thirty five thousand seven hundred eighty four dollars
(Total Amount in Words)

107	10510 LF	STD (5-04)	Crack Sealing	LF \$ 3.00	\$ 31,530.00
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\$ thirty one thousand five hundred thirty dollars
(Total Amount in Words)

108	3 EA	SP (7-12)	Adjust Valve Box	EA \$500.00	\$ 1,500.00
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\$ One Thousand Five Hundred Dollars
(Total Amount in Words)

109	1290 LF	STD (8-22)	Paint Line	LF \$0.75	\$ 967.50
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\$ Nine Hundred Sixty-Seven Dollars & Fifty Cents
(Total Amount in Words)

110	200 SF	STD (8-22)	Plastic Crosswalk Line (Type A Thermoplastic)	SF \$7.50	\$ 1,500.00
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\$ One Thousand Five Hundred Dollars
(Total Amount in Words)

111	40 LF	STD (8-22)	Plastic Stop Line (Type A Thermoplastic)	LF \$11.50	\$ 460.00
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\$ Four Hundred Sixty Dollars
(Total Amount in Words)

112	2 EA	STD (8-22)	Plastic Traffic Arrow (Type A Thermoplastic)	EA \$260.00	\$ 520.00
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\$ Five Hundred Twenty Dollars
(Total Amount in Words)

Total Schedule B- Sidney Rd.

\$ 135,651.50

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
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Schedule C - Bethel Rd.

201	CALC	STD (1-04)	Minor Changes	CALC \$2,500.00	\$ 2,500.00
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\$ Two Thousand Five Hundred Dollars
(Total Amount in Words)

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
202	Lump Sum	STD (1-09)	Mobilization	LS \$	\$
				16,000.00	16,000.00
			\$ Sixteen thousand dollars		
			(Total Amount in Words)		
203	Lump Sum	STD (1-10)	Project Temporary Traffic Control	LS \$	\$
				29,700.00	29,700.00
			\$ Twenty nine thousand seven hundred dollars		
			(Total Amount in Words)		
204	40 SY	STD (2-02)	Removing Cement Concrete Sidewalk	SY \$	\$
				300.00	12,000.00
			\$ Twelve thousand dollars		
			(Total Amount in Words)		
205	1550 SY	STD (5-04)	Pavement Repair Excavation Incl. Haul	SY \$ 29.50	\$ 45,725.00
			\$ Forty Five Thousand Seven Hundred Twenty-Five Dollars		
			(Total Amount in Words)		
206	160 TN	SP (5-04)	Crushed Surfacing Base Course for Pavement Repair	TN \$	\$
				90.00	14,400.00
			\$ Fourteen thousand four hundred dollars		
			(Total Amount in Words)		
207	1550 SY	SP (5-04)	HMA CL. 1/2" PG 58-22 (Roadway Reconstruction)	SY \$	\$
				42.00	65,100.00
			\$ Sixty five thousand one hundred dollars		
			(Total Amount in Words)		
208	750 LF	STD (5-04)	Crack Sealing	LF \$	\$
				3.00	2,250.00
			\$ Two thousand two hundred fifty dollars		
			(Total Amount in Words)		
209	3 EA	STD (7-05)	Adjust Manhole	EA \$ 1,000.00	\$ 3,000.00
			\$ Three Thousand Dollars		
			(Total Amount in Words)		
210	60 LF	STD (8-04)	Cement Concrete Pedestrian Curb	LF \$	\$
				50.00	3,000.00
			\$ Three thousand dollars		
			(Total Amount in Words)		
211	60 LF	STD (8-04)	Cement Concrete Traffic Curb and Gutter	LF \$	\$
				50.00	3,000.00
			\$ Three thousand dollars		
			(Total Amount in Words)		
212	2 EA	STD (8-14)	Cement Concrete Curb Ramp Type Parallel A	EA \$	\$
				3,500.00	7,000.00
			\$ Seven thousand dollars		
			(Total Amount in Words)		

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Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
213	35 SY	STD (8-14)	Cement Concrete Sidewalk	SY \$ <u>75.00</u>	\$ <u>2,625.00</u> <u>\$ Two thousand six hundred twenty five dollars</u> (Total Amount in Words)
214	630 LF	STD (8-22)	Paint Line	LF \$ <u>0.75</u>	\$ <u>472.50</u> <u>\$ Four Hundred Seventy-Two Dollars & Fifty Cents</u> (Total Amount in Words)
215	280 SF	STD (8-22)	Plastic Crosswalk Line (Type A Thermoplastic)	SF <u>7.50</u>	\$ <u>2,100.00</u> <u>\$ Two Thousand One Hundred Dollars</u> (Total Amount in Words)
216	40 LF	STD (8-22)	Plastic Stop Line (Type A Thermoplastic)	LF \$ <u>11.50</u>	\$ <u>460.00</u> <u>\$ Four Hundred Sixty Dollars</u> (Total Amount in Words)
217	4 EA	STD (8-22)	Plastic Traffic Arrow (Type A Thermoplastic)	EA \$ <u>260.00</u>	\$ <u>1,040.00</u> <u>\$ One Thousand Forty Dollars</u> (Total Amount in Words)

Total Schedule C- Bethel Rd.\$ 210,372.50

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
Schedule D - Shop Facility					
301	CALC	STD (1-04)	Minor Changes	CALC \$ <u>2,500.00</u>	\$ <u>2,500.00</u> <u>\$ Two Thousand Five Hundred Dollars</u> (Total Amount in Words)
302	Lump Sum	STD (1-09)	Mobilization	LS \$ <u>4,000.00</u>	\$ <u>4,000.00</u> <u>\$ Four thousand dollars</u> (Total Amount in Words)
303	240 TN	STD (5-04)	HMA CL. 1/2" PG 58-22 (Paved Lot) 4" Depth	TN \$ <u>140.00</u>	\$ <u>33,600.00</u> <u>\$ Thirtythree thousand six hundred dollars</u> (Total Amount in Words)

Sub Total Schedule D- Shop Facility\$ 40,100.00

Tax 9.3%

\$ 3,729.30**Total Schedule D- Shop Facility**\$ 43,829.30

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
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Schedule E - Decant Facility

401	CALC	STD (1-04)	Minor Changes	CALC \$2,500.00	\$ 2,500.00
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\$ Two Thousand Five Hundred Dollars

(Total Amount in Words)

402	Lump Sum	STD (1-09)	Mobilization	LS \$ 2,500.00	\$ 2,500.00
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\$ Two thousand five hundred dollars

(Total Amount in Words)

403	40 TN	STD (5-04)	HMA CL. 1/2" PG 58-22 (Paved Lot) 4" Depth	TN \$ 140.00	\$ 5,600.00
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\$ Five thousand six hundred dollars

(Total Amount in Words)

Sub Total Schedule E- Decant Facility

\$ 10,600.00

Tax 9.3%

\$ 985.80

Total Schedule E- Decant Facility

\$ 11,585.80

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
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Schedule F - Carl Pickle Dr.

501	CALC	STD (1-04)	Minor Changes	CALC \$2,500.00	\$ 2,500.00
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\$ Two Thousand Five Hundred Dollars

(Total Amount in Words)

502	Lump Sum	STD (1-09)	Mobilization	LS \$ 2,650.00	\$ 2,650.00
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\$ Two thousand six hundred fifty dollars

(Total Amount in Words)

503	Lump Sum	STD (1-10)	Project Temporary Traffic Control	LS \$ 7,500.00	\$ 7,500.00
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\$ Seven thousand Five hundred dollars

(Total Amount in Words)

504	88 SY	STD (5-04)	Pavement Repair Incl. Haul	SY \$100.00	\$ 8,800.00
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\$ Eight Thousand Eight Hundred Dollars

(Total Amount in Words)

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
505	10 TN	SP (5-04)	Crushed Surfacing Base Course for Pavement Repair	TN \$ 90.00	\$ 900.00
			\$ Nine hundred dollars	(Total Amount in Words)	
506	88 SY	SP (5-04)	HMA CL. 1/2" PG 58-22 (Roadway Reconstruction)	SY \$ 42.00	\$ 3,696.00
			\$ Three thousand six hundred ninety six dollars	(Total Amount in Words)	
507	130 LF	STD (5-04)	Crack Sealing	LF \$ 3.00	\$ 390.00
			\$ Three hundred ninety dollars	(Total Amount in Words)	
508	160 LF	STD (8-22)	Paint Line	LF \$ 0.75	\$ 120.00
			\$ One Hundred Twenty Dollars	(Total Amount in Words)	

Total Schedule F - Carl Pickle Dr.**\$ 26,556.00**

Schedule A - Base Bid/ Old Clifton Overlay Total	\$ 439,634.50
Schedule B - Sidney Rd. Total	\$ 135,651.50
Schedule C - Bethel Rd. Total	\$ 210,372.50
Schedule D - Shop Facility Total (Tax Included)	\$ 43,829.30
Schedule E - Decant Facility Total (Tax Included)	\$ 11,585.80
Schedule F - Carl Pickle Dr. Total	\$ 26,556.00
Schedule A Through F- Total	\$ 867,629.60

SALES TAX- Rule 171 (Schedules A, B, C, F)

In accordance with Section 1-07.2(1) State Sales Tax (DOR rule 171): Work performed on City, County, or Federally-owned land, **the Contractor shall include Washington State retail sales taxes in the various unit bid prices** or other amounts. These retail sales taxes shall include those the Contractor pays on purchases of materials, equipment, and supplies used or consumed in doing the work.

SALES TAX-Rule 170 (Schedules D and E)

Retailing/Retail Sales Tax rule WAC 458-20-170: Washington state retail sales tax added as percent (%) in addition to contract bid price; sales tax shown as separate line item.

The undersigned Bidder hereby agrees to start construction on this project, if awarded, no later than fourteen (14) calendar days after Notice to Proceed and to complete the project within the time stipulated in the Contract. By signing below, Bidder acknowledges receipt of the following Addenda to the Bid Documents:

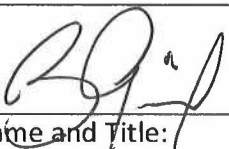
**CITY OF PORT ORCHARD
2023 CITY WIDE ASPHALT REPAIR
PROJECT NO. PW2023-003**

<u>1</u>	<u>4/3/2023</u>		
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt
<u>2</u>	<u>4/14/2023</u>		
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt

NOTE: *Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and Owner reserves the right to determine whether the bid will be disqualified.*

By signing below, Bidder certifies that s/he has reviewed the insurance provisions of the Bid Documents and will provide the required coverage.

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the Bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

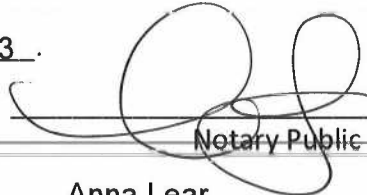
<u>OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:</u>	
"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct."	
Signature: 	Date: 4/19/2023
Printed Name and Title: Bradley Griffith Vice President / General Manager	Location or Place Executed (City, State): Puyallup, WA
Business Address: 400 Valley Ave NE Puyallup, WA 98372	Business Telephone: 253-383-3585

NOTES: If the Bidder is a co-partnership, give firm name under which business is transacted; proposal must be executed by a partner. If the Bidder is a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign).

STATE OF WA)
)ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Bradley Griffith signed this proposal, on oath stated that he/she was authorized to execute the proposal and acknowledged it as the Vice President / General Manager (title) of Miles Resources, LLC (name of party on behalf of whom proposal was executed) and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in this proposal.

Dated this 19th day of April, 2023.

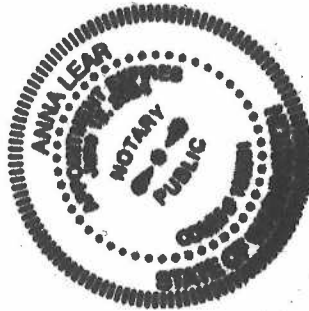


Notary Public

Anna Lear

Printed Name

My Commission Expires: 6/12/2024



APPENDIX A
CONTRACT PROVISIONS AND SPECIFICATIONS

Certificate Page

2023 Citywide Asphalt Repair Project

The civil engineering material and data contained in the Plans and Specifications were prepared under the supervision and direction of the undersigned, whose seal(s) as a registered professional engineer is/are affixed below.

Recommended for approval:


Project Coordinator/Inspector
Jeff Huffmyer

Approved:



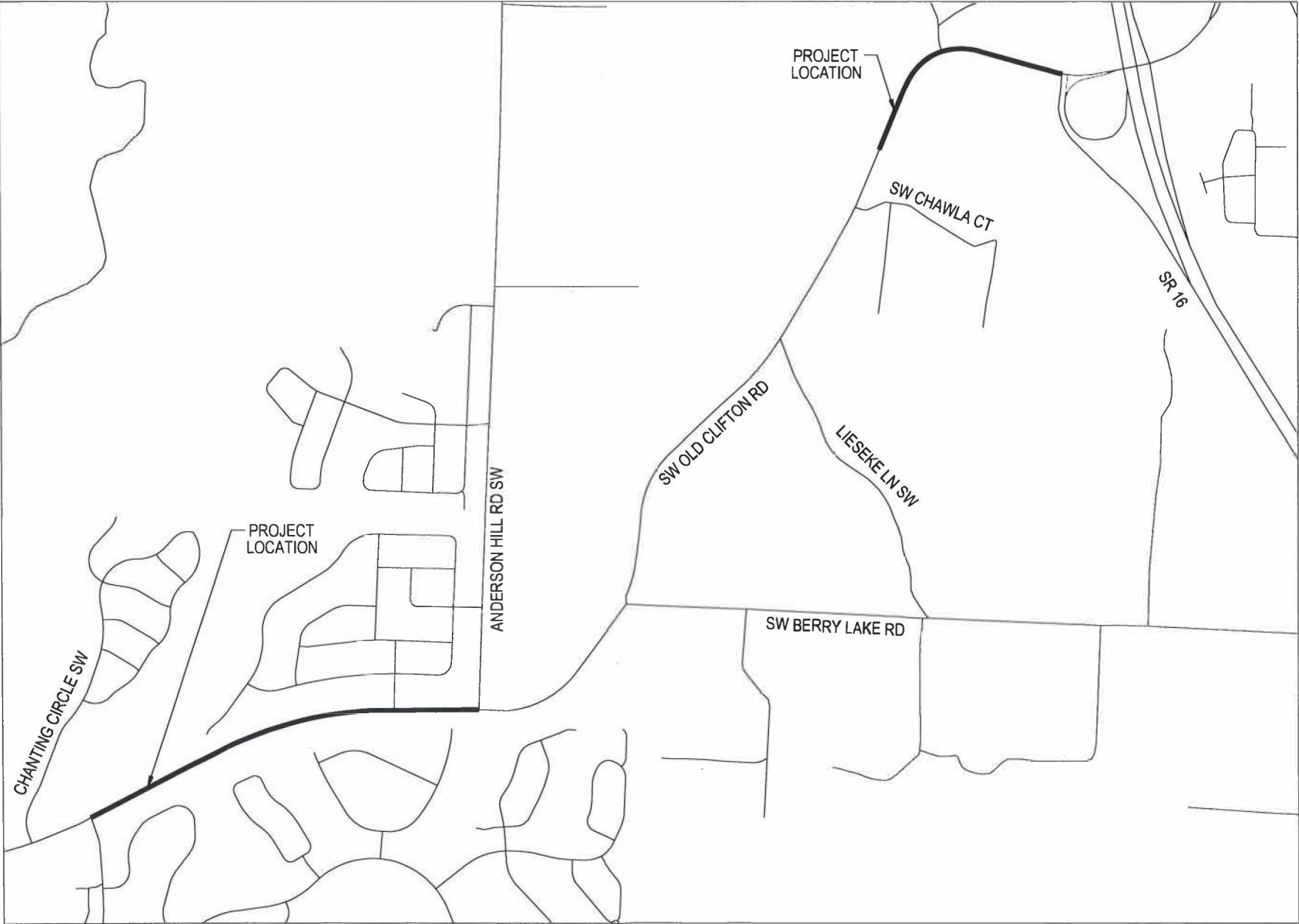
City Engineer
Kenneth C. Hammer, PE

2023 CITYWIDE ASPHALT REPAIR - OLD CLIFTON OVERLAY

CITY OF PORT ORCHARD PUBLIC WORKS DEPARTMENT

SHEET INDEX

SHEET TITLE	DRAWING #	SHEET #
COVER SHEET	CV1	1
PAVING PLAN	PV1-PV5	2-6



VICINITY MAP
N.T.S

APPROVED BY: _____ DATE _____
K. CHRIS HAMMER, P.E.
CITY ENGINEER
CITY OF PORT ORCHARD

APPROVED BY: _____ DATE _____
TONY LANG
PUBLIC WORKS DIRECTOR
CITY OF PORT ORCHARD



DESIGNED	CHECKED	REVIEWED
DATE	REVISION	TYPE
DATE	REVISION	TYPE

Engineer's Stamp

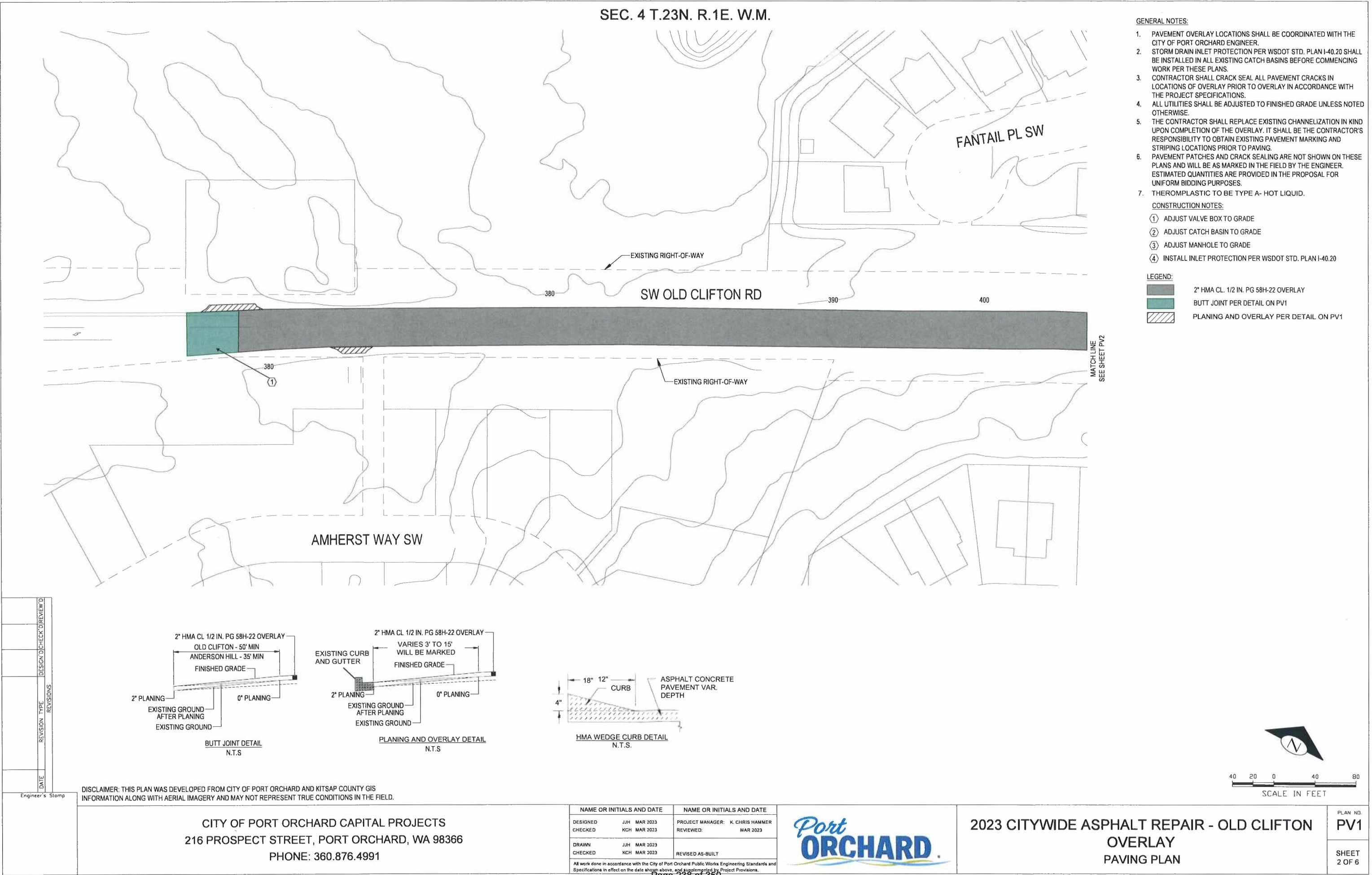
CITY OF PORT ORCHARD CAPITAL PROJECTS
216 PROSPECT STREET, PORT ORCHARD, WA 98366
PHONE: 360.876.4991

NAME OR INITIALS AND DATE			NAME OR INITIALS AND DATE		
DESIGNED	JJH	MAR 2023	PROJECT MANAGER	K. CHRIS HAMMER	
CHECKED	KCH	MAR 2023	REVIEWED		MAR 2023
DRAWN	JJH	MAR 2023	REVISED AS-BUILT		
CHECKED	KCH	MAR 2023			
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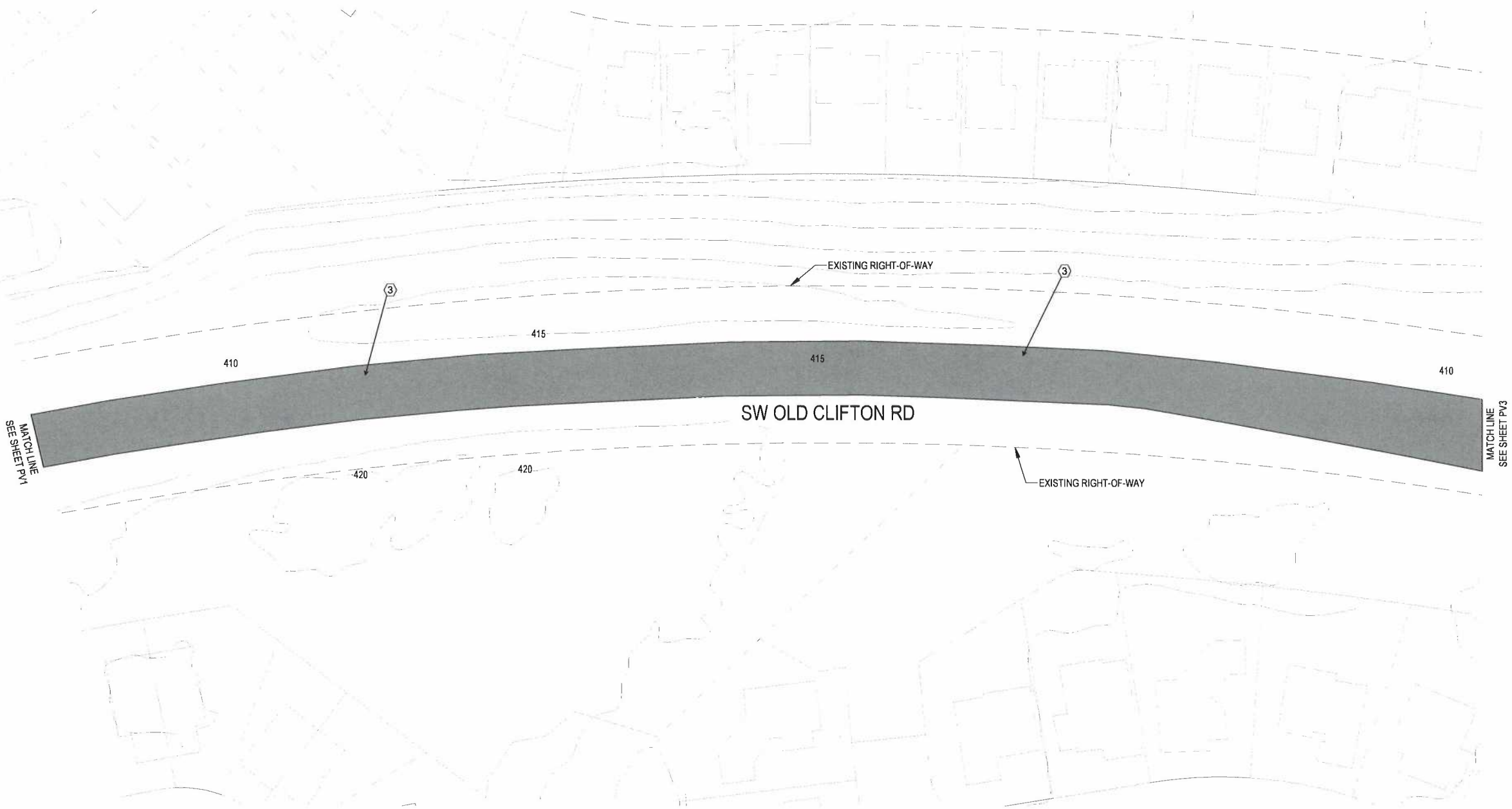


2023 CITYWIDE ASPHALT REPAIR - OLD CLIFTON
OVERLAY
COVER SHEET

PLAN NO.
CV1
SHEET
1 OF 6



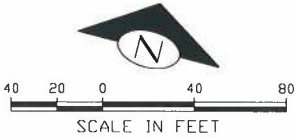
SEC. 4 T.23N. R.1E. W.M.



- GENERAL NOTES:**
- PAVEMENT OVERLAY LOCATIONS SHALL BE COORDINATED WITH THE CITY OF PORT ORCHARD ENGINEER.
 - STORM DRAIN INLET PROTECTION PER WSDOT STD. PLAN I-40.20 SHALL BE INSTALLED IN ALL EXISTING CATCH BASINS BEFORE COMMENCING WORK PER THESE PLANS.
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 - THE CONTRACTOR SHALL REPLACE EXISTING CHANNELIZATION IN KIND UPON COMPLETION OF THE OVERLAY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN EXISTING PAVEMENT MARKING AND STRIPING LOCATIONS PRIOR TO PAVING.
 - PAVEMENT PATCHES AND CRACK SEALING ARE NOT SHOWN ON THESE PLANS AND WILL BE AS MARKED IN THE FIELD BY THE ENGINEER. ESTIMATED QUANTITIES ARE PROVIDED IN THE PROPOSAL FOR UNIFORM BIDDING PURPOSES.
 - THEROMPLASTIC TO BE TYPE A- HOT LIQUID

- CONSTRUCTION NOTES:**
- ADJUST VALVE BOX TO GRADE
 - ADJUST CATCH BASIN TO GRADE
 - ADJUST MANHOLE TO GRADE
 - INSTALL INLET PROTECTION PER WSDOT STD. PLAN I-40.20

- LEGEND:**
- 2" HMA CL. 1/2 IN. PG 58H-22 OVERLAY
 - BUTT JOINT PER DETAIL ON PV1
 - PLANING AND OVERLAY PER DETAIL ON PV1



DATE	REVISION	TYPE	REVISIONS	DESIGNED	CHECKED	REVIEWED

DISCLAIMER: THIS PLAN WAS DEVELOPED FROM CITY OF PORT ORCHARD AND KITSAP COUNTY GIS INFORMATION ALONG WITH AERIAL IMAGERY AND MAY NOT REPRESENT TRUE CONDITIONS IN THE FIELD.

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CHECKED	KCH	MAR 2023			
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2023 CITYWIDE ASPHALT REPAIR - OLD CLIFTON
OVERLAY
PAVING PLAN

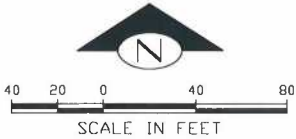
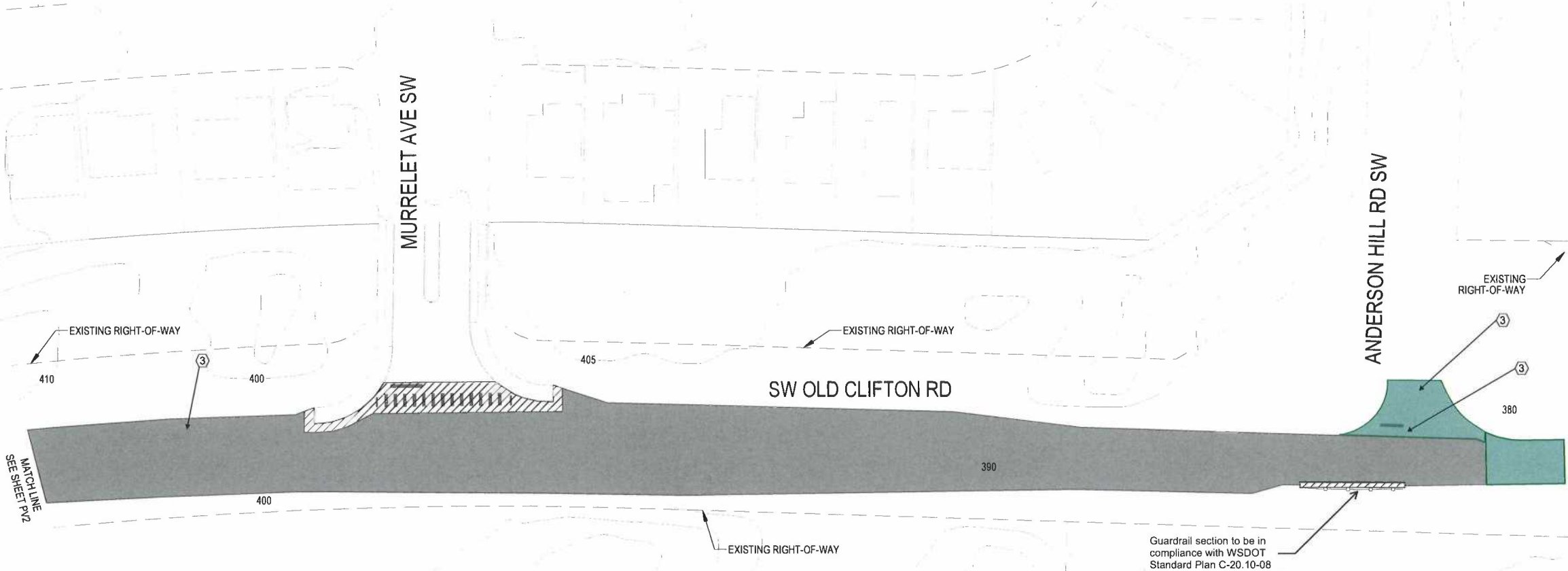
PLAN NO.
PV2

SHEET
3 OF 6

SEC. 4 T.23N. R.1E. W.M.

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 - 7. THEROMPLASTIC TO BE TYPE A- HOT LIQUID.
- CONSTRUCTION NOTES:
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 - BUTT JOINT PER DETAIL ON PV1
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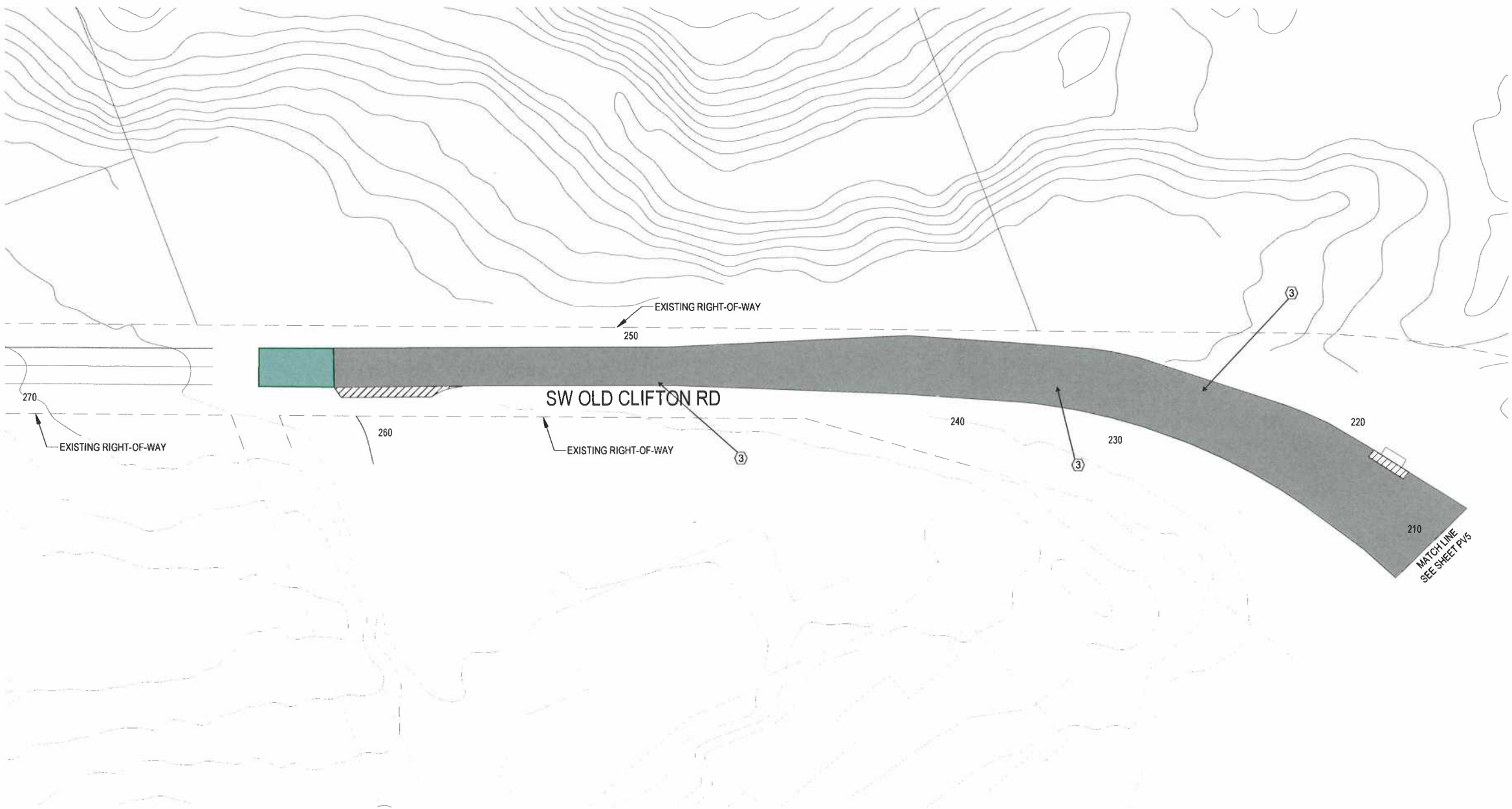
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2023 CITYWIDE ASPHALT REPAIR - OLD CLIFTON
OVERLAY
PAVING PLAN

PLAN NO.
PV3
SHEET
4 OF 6

SEC. 34 T.24N. R.1E. W.M.



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- CONSTRUCTION NOTES:**
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DATE	REVISION	TYPE	DESIGN	CHECK	REVIEW	D

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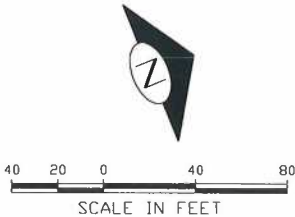
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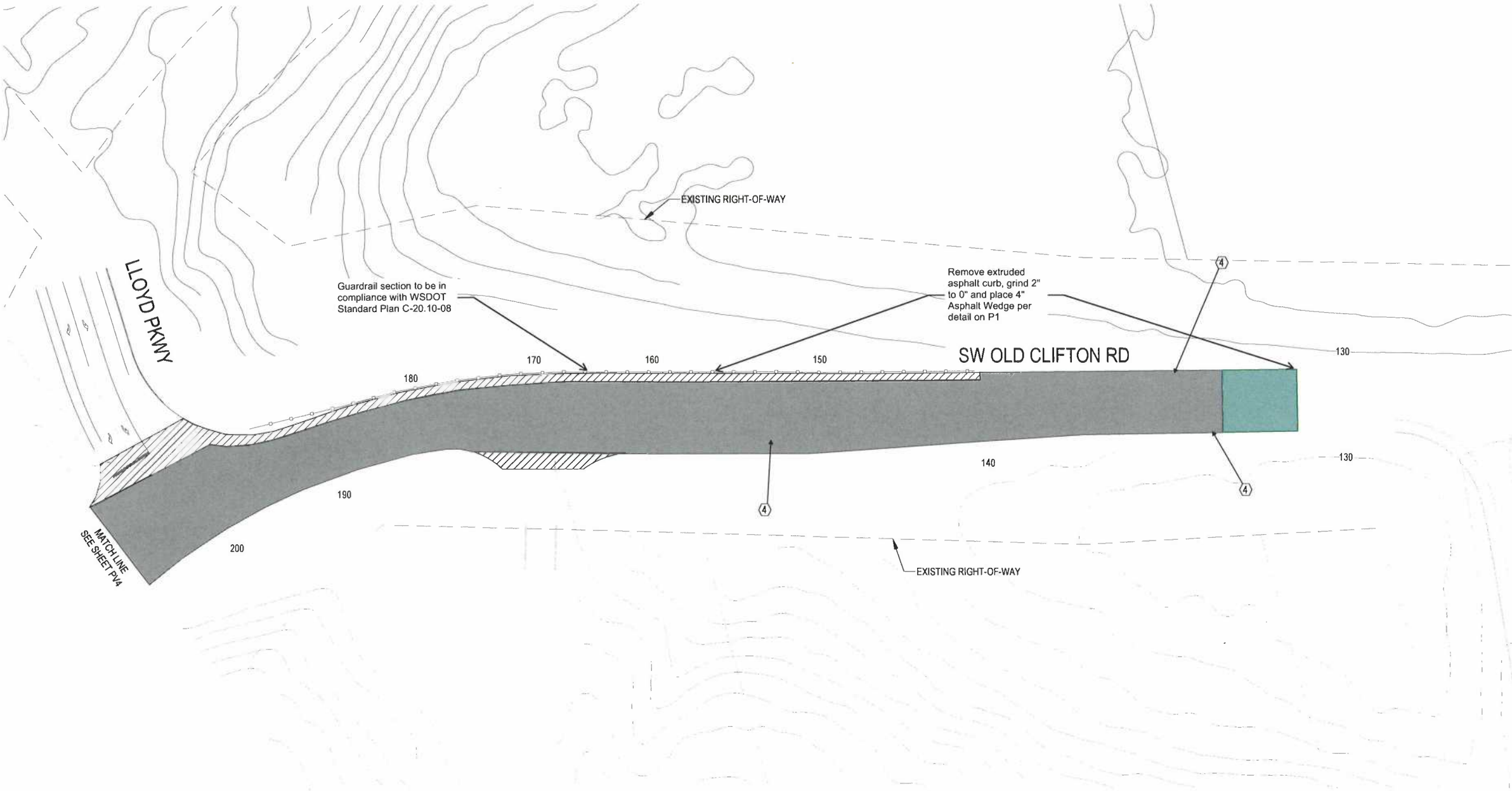


2023 CITYWIDE ASPHALT REPAIR - OLD CLIFTON
OVERLAY
PAVING PLAN

PLAN NO.
PV4
SHEET
5 OF 6



SEC. 34 T.24N. R.1E. W.M.



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DATE	REVISION	TYPE	REVISIONS	DESIGN	CHECK	REVIEW	D

Engineer's Stamp

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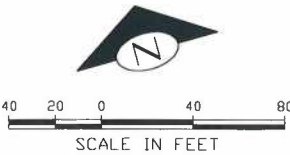
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2023 CITYWIDE ASPHALT REPAIR - OLD CLIFTON
OVERLAY
PAVING PLAN

PLAN NO.
PV5
SHEET
6 OF 6



GRIND AND PAVE SECTION

INSTALL INLET PROTECTION PER WSDOT STD PLAN I-40.20

REMOVE EXISTING CURB AND GUTTER (INCL. IN ROADWAY EXCAVATION INCL. HAUL)

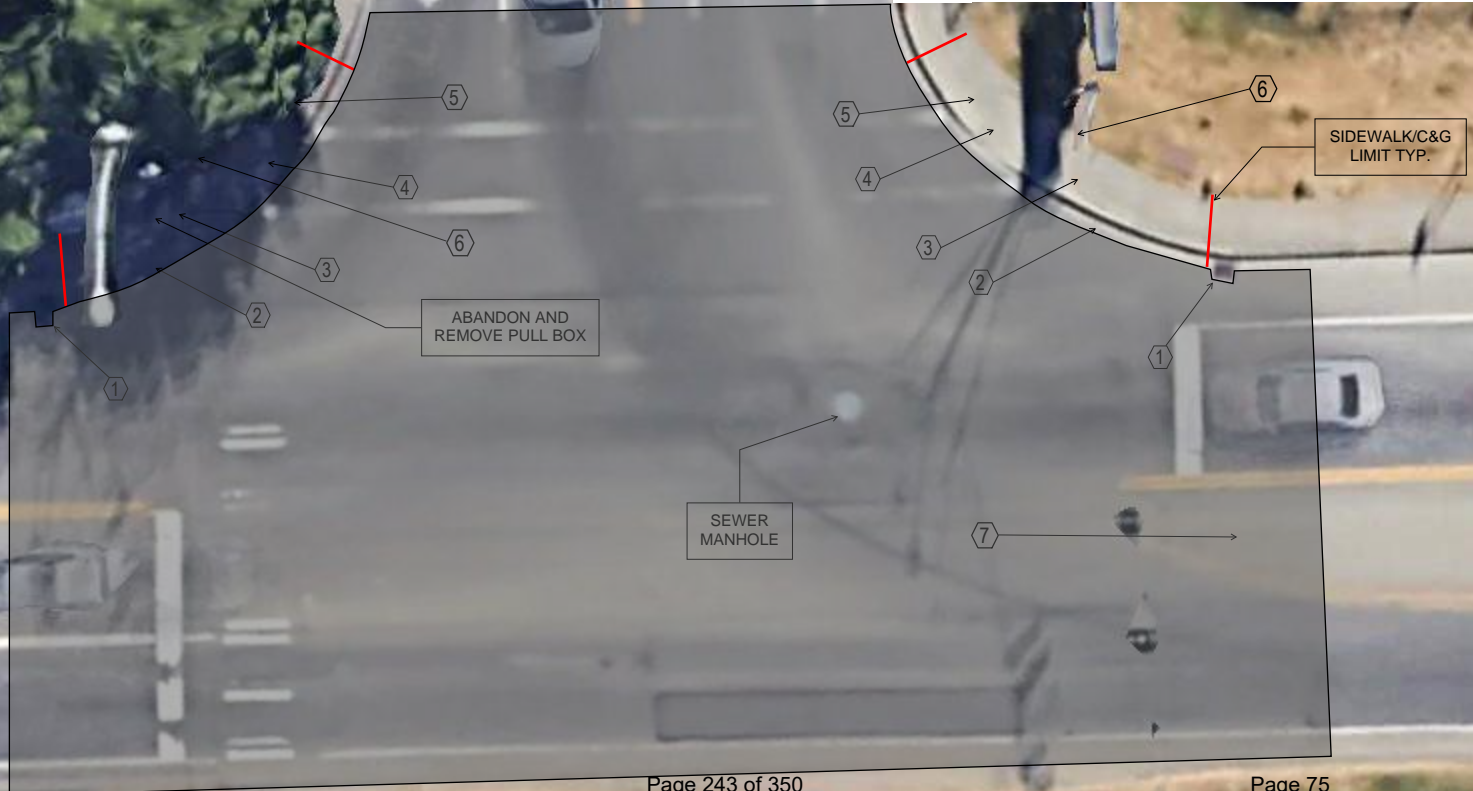
REMOVE CEMENT CONCRETE SIDEWALK

INSTALL CEMENT CONC. CURB RAMP TYPE PARALLEL A PER WSDOT STD. PLAN F-40.12

INSTALL CEMENT CONC. SIDEWALK PER COPO STD. PLAN 340

CEMENT CONC. PEDESTRIAN CURB PER COPO STD. PLAN 301

REMOVE TRAFFIC LOOPS (COST IS INCIDENTAL TO AND INCLUDED IN ROADWAY EXCAVATION AND INCL. HAUL)



INTRODUCTION TO THE SPECIAL PROVISIONS

(August 14, 2013 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2023 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

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

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

Also incorporated into the Contract Documents by reference are:

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

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

Division 1 General Requirements

1-01.3 Definitions

(January 4, 2016 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

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

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

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

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

Additive

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

1 Alternate

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

6 Business Day

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

10 Contract Bond

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

15 Contract Documents

16 See definition for "Contract".

18 Contract Time

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

22 Notice of Award

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

26 Notice to Proceed

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

31 Traffic

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

35 Bid Procedures and Conditions**37 1-02.5 Proposal Forms**

38 *(July 31, 2017 APWA GSP)*

39
 40 Delete this section and replace it with the following:

41
 42 The Proposal Form will identify the project and its location and describe the work. It will
 43 also list estimated quantities, units of measurement, the items of work, and the materials
 44 to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal
 45 form that call for, but are not limited to, unit prices; extensions; summations; the total bid
 46 amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment
 47 of addenda; the bidder's name, address, telephone number, and signature; the bidder's
 48 UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's
 49 Registration Number; and a Business License Number, if applicable. Bids shall be
 50 completed by typing or shall be printed in ink by hand, preferably in black ink. The
 51 required certifications are included as part of the Proposal Form.

52

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

Preparation of Proposal

The fourth paragraph of Section 1-02.6 is revised to read:

(August 2, 2004)

The fifth and sixth paragraphs of Section 1-02.6 are deleted.

1-02.7 Bid Deposit (March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

1-02.9 Delivery of Proposal (December 19, 2019 APWA GSP, Option A)

Delete this section and replace it with the following:

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

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

- UDBE Written Confirmation Document from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification (WSDOT 272-056U)
- Good Faith Effort (GFE) Documentation

- UDBE Bid Item Breakdown (WSDOT 272-054)
- UDBE Trucking Credit Form (WSDOT 272-058)

These documents, if applicable, shall be received either with the Bid Proposal or as a supplement to the Bid. These documents shall be received **no later than 48 hours** (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

If submitted after the Bid Proposal is due, the document(s) must be submitted in a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added. All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

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

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

1-02.10 Withdrawing, Revising, or Supplementing Proposal (July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

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

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

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

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

1-02.13 Irregular Proposals
(December 19, 2019 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification that they are in agreement with the bidder's UDBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - k. The Bidder fails to submit a UDBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - l. The Bidder fails to submit UDBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
 - a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders*(May 17, 2018 APWA GSP, Option B)*

Delete this section and replace it with the following:

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

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

1. Delinquent State Taxes

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

2. Federal Debarment

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

3. Subcontractor Responsibility

- A. Criterion: The Bidder's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" subcontractors as defined by RCW 39.06.020.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting

Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. **Claims Against Retainage and Bonds**

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

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

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

5. **Public Bidding Crime**

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

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

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

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

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

7. **Lawsuits**

- 1 A. Criterion: The Bidder shall not have lawsuits with judgments entered against
 2 the Bidder in the five years prior to the bid submittal date that demonstrate a
 3 pattern of failing to meet the terms of contracts, unless there are extenuating
 4 circumstances and such circumstances are deemed acceptable to the
 5 Contracting Agency
 6
- 7 B. Documentation: The Bidder, if and when required as detailed below, shall sign
 8 a statement (on a form to be provided by the Contracting Agency) that the
 9 Bidder has not had any lawsuits with judgments entered against the Bidder in
 10 the five years prior to the bid submittal date that demonstrate a pattern of
 11 failing to meet the terms of contracts, or shall submit a list of all lawsuits with
 12 judgments entered against the Bidder in the five years prior to the bid
 13 submittal date, along with a written explanation of the circumstances
 14 surrounding each such lawsuit. The Contracting Agency shall evaluate these
 15 explanations to determine whether the lawsuits demonstrate a pattern of
 16 failing to meet of terms of construction related contracts
 17

18 As evidence that the Bidder meets the Supplemental Criteria stated above, the
 19 apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the
 20 second business day following the bid submittal deadline, a written statement verifying
 21 that the Bidder meets the supplemental criteria together with supporting documentation
 22 (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance
 23 with the Supplemental Criteria. The Contracting Agency reserves the right to request
 24 further documentation as needed from the low Bidder and documentation from other
 25 Bidders as well to assess Bidder responsibility and compliance with all bidder
 26 responsibility criteria. The Contracting Agency also reserves the right to obtain
 27 information from third-parties and independent sources of information concerning a
 28 Bidder's compliance with the mandatory and supplemental criteria, and to use that
 29 information in their evaluation. The Contracting Agency may consider mitigating
 30 factors in 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 supplemental
 34 criteria shall include any documents or facts obtained by Contracting Agency (whether
 35 from the Bidder or third parties) including but not limited to: (i) financial, historical, or
 36 operational data from the Bidder; (ii) information obtained directly by the Contracting
 37 Agency from others for whom the Bidder has worked, or other public agencies or
 38 private enterprises; and (iii) any additional information obtained by the Contracting
 39 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 Contracting
 43 Agency shall notify the Bidder in writing, with the reasons for its determination. If the
 44 Bidder disagrees with this determination, it may appeal the determination within two (2)
 45 business days of the Contracting Agency's determination by presenting its appeal and
 46 any additional information to the Contracting Agency. The Contracting Agency will
 47 consider the appeal and any additional information before issuing its final
 48 determination. If the final determination affirms that the Bidder is not responsible, the
 49 Contracting Agency will not execute a contract with any other Bidder until at least two
 50 business days after the Bidder determined to be not responsible has received the
 51 Contracting Agency's final determination.
 52

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

1-02.15 Pre Award Information (August 14, 2013 APWA GSP)

Revise this section to read:

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

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

Award and Execution of Contract

1-03.3 Execution of Contract (October 1, 2005 APWA GSP)

Revise this section to read:

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

Within 20 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

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

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

Scope of the Work

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

(March 13, 2012 APWA GSP)

Revise the second paragraph to read:

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

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

Control of Work

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

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

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

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

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

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

1-05.11(3) Operational Testing

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

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

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

1-05.13 Superintendents, Labor and Equipment of Contractor (August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.14 Cooperation With Other Contractors (March 13, 1995)

Other Contracts or Other Work

1 It is anticipated that the following work adjacent to or within the limits of this project will be
 2 performed by others during the course of this project and will require coordination of the work:
 3 (*****)

4 Work to be coordinated with the "Sinclair Ridge SR16 Off-Site Improvement" Project.
 5 Owner/Applicant- Century Communities 425-775-8661
 6
 7

8 **1-05.15 Method of Serving Notices**
 9 *(March 25, 2009 APWA GSP)*

10 Revise the second paragraph to read:

11
 12 All correspondence from the Contractor shall be directed to the Project Engineer. All
 13 correspondence from the Contractor constituting any notification, notice of protest, notice
 14 of dispute, or other correspondence constituting notification required to be furnished
 15 under the Contract, must be in paper format, hand delivered or sent via mail delivery
 16 service to the Project Engineer's office. Electronic copies such as e-mails or
 17 electronically delivered copies of correspondence will not constitute such notice and will
 18 not comply with the requirements of the Contract.
 19

20 Add the following new section:

21
 22 **1-05.16 Water and Power**
 23 *(October 1, 2005 APWA GSP)*
 24

25 The Contractor shall make necessary arrangements, and shall bear the costs for power
 26 and water necessary for the performance of the work, unless the contract includes power
 27 and water as a pay item.
 28

29 **Legal Relations and Responsibilities to the Public**

30
 31 **1-07.2 State Taxes**
 32

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

34
 35 **1-07.2 State Sales Tax**
 36 *(June 27, 2011 APWA GSP)*
 37

38 The Washington State Department of Revenue has issued special rules on the State
 39 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The
 40 Contractor should contact the Washington State Department of Revenue for answers to
 41 questions in this area. The Contracting Agency will not adjust its payment if the
 42 Contractor bases a bid on a misunderstood tax liability.
 43

44 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other
 45 contract amounts. In some cases, however, state retail sales tax will not be included.
 46 Section 1-07.2(2) describes this exception.
 47

48 The Contracting Agency will pay the retained percentage (or release the Contract Bond if
 49 a FHWA-funded Project) only if the Contractor has obtained from the Washington State
 50 Department of Revenue a certificate showing that all contract-related taxes have been
 51 paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the

Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

Sanitation

Health Hazards

Section 1-07.4(2) is supplemented with the following:

1 **(May 13, 2020)**

2 **COVID-19 Health and Safety Plan (CHSP)**

3 The Contractor shall prepare a project specific COVID-19 health and safety plan
4 (CHSP). The CHSP shall be prepared and submitted as a Type 2 Working Drawing
5 prior to beginning physical Work. The CHSP shall be based on the most current State
6 and Federal requirements. If the State or Federal requirements are revised, the
7 CHSP shall be updated as necessary to conform to the current requirements.

8
9 The Contractor shall update and resubmit the CHSP as the work progresses and
10 new activities appear on the look ahead schedule required under Section 1-08.3(2)D.
11 If the conditions change on the project, or a particular activity, the Contractor shall
12 update and resubmit the CHSP. Work on any activity shall cease if conditions prevent
13 full compliance with the CHSP.

14
15 The CHSP shall address the health and safety of all people associated with the
16 project including State workers in the field, Contractor personnel, consultants, project
17 staff, subcontractors, suppliers and anyone on the project site, staging areas, or
18 yards.

19
20 **COVID-19 Health and Safety Plan (CHSP) Inspection**

21 The Contractor shall grant full and unrestricted access to the Engineer for CHSP
22 Inspections. The Engineer (or designee) will conduct periodic compliance
23 inspections on the project site, staging areas, or yards to verify that any ongoing work
24 activity is following the CHSP plan. If the Engineer becomes aware of a
25 noncompliance incident either through a site inspection or other means, the
26 Contractor will be notified immediately (within 1 hour). The Contractor shall
27 immediately remedy the noncompliance incident or suspend all or part of the
28 associated work activity. The Contractor shall satisfy the Engineer that the
29 noncompliance incident has been corrected before the suspension will end.

30
31 **Utilities and Similar Facilities**

32
33 Section 1-07.17 is supplemented with the following:

34
35 (April 2, 2007)

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

38
39 The following addresses and telephone numbers of utility companies known or suspected
40 of having facilities within the project limits are supplied for the Contractor's convenience:

41
42 *** Water and Sewer – City of Port Orchard
43 Gas – PSE, 1-888-225-5773
44 Electric – PSE, 1-888-225-5773
45 Telephone – Century Link, 1-800-244-1111
46 Cable – Comcast, 503-399-4494 ***

47
48 **Prosecution and Progress**

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

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

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

Temporary Traffic Control

General

1-10.2(1)A Traffic Control Management

Section 1-10.2(1) is supplemented with the following:

- The responsibilities of the Contractor's traffic control management personnel shall include:
1. Overseeing and approving the actions of the Traffic Control Supervisor (TCS) to ensure that proper safety and traffic control measures are implemented and consistent with the specific requirements created by the Contractor's work zones and the Contract. Some form of oversight shall be in place and effective even when the traffic control management personnel are not present at the jobsite.
 2. Providing the Contractor's designated TCS with the Contract or Engineer accepted traffic control plans (TCPs) which are compatible with the Work operations and traffic control for which they will be implemented.
 3. Discussing proposed traffic control measures and coordinating implementation of the Contractor-accepted traffic control plan(s) with the Engineer.
 4. Coordinating all traffic control operations, including those of subcontractors and suppliers, with each other and with any adjacent construction or maintenance operations.
 5. Coordinating the project's activities (such as ramp closures, road closures, and lane closures) with appropriate police, fire control agencies, city or county engineering, medical emergency agencies, school districts, and transit companies.
 6. Overseeing all requirements of the Contract that contribute to the convenience, safety, and orderly movement of vehicular and pedestrian traffic.
 7. Reviewing the TCS's diaries daily and being aware of field traffic control operations.

8. Being present on-site a sufficient amount of time to adequately satisfy the abovelisted responsibilities.

9. Have available at all times all applicable standards and specifications as described in Section 1-10.2(3).

Failure to carry out any of the above-listed responsibilities shall be a failure to comply with the Contract and may result in a suspension of Work as described in Section 1-08.6.

Measurement

Lump Sum Bid for Project (No Unit Items)

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

(August 2, 2004)

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

Division 2 Earthwork

Removal of Structures and Obstructions

2-02 Removal of Structures and Obstructions (March 13, 1995)

2-02.1 Description

This work shall consist of removing miscellaneous traffic items.

2-02.3 Removing Miscellaneous Traffic Items

The following miscellaneous traffic items shall be removed and disposed of:

***** Asphalt Extruded Curbs *****

Where shown in the Plans or where directed by the Engineer, remove the existing asphalt extruded curb as staked or otherwise designated by the Engineer.

2-02.5 Payment

(September 8, 1997)

"Removing *** Asphalt Extruded Curb *** Curb", per linear foot.

Division 5 Surface Treatments and Pavements

Hot Mix Asphalt

5-04 Hot Mix Asphalt
(July 18, 2018 APWA GSP)

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

5-04.1 Description

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

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

5-04.2 Materials

Materials shall meet the requirements of the following sections:

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

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

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

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of one sample for every 1,000 tons produced and not less than ten samples per project. The asphalt content and gradation test data shall be reported to the Contracting Agency

when submitting the mix design for approval on the QPL. The Contractor shall include the RAP as part of the mix design as defined in these Specifications.

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

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

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

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

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

5-04.2(1)A Vacant

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

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

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

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

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

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

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

Mix designs for HMA accepted by Nonstatistical evaluation shall;

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

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

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

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

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

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

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

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

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

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

4
5 **Minimum Surface Temperature for Paving**

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

6
7 **5-04.3(2) Paving Under Traffic**

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

10
11 The Contractor shall keep intersections open to traffic at all times except when paving
12 the intersection or paving across the intersection. During such time, and provided that
13 there has been an advance warning to the public, the intersection may be closed for the
14 minimum time required to place and compact the mixture. In hot weather, the Engineer
15 may require the application of water to the pavement to accelerate the finish rolling of the
16 pavement and to shorten the time required before reopening to traffic.

17
18 Before closing an intersection, advance warning signs shall be placed and signs shall
19 also be placed marking the detour or alternate route.

20
21 During paving operations, temporary pavement markings shall be maintained throughout
22 the project. Temporary pavement markings shall be installed on the Roadway prior to
23 opening to traffic. Temporary pavement markings shall be in accordance with Section 8-
24 23.

25
26 All costs in connection with performing the Work in accordance with these requirements,
27 except the cost of temporary pavement markings, shall be included in the unit Contract
28 prices for the various Bid items involved in the Contract.

29
30 **5-04.3(3) Equipment**

31
32 **5-04.3(3)A Mixing Plant**

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

- 34
35 1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of
36 asphalt binder shall be equipped to heat and hold the material at the required
37 temperatures. The heating shall be accomplished by steam coils, electricity, or
38 other approved means so that no flame shall be in contact with the storage tank.
39 The circulating system for the asphalt binder shall be designed to ensure proper

and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.

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

5-04.3(3)B Hauling Equipment

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

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

5-04.3(3)C Pavers

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

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

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

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

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

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

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

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

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

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

To be approved for use, an MTV:

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

To be approved for use, an MTD:

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

5-04.3(3)E Rollers

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

5-04.3(4) Preparation of Existing Paved Surfaces

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

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

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

5
 6 Before construction of HMA on an existing paved surface, the entire surface of the
 7 pavement shall be clean. All fatty asphalt patches, grease drippings, and other
 8 objectionable matter shall be entirely removed from the existing pavement. All
 9 pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement
 10 grindings, and other foreign matter. All holes and small depressions shall be filled with an
 11 appropriate class of HMA. The surface of the patched area shall be leveled and
 12 compacted thoroughly. Prior to the application of tack coat, or paving, the condition of
 13 the surface shall be approved by the Engineer.

14
 15 A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA
 16 is to be placed or abutted; except that tack coat may be omitted from clean, newly paved
 17 surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover
 18 the existing pavement with a thin film of residual asphalt free of streaks and bare spots at
 19 a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of
 20 application shall be approved by the Engineer. A heavy application of tack coat shall be
 21 applied to all joints. For Roadways open to traffic, the application of tack coat shall be
 22 limited to surfaces that will be paved during the same working shift. The spreading
 23 equipment shall be equipped with a thermometer to indicate the temperature of the tack
 24 coat material.

25
 26 Equipment shall not operate on tacked surfaces until the tack has broken and cured. If
 27 the Contractor's operation damages the tack coat it shall be repaired prior to placement
 28 of the HMA.

29
 30 The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h
 31 emulsified asphalt may be diluted once with water at a rate not to exceed one part water
 32 to one part emulsified asphalt. The tack coat shall have sufficient temperature such that
 33 it may be applied uniformly at the specified rate of application and shall not exceed the
 34 maximum temperature recommended by the emulsified asphalt manufacturer.

35 36 **5-04.3(4)A Crack Sealing**

37 38 **5-04.3(4)A1 General**

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

41
 42 **Cleaning:** Ensure that cracks are thoroughly clean, dry and free of all loose and foreign
 43 material when filling with crack sealant material. Use a hot compressed air lance to dry
 44 and warm the pavement surfaces within the crack immediately prior to filling a crack with
 45 the sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing
 46 cracks is not required.
 47

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

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

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

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

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

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

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

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

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

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

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

5-04.3(4)B Vacant

1 **5-04.3(4)C Pavement Repair**

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

11

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

19

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

23

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

28

29 **5-04.3(5) Producing/Stockpiling Aggregates and RAP**

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

35

36 **5-04.3(5)A Vacant**

37

38 **5-04.3(6) Mixing**

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

43

44 When discharged, the temperature of the HMA shall not exceed the optimum mixing
 45 temperature by more than 25°F as shown on the reference mix design report or as
 46 approved by the Engineer. Also, when a WMA additive is included in the manufacture of
 47 HMA, the discharge temperature of the HMA shall not exceed the maximum
 48 recommended by the manufacturer of the WMA additive. A maximum water content of 2

percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

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

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

5-04.3(7) Spreading and Finishing

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

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

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

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

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

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

5-04.3(9) HMA Mixture Acceptance

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

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

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

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

HMA Tolerances and Adjustments

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

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

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

For Aggregates in the mixture:

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

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", 3/4", 1/2", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/- 6%	+/- 8%
No. 8 Sieve	+/- 6%	+/- 8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

- b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

2. **Job Mix Formula Adjustments** – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or

1 better quality and may require the development of a new mix design if the
2 adjustment exceeds the amounts listed below.

3 a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and
4 the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5
5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall
6 be within the range of the control points in Section 9-03.8(6).

7 b. **Asphalt Binder Content** – The Engineer may order or approve changes to
8 asphalt binder content. The maximum adjustment from the approved mix
9 design for the asphalt binder content shall be 0.3 percent

10
11 **5-04.3(9)A Vacant**
12

13 **5-04.3(9)B Vacant**
14

15 **5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation**

16 HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the
17 Contracting Agency by dividing the HMA tonnage into lots.
18

19 **5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots**

20 A lot is represented by randomly selected samples of the same mix design that will be
21 tested for acceptance. A lot is defined as the total quantity of material or work produced
22 for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be
23 equal to one day's production or 800 tons, whichever is less except that the final subplot
24 will be a minimum of 400 tons and may be increased to 1200 tons.
25

26 All of the test results obtained from the acceptance samples from a given lot shall be
27 evaluated collectively. If the Contractor requests a change to the JMF that is approved,
28 the material produced after the change will be evaluated on the basis of the new JMF for
29 the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot
30 in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request
31 after the Engineer is satisfied that material conforming to the Specifications can be
32 produced.
33

34 Sampling and testing for evaluation shall be performed on the frequency of one sample
35 per subplot.
36

37 **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**

38 Samples for acceptance testing shall be obtained by the Contractor when ordered by the
39 Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer
40 and in accordance with AASH-TO T 168. A minimum of three samples should be taken
41 for each class of HMA placed on a project. If used in a structural application, at least one
42 of the three samples shall to be tested.
43

44 Sampling and testing HMA in a Structural application where quantities are less than 400
45 tons is at the discretion of the Engineer.
46

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

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

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

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

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

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

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

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

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

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

5-04.3(9)C5 Vacant**5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments**

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

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

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

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

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

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

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

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

5-04.3(10) HMA Compaction Acceptance

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a

specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

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

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

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

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

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

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

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

Test Results

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

density of the core will replace the relative density determined by the nuclear density gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

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

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

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

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

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

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

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

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

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

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

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

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

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

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

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

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

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

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

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

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

5-04.3(11)B Rejection by Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

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

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

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

5-04.3(12)A2 Longitudinal Joints

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

5-04.3(12)B Bridge Paving Joint Seals

5-04.3(12)B1 HMA Sawcut and Seal

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

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

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

5-04.3(12)B2 Paved Panel Joint Seal

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

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

5-04.3(13) Surface Smoothness

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Should such metal be identified, promptly notify the Engineer.

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

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

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

5-04.3(14)B1 General

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

1. Intersections:

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

b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the

intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.

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

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

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

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

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

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

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date.

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

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

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

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

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

- 1 3. Haul routes from Supplier facilities, and locations of temporary parking and
- 2 staging areas, including return routes. Describe the complete round trip as it
- 3 relates to the sequencing of paving operations.
- 4 4. Names and locations of HMA Supplier facilities to be used.
- 5 5. List of all equipment to be used for paving.
- 6 6. List of personnel and associated job classification assigned to each piece of
- 7 paving equipment.
- 8 7. Description (geometric or narrative) of the scheduled sequence of planing and of
- 9 paving, and intended area of planing and of paving for each day's work, must
- 10 include the directions of proposed planing and of proposed paving, sequence of
- 11 adjacent lane paving, sequence of skipped lane paving, intersection planing and
- 12 paving scheduling and sequencing, and proposed notifications and coordinations
- 13 to be timely made. The plan must show HMA joints relative to the final pavement
- 14 marking lane lines.
- 15 8. Names, job titles, and contact information for field, office, and plant supervisory
- 16 personnel.
- 17 9. A copy of the approved Mix Designs.
- 18 10. Tonnage of HMA to be placed each day.
- 19 11. Approximate times and days for starting and ending daily operations.
- 20

21 **5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing**

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

- 34
- 35 1. General for both Paving Plan and for Planing Plan:
- 36 a. The actual times of starting and ending daily operations.
- 37 b. In intersections, how to break up the intersection, and address traffic control
- 38 and signalization for that operation, including use of peace officers.
- 39 c. The sequencing and scheduling of paving operations and of planing operations,
- 40 as applicable, as it relates to traffic control, to public convenience and safety,
- 41 and to other contractors who may operate in the Project Site.
- 42 d. Notifications required of Contractor activities, and coordinating with other
- 43 entities and the public as necessary.
- 44 e. Description of the sequencing of installation and types of temporary pavement
- 45 markings as it relates to planning and to paving.
- 46 f. Description of the sequencing of installation of, and the removal of, temporary
- 47 pavement patch material around exposed castings and as may be needed

- 1 g. Description of procedures and equipment to identify hidden metal in the
- 2 pavement, such as survey monumentation, monitoring wells, street car rail, and
- 3 castings, before planning, see Section 5-04.3(14)B2.
- 4 h. Description of how flaggers will be coordinated with the planing, paving, and
- 5 related operations.
- 6 i. Description of sequencing of traffic controls for the process of rigid pavement
- 7 base repairs.
- 8 j. Other items the Engineer deems necessary to address.
- 9 2. Paving – additional topics:
- 10 a. When to start applying tack and coordinating with paving.
- 11 b. Types of equipment and numbers of each type equipment to be used. If more
- 12 pieces of equipment than personnel are proposed, describe the sequencing of
- 13 the personnel operating the types of equipment. Discuss the continuance of
- 14 operator personnel for each type equipment as it relates to meeting
- 15 Specification requirements.
- 16 c. Number of JMFs to be placed, and if more than one JMF how the Contractor
- 17 will ensure different JMFs are distinguished, how pavers and MTVs are
- 18 distinguished if more than one JMF is being placed at the time, and how
- 19 pavers and MTVs are cleaned so that one JMF does not adversely influence
- 20 the other JMF.
- 21 d. Description of contingency plans for that day's operations such as equipment
- 22 breakdown, rain out, and Supplier shutdown of operations.
- 23 e. Number of sublots to be placed, sequencing of density testing, and other
- 24 sampling and testing.

25

26 **5-04.3(15) Sealing Pavement Surfaces**

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

30

31 **5-04.3(16) HMA Road Approaches**

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

34

35 **5-04.4 Measurement**

36 HMA CI. ____ PG ____, HMA for ____ CI. ____ PG ____, and Commercial HMA will
 37 be measured by the ton in accordance with Section 1-09.2, with no deduction being
 38 made for the weight of asphalt binder, mineral filler, or any other component of the
 39 mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-
 40 04.3(11), the material removed will not be measured.

41

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

43

44 Preparation of untreated roadway will be measured by the mile once along the centerline
 45 of the main line Roadway. No additional measurement will be made for ramps, Auxiliary
 46 Lanes, service roads, Frontage Roads, or Shoulders. Measurement will be to the nearest
 47 0.01 mile.

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

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

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

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

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

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

Planing bituminous pavement will be measured by the square yard.

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

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

5-04.5 Payment

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

“HMA Cl. ____ PG ____”, per ton.

“HMA for Approach Cl. ____ PG ____”, per ton.

“HMA for Preleveling Cl. ____ PG ____”, per ton.

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

“Commercial HMA”, per ton.

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

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“Preparation of Untreated Roadway”, per mile.

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

“Preparation of Existing Paved Surfaces”, per mile.

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

“Crack Sealing”, by force account.

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

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

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

“Asphalt for Prime Coat”, per ton.

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

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

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

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“Asphalt for Fog Seal”, per ton.

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

“Longitudinal Joint Seal”, per linear foot.

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

“Planing Bituminous Pavement”, per square yard.

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

“Temporary Pavement Marking”, per linear foot.

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

“Water”, per M gallon.

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

“Job Mix Compliance Price Adjustment”, by calculation.

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

“Compaction Price Adjustment”, by calculation.

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

“Roadway Core”, per each.

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

“Cyclic Density Price Adjustment”, by calculation.

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

5-04 Hot Mix Asphalt
(July 18, 2018 APWA GSP)

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

5-04.1 Description

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

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

5-04.2 Materials

Materials shall meet the requirements of the following sections:

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

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

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

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of one sample for every 1,000 tons produced and not less than ten samples per project. The asphalt content and gradation test data shall be reported to the Contracting Agency

when submitting the mix design for approval on the QPL. The Contractor shall include the RAP as part of the mix design as defined in these Specifications.

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

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

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

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

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

5-04.2(1)A Vacant

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

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

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

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

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

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

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

Mix designs for HMA accepted by Nonstatistical evaluation shall;

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

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

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

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

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

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

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

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

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

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

Minimum Surface Temperature for Paving

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

5-04.3(2) Paving Under Traffic

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

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

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

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

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

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

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

- 6. Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper

and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.

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

5-04.3(3)B Hauling Equipment

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

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

5-04.3(3)C Pavers

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

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

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

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

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

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

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

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

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

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

To be approved for use, an MTV:

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

To be approved for use, an MTD:

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

5-04.3(3)E Rollers

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

5-04.3(4) Preparation of Existing Paved Surfaces

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

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

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

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

14
 15 A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA
 16 is to be placed or abutted; except that tack coat may be omitted from clean, newly paved
 17 surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover
 18 the existing pavement with a thin film of residual asphalt free of streaks and bare spots at
 19 a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of
 20 application shall be approved by the Engineer. A heavy application of tack coat shall be
 21 applied to all joints. For Roadways open to traffic, the application of tack coat shall be
 22 limited to surfaces that will be paved during the same working shift. The spreading
 23 equipment shall be equipped with a thermometer to indicate the temperature of the tack
 24 coat material.

25
 26 Equipment shall not operate on tacked surfaces until the tack has broken and cured. If
 27 the Contractor's operation damages the tack coat it shall be repaired prior to placement
 28 of the HMA.

29
 30 The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h
 31 emulsified asphalt may be diluted once with water at a rate not to exceed one part water
 32 to one part emulsified asphalt. The tack coat shall have sufficient temperature such that
 33 it may be applied uniformly at the specified rate of application and shall not exceed the
 34 maximum temperature recommended by the emulsified asphalt manufacturer.

35 36 **5-04.3(4)A Crack Sealing**

37 38 **5-04.3(4)A1 General**

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

41
 42 **Cleaning:** Ensure that cracks are thoroughly clean, dry and free of all loose and foreign
 43 material when filling with crack sealant material. Use a hot compressed air lance to dry
 44 and warm the pavement surfaces within the crack immediately prior to filling a crack with
 45 the sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing
 46 cracks is not required.
 47

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

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

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

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

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

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

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

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

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

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

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

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

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

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 4 inches. At the outer edges of the roadway, excavation will be 4 to 6 inches, as determined by the engineer, to match existing curb and pavement elevations. The Engineer will make the final determination of the excavation depth required. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21. Additional excavation may be required as directed by the Engineer if the existing base is objectionable. In the case of additional excavation, backfill will be crushed surfacing top course that meets the requirements of section 4-04. Any additional excavation and backfill will be paid as "Extra Excavation and Backfill."

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

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller. Backfill shall be 2 inches of HMA over 2 inches of crushed surfacing top course.

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

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

5-04.3(5)A Vacant**5-04.3(6) Mixing**

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

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

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

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

5-04.3(7) Spreading and Finishing

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

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

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

When more than one JMF is being utilized to produce HMA, the material produced for each JMF shall be placed by separate spreading and compacting equipment. The

intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA placed during a work shift shall conform to a single JMF established for the class of HMA specified unless there is a need to make an adjustment in the JMF.

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

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

5-04.3(9) HMA Mixture Acceptance

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

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

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

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

HMA Tolerances and Adjustments

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

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

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

For Aggregates in the mixture:

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

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", 3/4", 1/2", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/- 6%	+/- 8%
No. 8 Sieve	+/- 6%	+/- 8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

- d. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate

- 1 properties are outside the control points in Section 9-03.8(6). The resulting
 2 values will be the upper and lower acceptance limits for aggregates, as well as
 3 the USL and LSL required in Section 1-06.2(2)D2.
- 4 4. Job Mix Formula Adjustments – An adjustment to the aggregate gradation or
 5 asphalt binder content of the JMF requires approval of the Engineer. Adjustments
 6 to the JMF will only be considered if the change produces material of equal or
 7 better quality and may require the development of a new mix design if the
 8 adjustment exceeds the amounts listed below.
- 9 a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and
 10 the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5
 11 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall
 12 be within the range of the control points in Section 9-03.8(6).
- 13 b. **Asphalt Binder Content** – The Engineer may order or approve changes to
 14 asphalt binder content. The maximum adjustment from the approved mix
 15 design for the asphalt binder content shall be 0.3 percent

16
 17 **5-04.3(9)A Vacant**

18
 19 **5-04.3(9)B Vacant**

20
 21 **5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation**

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

24
 25 **5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots**

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

31
 32 All of the test results obtained from the acceptance samples from a given lot shall be
 33 evaluated collectively. If the Contractor requests a change to the JMF that is approved,
 34 the material produced after the change will be evaluated on the basis of the new JMF for
 35 the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot
 36 in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request
 37 after the Engineer is satisfied that material conforming to the Specifications can be
 38 produced.

39
 40 Sampling and testing for evaluation shall be performed on the frequency of one sample
 41 per subplot.

42
 43 **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**

44 Samples for acceptance testing shall be obtained by the Contractor when ordered by the
 45 Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer
 46 and in accordance with AASH-TO T 168. A minimum of three samples should be taken

for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall to be tested.

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

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

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

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

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

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

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

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

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

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

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the

nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

5-04.3(9)C5 Vacant

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

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

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

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

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

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

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

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

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

5-04.3(10) HMA Compaction Acceptance

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

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

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

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

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

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

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

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

Test Results

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

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

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

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

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

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

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

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

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

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

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

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

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

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

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

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

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

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

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

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

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

5-04.3(11)B Rejection by Contractor

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

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

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

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

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

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

1 **5-04.3(11)E Rejection - An Entire Sublot**

2 An entire sublot that is suspected of being defective may be rejected. When a sublot is
3 rejected a minimum of two additional random samples from this sublot will be obtained.
4 These additional samples and the original sublot will be evaluated as an independent lot
5 in accordance with Section 1-06.2(2).
6

7 **5-04.3(11)F Rejection - A Lot in Progress**

8 The Contractor shall shut down operations and shall not resume HMA placement until
9 such time as the Engineer is satisfied that material conforming to the Specifications can
10 be produced:
11

- 12 4. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and
- 13 the Contractor is taking no corrective action, or
- 14 5. When the Pay Factor (PF) for any constituent of a lot in progress drops below
- 15 0.95 and the Contractor is taking no corrective action, or
- 16 6. When either the PFi for any constituent or the CPF of a lot in progress is less
- 17 than 0.75.

18
19 **5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)**

20 An entire lot with a CPF of less than 0.75 will be rejected.
21

22 **5-04.3(12) Joints**

23
24 **5-04.3(12)A HMA Joints**

25
26 **5-04.3(12)A1 Transverse Joints**

27 The Contractor shall conduct operations such that the placing of the top or wearing
28 course is a continuous operation or as close to continuous as possible. Unscheduled
29 transverse joints will be allowed and the roller may pass over the unprotected end of the
30 freshly laid mixture only when the placement of the course must be discontinued for such
31 a length of time that the mixture will cool below compaction temperature. When the Work
32 is resumed, the previously compacted mixture shall be cut back to produce a slightly
33 beveled edge for the full thickness of the course.
34

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

41
42 The material that is cut away shall be wasted and new mix shall be laid against the cut.
43 Rollers or tamping irons shall be used to seal the joint.
44

45 **5-04.3(12)A2 Longitudinal Joints**

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

5-04.3(12)B Bridge Paving Joint Seals

5-04.3(12)B1 HMA Sawcut and Seal

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

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

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

5-04.3(12)B2 Paved Panel Joint Seal

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

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

5-04.3(13) Surface Smoothness

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3
4 A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a
5 minimum of 4 inches of curb reveal after placement and compaction of the final wearing
6 course. The dimensions of the wedge must be as shown on the Drawings or as specified
7 by the Engineer.

8
9 A tapered wedge cut must also be made at transitions to adjoining pavement surfaces
10 (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line
11 with vertical faces 2 inches or more in height, producing a smooth transition to the
12 existing adjoining pavement.

13
14 After planing is complete, planed surfaces must be swept, cleaned, and if required by the
15 Contract, patched and preleveled.

16
17 The Engineer may direct additional depth planing. Before performing this additional
18 depth planing, the Contractor must conduct a hidden metal in pavement detection survey
19 as specified in Section 5-04.3(14)A.

20 21 **5-04.3(14)A Pre-Planing Metal Detection Check**

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

25
26 Should such metal be identified, promptly notify the Engineer.

27
28 See Section 1-07.16(1) regarding the protection of survey monumentation that may be
29 hidden in pavement.

30
31 The Contractor is solely responsible for any damage to equipment resulting from the
32 Contractor's failure to conduct a pre-planing metal detection survey, or from the
33 Contractor's failure to notify the Engineer of any hidden metal that is detected.

34 35 **5-04.3(14)B Paving and Planing Under Traffic**

36 37 **5-04.3(14)B1 General**

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

41 42 **4. Intersections:**

- 43 a. Keep intersections open to traffic at all times, except when paving or planing
44 operations through an intersection requires closure. Such closure must be kept
45 to the minimum time required to place and compact the HMA mixture, or plane
46 as appropriate. For paving, schedule such closure to individual lanes or portions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1 c. The sequencing and scheduling of paving operations and of planing operations,
- 2 as applicable, as it relates to traffic control, to public convenience and safety,
- 3 and to other contractors who may operate in the Project Site.
- 4 d. Notifications required of Contractor activities, and coordinating with other
- 5 entities and the public as necessary.
- 6 e. Description of the sequencing of installation and types of temporary pavement
- 7 markings as it relates to planning and to paving.
- 8 f. Description of the sequencing of installation of, and the removal of, temporary
- 9 pavement patch material around exposed castings and as may be needed
- 10 g. Description of procedures and equipment to identify hidden metal in the
- 11 pavement, such as survey monumentation, monitoring wells, street car rail, and
- 12 castings, before planning, see Section 5-04.3(14)B2.
- 13 h. Description of how flaggers will be coordinated with the planing, paving, and
- 14 related operations.
- 15 i. Description of sequencing of traffic controls for the process of rigid pavement
- 16 base repairs.
- 17 j. Other items the Engineer deems necessary to address.
- 18 4. Paving – additional topics:
- 19 a. When to start applying tack and coordinating with paving.
- 20 b. Types of equipment and numbers of each type equipment to be used. If more
- 21 pieces of equipment than personnel are proposed, describe the sequencing of
- 22 the personnel operating the types of equipment. Discuss the continuance of
- 23 operator personnel for each type equipment as it relates to meeting
- 24 Specification requirements.
- 25 c. Number of JMFs to be placed, and if more than one JMF how the Contractor
- 26 will ensure different JMFs are distinguished, how pavers and MTVs are
- 27 distinguished if more than one JMF is being placed at the time, and how
- 28 pavers and MTVs are cleaned so that one JMF does not adversely influence
- 29 the other JMF.
- 30 d. Description of contingency plans for that day's operations such as equipment
- 31 breakdown, rain out, and Supplier shutdown of operations.
- 32 e. Number of sublots to be placed, sequencing of density testing, and other
- 33 sampling and testing.
- 34

35 **5-04.3(15) Sealing Pavement Surfaces**

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

40 **5-04.3(16) HMA Road Approaches**

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

44 **5-04.4 Measurement**

45 HMA CI. ____ PG ____, HMA for ____ CI. ____ PG ____, and Commercial HMA will
 46 be measured by the ton in accordance with Section 1-09.2, with no deduction being
 47 made for the weight of asphalt binder, mineral filler, or any other component of the

1 mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-
2 04.3(11), the material removed will not be measured.

3
4 Roadway cores will be measured per each for the number of cores taken.

5
6 Preparation of untreated roadway will be measured by the mile once along the centerline
7 of the main line Roadway. No additional measurement will be made for ramps, Auxiliary
8 Lanes, service roads, Frontage Roads, or Shoulders. Measurement will be to the nearest
9 0.01 mile.

10
11 Soil residual herbicide will be measured by the mile for the stated width to the nearest
12 0.01 mile or by the square yard, whichever is designated in the Proposal.

13
14 Pavement repair excavation will be measured by the square yard of surface marked prior
15 to excavation.

16
17 Asphalt for prime coat will be measured by the ton in accordance with Section 1-09.2.

18
19 Prime coat aggregate will be measured by the cubic yard, truck measure, or by the ton,
20 whichever is designated in the Proposal.

21
22 Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.

23
24 Longitudinal joint seals between the HMA and cement concrete pavement will be
25 measured by the linear foot along the line and slope of the completed joint seal.

26
27 Planing bituminous pavement will be measured by the square yard.

28
29 Temporary pavement marking will be measured by the linear foot as provided in Section
30 8-23.4.

31
32 Water will be measured by the M gallon as provided in Section 2-07.4.

33 34 **5-04.5 Payment**

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

37
38 "HMA Cl. ____ PG ____", per ton.

39
40 "HMA for Approach Cl. ____ PG ____", per ton.

41
42 "HMA for Preleveling Cl. ____ PG ____", per ton.

43
44 "HMA for Pavement Repair Cl. ____ PG ____", per ton.

CITYWIDE ASPHALT REPAIR

“Commercial HMA”, per ton.

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

“Preparation of Untreated Roadway”, per mile.

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

“Preparation of Existing Paved Surfaces”, per mile.

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

“Crack Sealing”, by force account.

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

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

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

“Extra Excavation and Backfill”, per force account.

CITYWIDE ASPHALT REPAIR

1 "Extra Excavation and Backfill" required by the Engineer due to unsuitable base will be
2 paid for by force account as provided in Section 1-09.6. To provide a common Proposal
3 for all Bidders, the Contracting Agency has entered an amount in the Proposal to
4 become a part of the Contractor's total Bid.

5
6 "Asphalt for Prime Coat", per ton.

7
8 The unit Contract price per ton for "Asphalt for Prime Coat" shall be full payment for all
9 costs incurred to obtain, provide and install the material in accordance with Section 5-
10 04.3(4).

11
12 "Prime Coat Agg.", per cubic yard, or per ton.

13
14 The unit Contract price per cubic yard or per ton for "Prime Coat Agg." shall be full pay
15 for furnishing, loading, and hauling aggregate to the place of deposit and spreading the
16 aggregate in the quantities required by the Engineer.

17
18 "Asphalt for Fog Seal", per ton.

19
20 Payment for "Asphalt for Fog Seal" is described in Section 5-02.5.

21
22 "Longitudinal Joint Seal", per linear foot.

23
24 The unit Contract price per linear foot for "Longitudinal Joint Seal" shall be full payment
25 for all costs incurred to perform the Work described in Section 5-04.3(12).

26
27 "Planing Bituminous Pavement", per square yard.

28
29 The unit Contract price per square yard for "Planing Bituminous Pavement" shall be full
30 payment for all costs incurred to perform the Work described in Section 5-04.3(14).

31
32 "Temporary Pavement Marking", per linear foot.

33
34 Payment for "Temporary Pavement Marking" is described in Section 8-23.5.

35
36 "Water", per M gallon.

37
38 Payment for "Water" is described in Section 2-07.5.

39
40 "Job Mix Compliance Price Adjustment", by calculation.

41
42 "Job Mix Compliance Price Adjustment" will be calculated and paid for as described in
43 Section 5-04.3(9)C6.

- 1 “Compaction Price Adjustment”, by calculation.
2
3 “Compaction Price Adjustment” will be calculated and paid for as described in Section 5-
4 04..3(10)D3.
5
6 “Roadway Core”, per each.
7
8 The Contractor’s costs for all other Work associated with the coring (e.g., traffic control)
9 shall be incidental and included within the unit Bid price per each and no additional
10 payments will be made.
11
12 “Cyclic Density Price Adjustment”, by calculation.
13
14 “Cyclic Density Price Adjustment” will be calculated and paid for as described in Section
15 5-04.3(10)B.
16
17
18

19 ***Hot Mix Asphalt***

20 21 ***Description of Work***

22 Section 5-04.1 is supplemented with the following:
23
24

25 (*****)

26 For grind and patch repairs of asphalt surfaces excavate to the depth of 6 inches. If
27 poor surfacing or subgrade conditions are encountered provide further excavation to the
28 satisfaction of the Engineer. Additional excavation below the initial up to 6 inches in
29 depth will be 6 inches or greater in depth. Backfill for patched areas excavated below 6
30 inches in depth will consist of hot mix asphalt over crushed surfacing.
31

32 (*****)

33 For 4” HMA Wedge Curb section plane 0” to 2” from edge of existing asphalt to the fog
34 line to prep for 2” overlay and 4” HMA Wedge Curb at guard rail.
35

36 ***Construction Requirements***

37 Section 5-04.3 is supplemented with the following:
38
39

40 (*****)

41 Backfill for pavement repair for excavation depths of 6 inches or less shall consist of hot
42 mix asphalt. Back fill for excavations exceeding 6 inches shall match the City’s
43 standard pavement section by street classification, over crushed surfacing in
44 accordance with Section 4-04 of the Standard Specifications. Asphalt depth for
45 Arterials is 6 inches, Collectors is 4 inches, and Local Access is 3 inches.
46

47 (*****)

48 4” HMA Wedge Curb to conform to the detail provided on the plan set. Crushed
49 Surfacing Base Course to be used to ballast back face of 4” Wedge Curb.

Measurement

Section 5-04.4 is supplemented with the following:

(*****)

HMA for Pavement Repair will be measured by the square yard.

HMA for 4" Wedge Curb will be measured by the linear foot.

Crushed Surfacing Base Course for pavement repair will be measured by the Ton.

Payment

Section 5-04.5 is supplemented with the following:

(*****)

"HMA for Pavement Repair Cl. ____ PG ____", per square yard.

"Crushed Surfacing Base Course for pavement repair", per ton

The unit contract price for "Crushed Surfacing Base Course for pavement repair" shall be full pay for excavation, handling, removal and haul of excavated materials, and furnishing, hauling, placement, and compaction of crushed surfacing.

(*****)

"4" Wedge Curb", per linear foot

7-12.3 Construction Requirements

Section 7-12.3 is supplemented with the following:

(*****)

Adjust Valve Box

Where shown in the Plans or where directed by the Engineer, the existing valve boxes shall be adjusted to the grade as staked or otherwise designated by the Engineer.

Existing valve boxes shall be lowered prior to final paving then adjusted to grade after final paving.

7-12.4 Measurement

Section 7-12.4 is supplemented with the following:

(*****)

Adjustment of valve boxes will be per each.

7-12.5 Payment

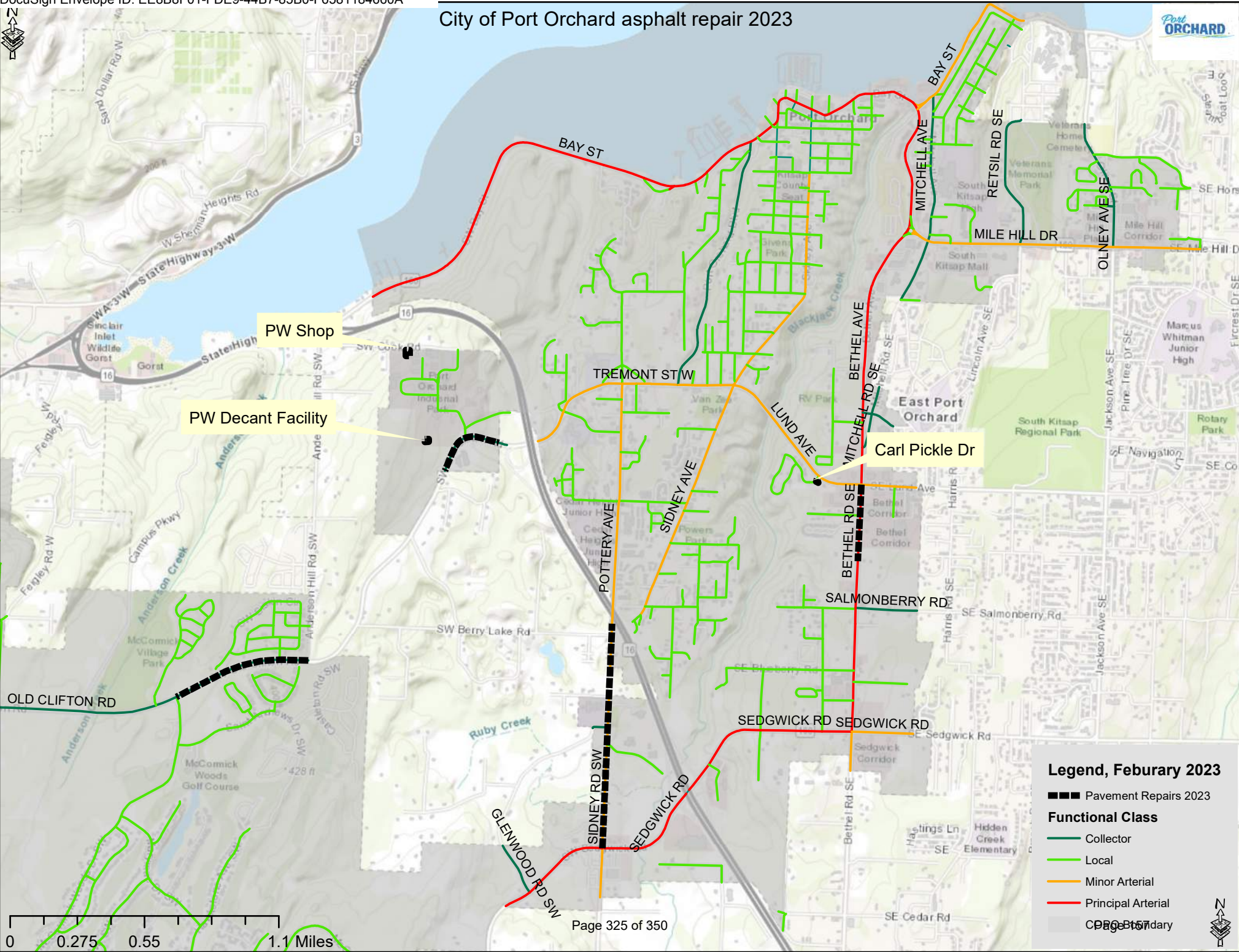
Section 7-12.5 is supplemented with the following:

(*****)

1 "Adjust Valve Box", per each.
2

APPENDIX B
VICINITY MAP

City of Port Orchard asphalt repair 2023



0 0.275 0.55 1.1 Miles

Legend, Febuary 2023

■ Pavement Repairs 2023

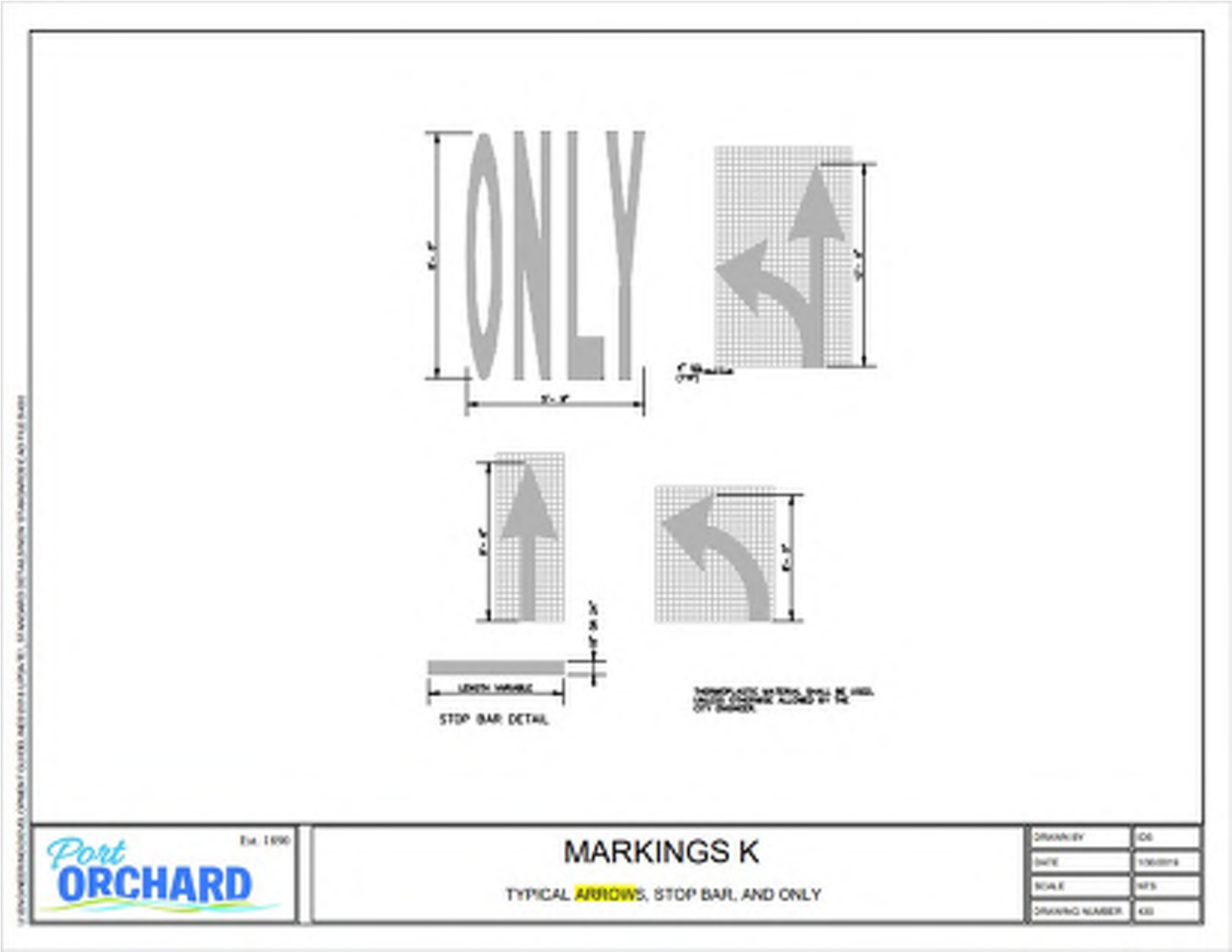
Functional Class

- Collector
- Local
- Minor Arterial
- Principal Arterial
- City Boundary



APPENDIX C

PWESS Markings K



APPENDIX D
Traffic Control Plans

SIGN SPACING = X (1)		
RURAL HIGHWAYS	60-65 MPH	800' +/-
RURAL ROADS	45-55 MPH	500' +/-
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMPS, AT-GRADE INTERSECTIONS AND DRIVEWAYS.		

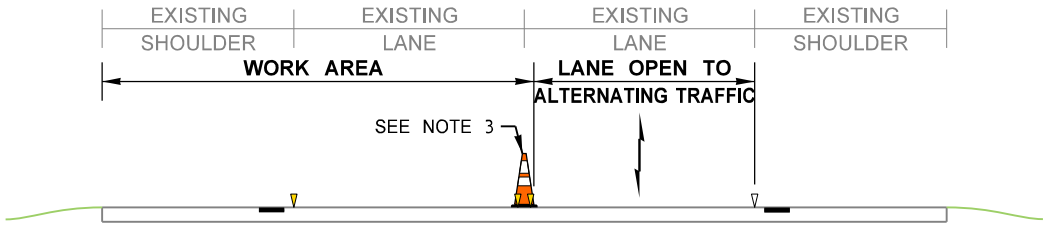
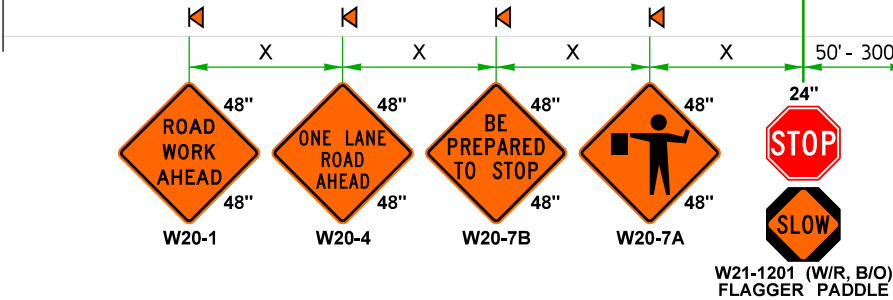
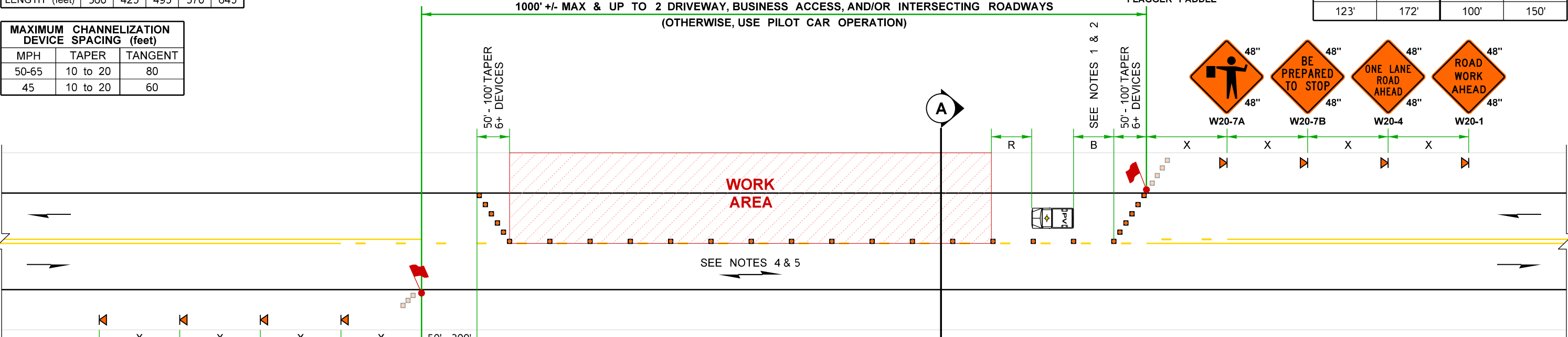
LONGITUDINAL BUFFER SPACE = B					
SPEED (MPH)	45	50	55	60	65
LENGTH (feet)	360	425	495	570	645

MAXIMUM CHANNELIZATION DEVICE SPACING (feet)		
MPH	TAPER	TANGENT
50-65	10 to 20	80
45	10 to 20	60

FOR DRIVEWAY, BUSINESS ACCESS, AND INTERSECTING ROADWAY DETAILS SEE TC320, SHEET 2.

PROTECTIVE VEHICLE ROLL AHEAD DISTANCE = R			
NO SPECIFIED DISTANCE REQUIRED. STRATEGICALLY POSITION WORK VEHICLE TO PROTECT WORK CREW.			

STATIONARY TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R			
HOST VEHICLE WEIGHT LESS THAN 22,000 lbs.		HOST VEHICLE WEIGHT 22,000+ lbs.	
45-55 MPH	60+ MPH	45-55 MPH	60+ MPH
123'	172'	100'	150'



SECTION A-A

NOTES:

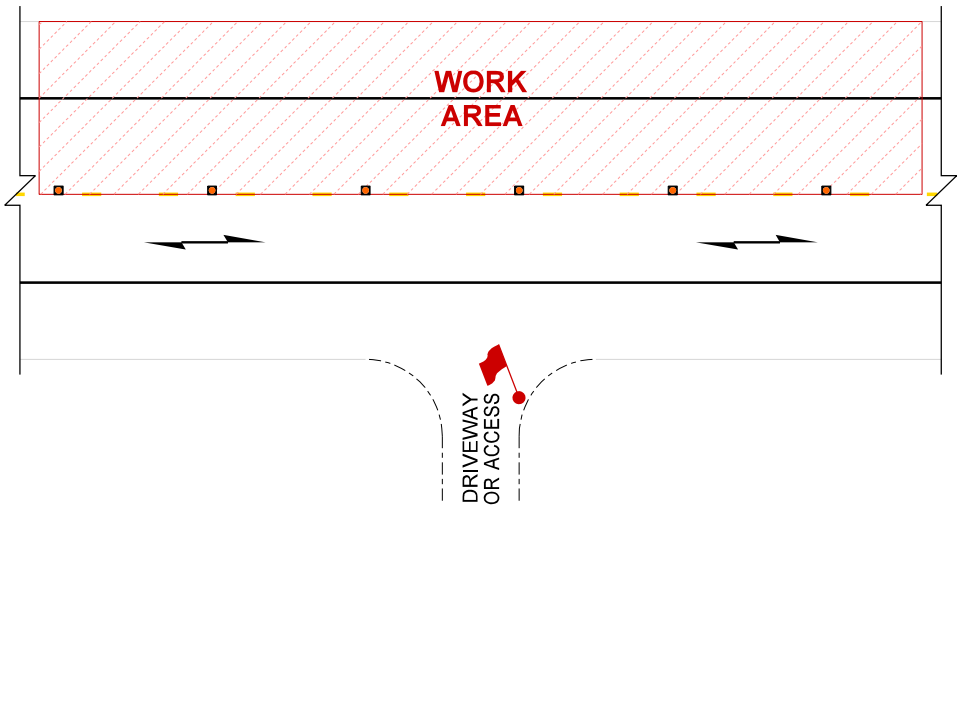
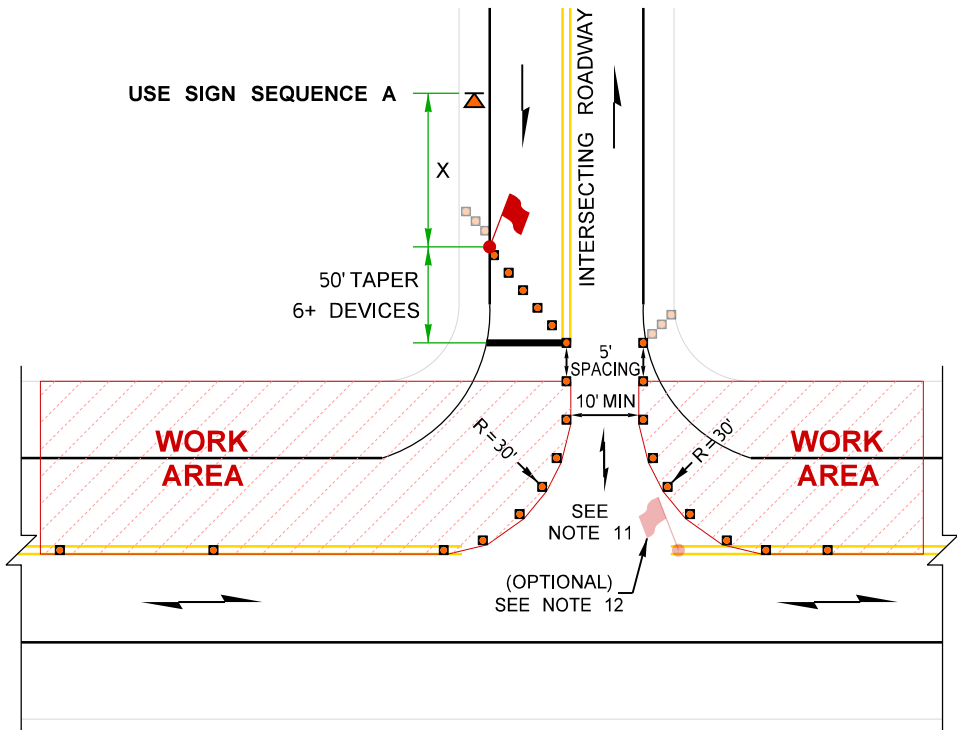
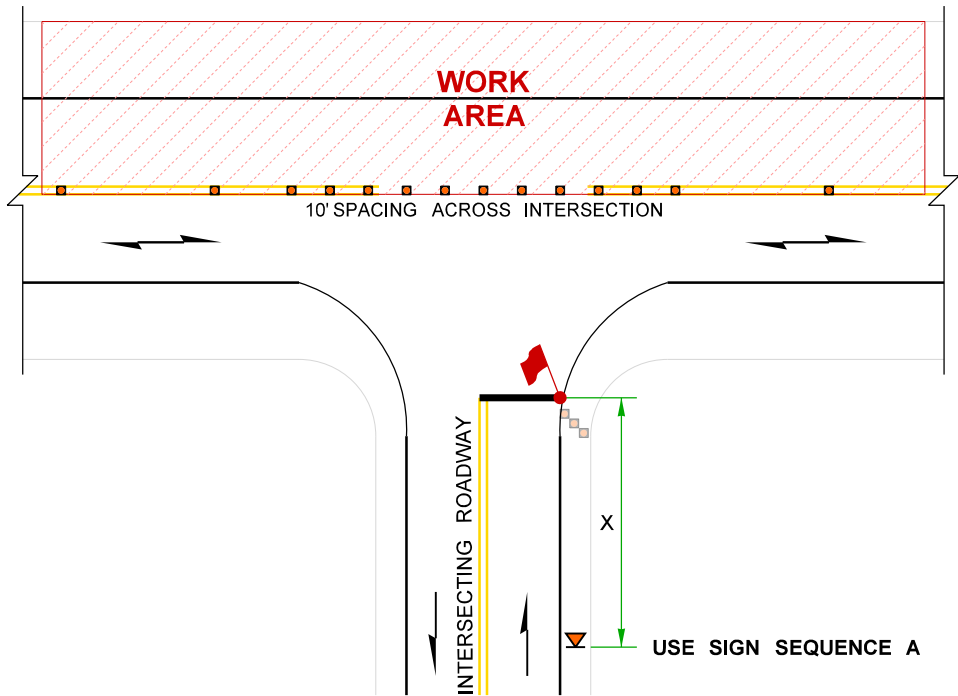
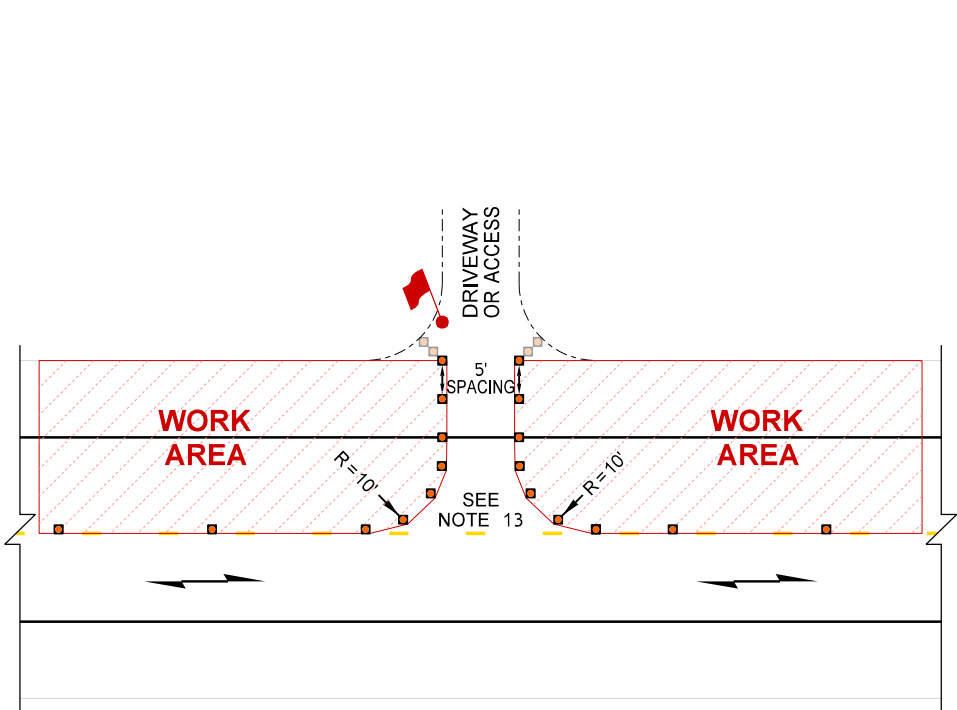
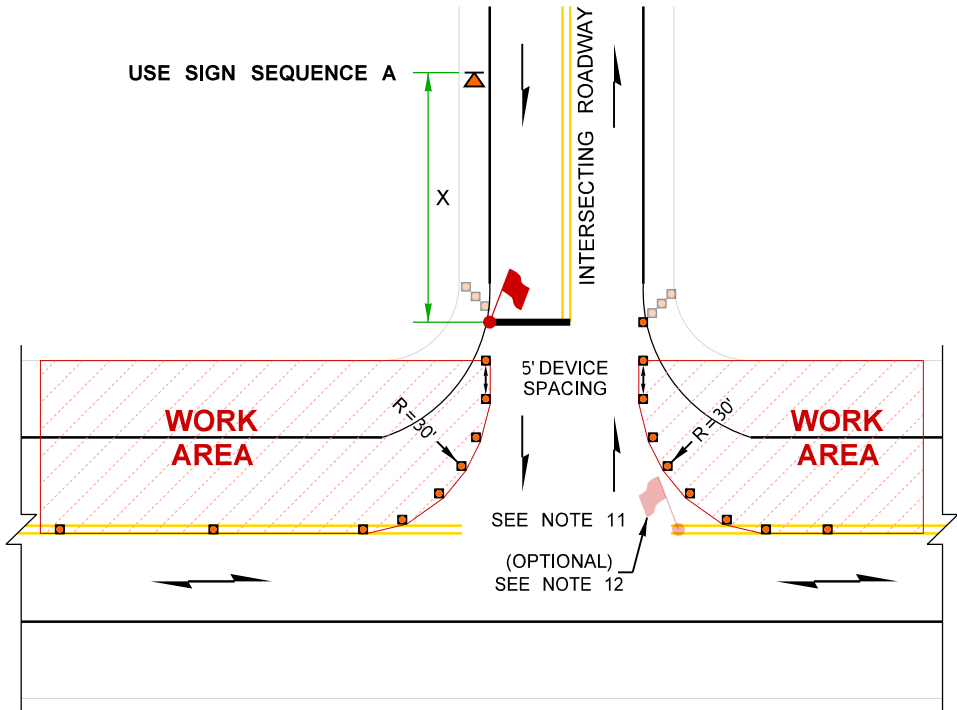
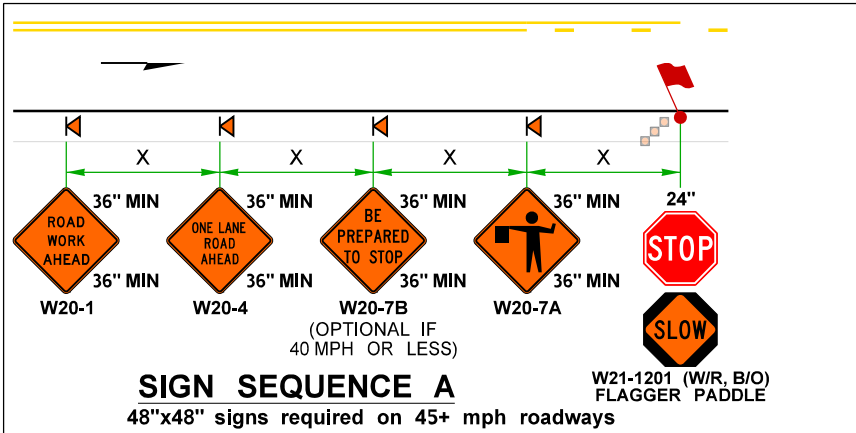
1. AVOID PLACING LANE CLOSURE TAPERS WITHIN OR IMMEDIATELY FOLLOWING HORIZONTAL & VERTICAL CURVES BY ADJUSTING LONGITUDINAL BUFFER SPACE.
2. IF LONGITUDINAL BUFFER SPACE IS REDUCED FROM DISTANCES LISTED IN TABLE, UPGRADE PROTECTIVE VEHICLE TO A TRANSPORTABLE ATTENUATOR.
3. 36" TRAFFIC CONES, 42" TALL CHANNELIZATION DEVICES, OR TRAFFIC SAFETY DRUMS OK.
4. BICYCLISTS MAY BE COMBINED WITH ALTERNATING VEHICULAR TRAFFIC. BIKES TO CLEAR PRIOR TO FLAGGERS RELEASING ONCOMING TRAFFIC.
5. ACCOMEDATE PEDESTRIANS VIA SHUTTLE THROUGH LANE CLOSURE, USING THE PAVED SHOULDER OPPOSITE THE WORK AREA, OR ANOTHER METHOD THE ENGINEER ACCEPTS.
6. SEE **STANDARD SPECIFICATIONS** FOR ADDITIONAL REQUIREMENTS:
 - 1-07.8(1) HIGH-VISIBILITY APPAREL
 - 1-10.3(1)A FLAGGERS AND NIGHTTIME ILLUMINATION
 - 1-10.3(2)A TRAFFIC CONTROL PROCEDURES
 - 9-35.1 24-INCH STOP/SLOW PADDLE SIZE
7. FOR PROJECT-SPECIFIC REQUIREMENTS, SEE **SPECIAL PROVISIONS**.
8. SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE INDICATED.
9. ACTUAL CENTERLINE PAVEMENT MARKINGS MAY VARY.

LEGEND:	
	TEMPORARY SIGN LOCATION
	28" REFLECTIVE TRAFFIC CONE (SEE NOTE 3)
	OPTIONAL CHANNELIZATION DEVICE
	PROTECTIVE VEHICLE (SEE NOTE 2)
	FLAGGER

ALTERNATING 1-LANE, 2-WAY TRAFFIC: FLAGGER-CONTROLLED
(45+ MPH HIGHWAYS)
NOT TO SCALE

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- NOTES:**
- 10. FOR LEGEND, TABLES, AND ADDITIONAL NOTES: SEE TC320, SHEET 1.
 - 11. WORK MAY OCCUR ACROSS INTERSECTING ROADWAY APPROACH BY HOLDING ACCESS TRAFFIC UP TO 5 MINUTES AND RESTRICTING TURNS FROM MAINLINE. CHANNELIZATION DEVICES DELINEATING APPROACH MAY BE REMOVED.
 - 12. SINGLE FLAGGER MAY BE ADDED TO THE INTERSECTING ROADWAY APPROACH TO HELP GUIDE ALTERNATING TRAFFIC THROUGH INTERSECTION.
 - 13. WORK MAY OCCUR ACROSS DRIVEWAY OR ACCESS APPROACH BY HOLDING ACCESS TRAFFIC UP TO 5 MINUTES AND RESTRICTING TURNS FROM MAINLINE. CHANNELIZATION DEVICES DELINEATING ACCESS MAY BE REMOVED.
 - 14. PAVEMENT MARKINGS MAY VARY.



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SIGN SPACING = X (1)		
RURAL HIGHWAYS	60-65 MPH	800' +/-
RURAL ROADS	45-55 MPH	500' +/-
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMPS, AT-GRADE INTERSECTIONS AND DRIVEWAYS.		

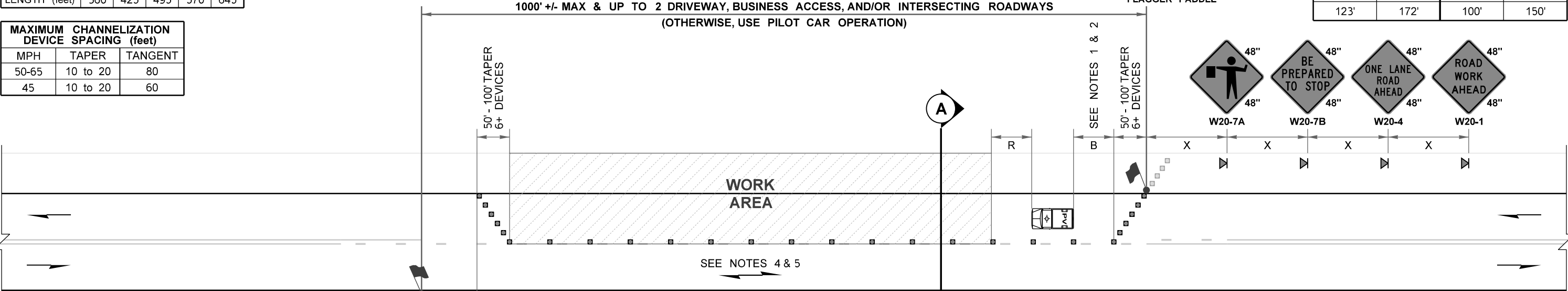
LONGITUDINAL BUFFER SPACE = B					
SPEED (MPH)	45	50	55	60	65
LENGTH (feet)	360	425	495	570	645

MAXIMUM CHANNELIZATION DEVICE SPACING (feet)		
MPH	TAPER	TANGENT
50-65	10 to 20	80
45	10 to 20	60

FOR DRIVEWAY, BUSINESS ACCESS, AND INTERSECTING ROADWAY DETAILS SEE TC320, SHEET 2.

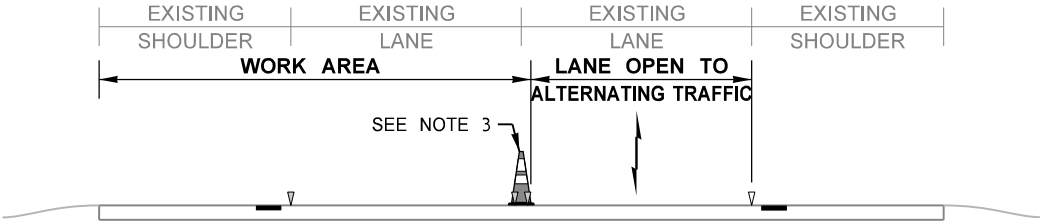
PROTECTIVE VEHICLE ROLL AHEAD DISTANCE = R			
NO SPECIFIED DISTANCE REQUIRED. STRATEGICALLY POSITION WORK VEHICLE TO PROTECT WORK CREW.			

STATIONARY TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R			
HOST VEHICLE WEIGHT LESS THAN 22,000 lbs.		HOST VEHICLE WEIGHT 22,000+ lbs.	
45-55 MPH	60+ MPH	45-55 MPH	60+ MPH
123'	172'	100'	150'



NOTES:

1. AVOID PLACING LANE CLOSURE TAPERS WITHIN OR IMMEDIATELY FOLLOWING HORIZONTAL & VERTICAL CURVES BY ADJUSTING LONGITUDINAL BUFFER SPACE.
2. IF LONGITUDINAL BUFFER SPACE IS REDUCED FROM DISTANCES LISTED IN TABLE, UPGRADE PROTECTIVE VEHICLE TO A TRANSPORTABLE ATTENUATOR.
3. 36" TRAFFIC CONES, 42" TALL CHANNELIZATION DEVICES, OR TRAFFIC SAFETY DRUMS OK.
4. BICYCLISTS MAY BE COMBINED WITH ALTERNATING VEHICULAR TRAFFIC. BIKES TO CLEAR PRIOR TO FLAGGERS RELEASING ONCOMING TRAFFIC.
5. ACCOMEDATE PEDESTRIANS VIA SHUTTLE THROUGH LANE CLOSURE, USING THE PAVED SHOULDER OPPOSITE THE WORK AREA, OR ANOTHER METHOD THE ENGINEER ACCEPTS.
6. SEE **STANDARD SPECIFICATIONS** FOR ADDITIONAL REQUIREMENTS:
1-07.8(1) HIGH-VISIBILITY APPAREL
1-10.3(1)A FLAGGERS AND NIGHTTIME ILLUMINATION
1-10.3(2)A TRAFFIC CONTROL PROCEDURES
9-35.1 24-INCH STOP/SLOW PADDLE SIZE
7. FOR PROJECT-SPECIFIC REQUIREMENTS, SEE **SPECIAL PROVISIONS**.
8. SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE INDICATED.
9. ACTUAL CENTERLINE PAVEMENT MARKINGS MAY VARY.



SECTION A-A

LEGEND:	
	TEMPORARY SIGN LOCATION
	28" REFLECTIVE TRAFFIC CONE (SEE NOTE 3)
	OPTIONAL CHANNELIZATION DEVICE
	PROTECTIVE VEHICLE (SEE NOTE 2)
	FLAGGER

ALTERNATING 1-LANE, 2-WAY TRAFFIC: FLAGGER-CONTROLLED
(45+ MPH HIGHWAYS)
NOT TO SCALE

FILE NAME C:\Users\LintzF\OneDrive - Washington State Department of Transportation\Desktop\Work Zone TCPs\320Hwy45+AltTrafficFlagger.dgn		REGION NO. 10		STATE WASH		FED.AID PROJ.NO.		Plot 1	
TIME 12:13:30 PM								PLAN REF NO	
DATE 10/31/2022								TC320	
PLOTTED BY LintzF									
DESIGNED BY									
ENTERED BY									
CHECKED BY									
PROJ. ENGR.									
REGIONAL ADM.									

NOTES:

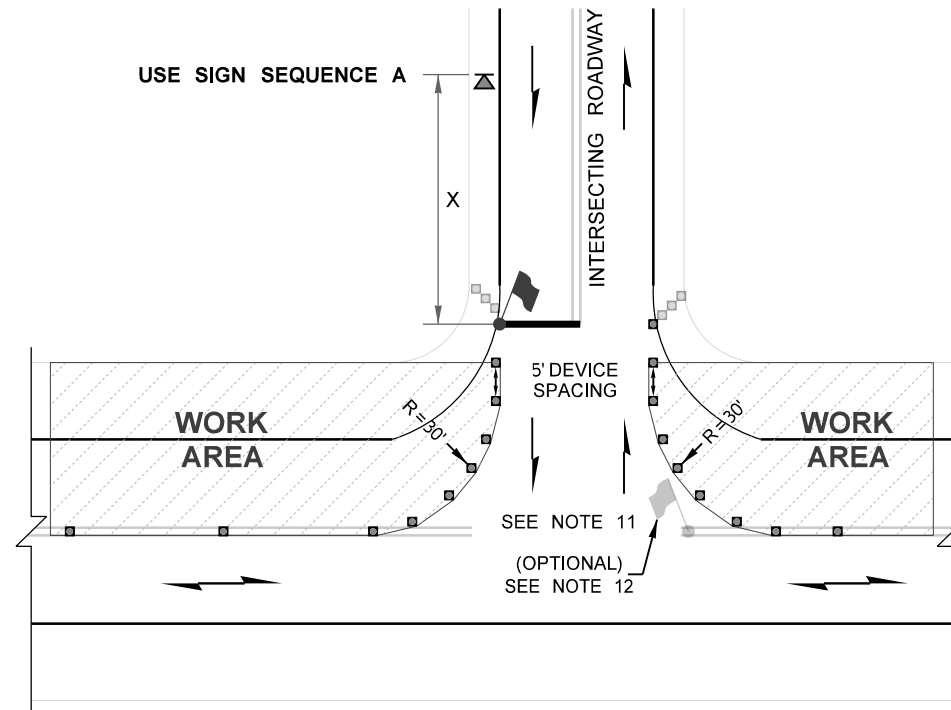
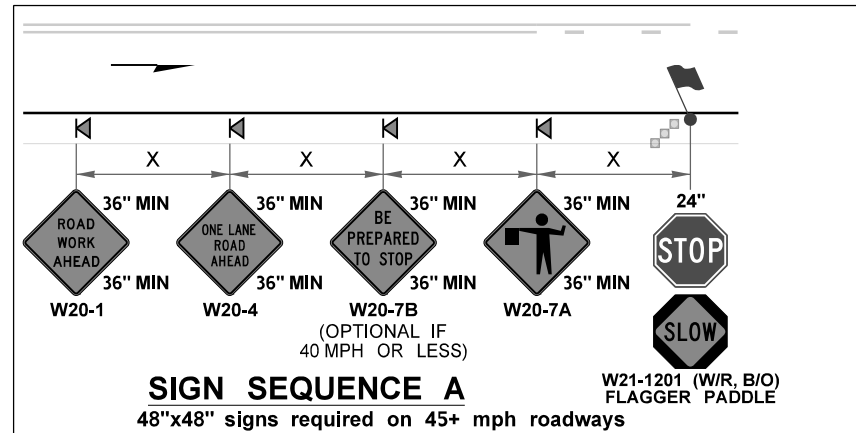
10. FOR LEGEND, TABLES, AND ADDITIONAL NOTES: SEE TC320, SHEET 1.

11. WORK MAY OCCUR ACROSS INTERSECTING ROADWAY APPROACH BY HOLDING ACCESS TRAFFIC UP TO 5 MINUTES AND RESTRICTING TURNS FROM MAINLINE. CHANNELIZATION DEVICES DELINEATING APPROACH MAY BE REMOVED.

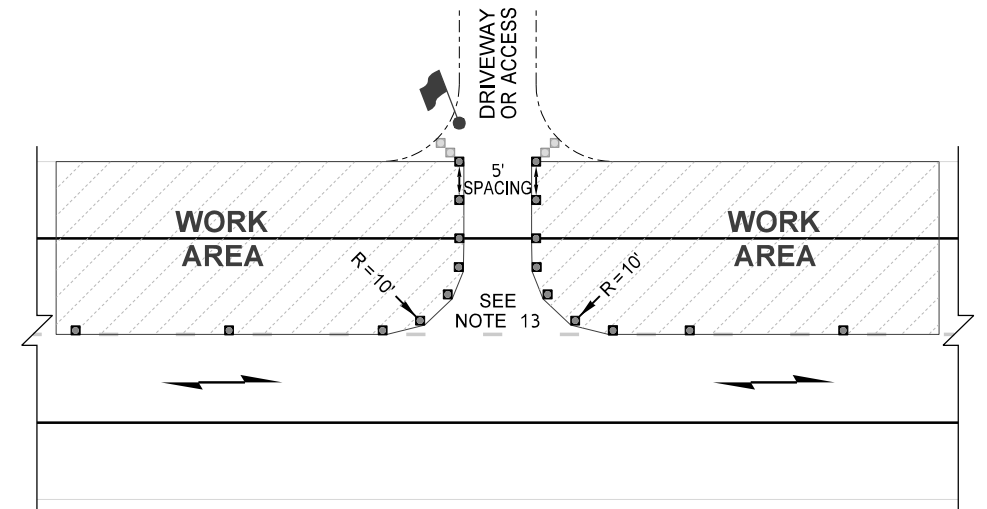
12. SINGLE FLAGGER MAY BE ADDED TO THE INTERSECTING ROADWAY APPROACH TO HELP GUIDE ALTERNATING TRAFFIC THROUGH INTERSECTION.

13. WORK MAY OCCUR ACROSS DRIVEWAY OR ACCESS APPROACH BY HOLDING ACCESS TRAFFIC UP TO 5 MINUTES AND RESTRICTING TURNS FROM MAINLINE. CHANNELIZATION DEVICES DELINEATING ACCESS MAY BE REMOVED.

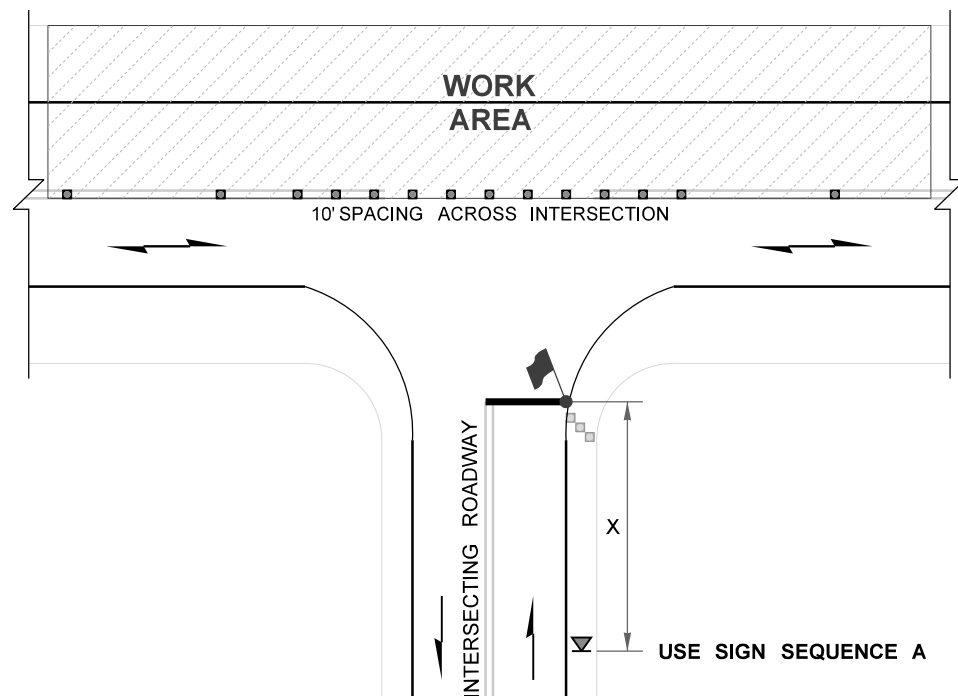
14. PAVEMENT MARKINGS MAY VARY.



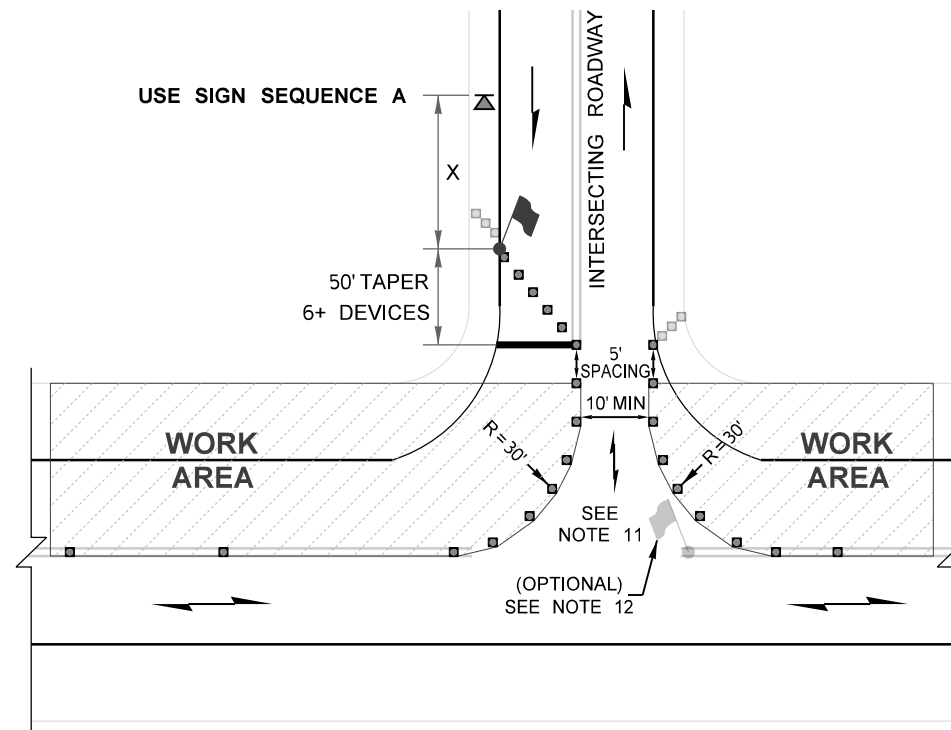
**UNSIGNALIZED INTERSECTING ROADWAY DETAIL
SAME SIDE AS LANE CLOSURE (TWO OPEN LANES)**



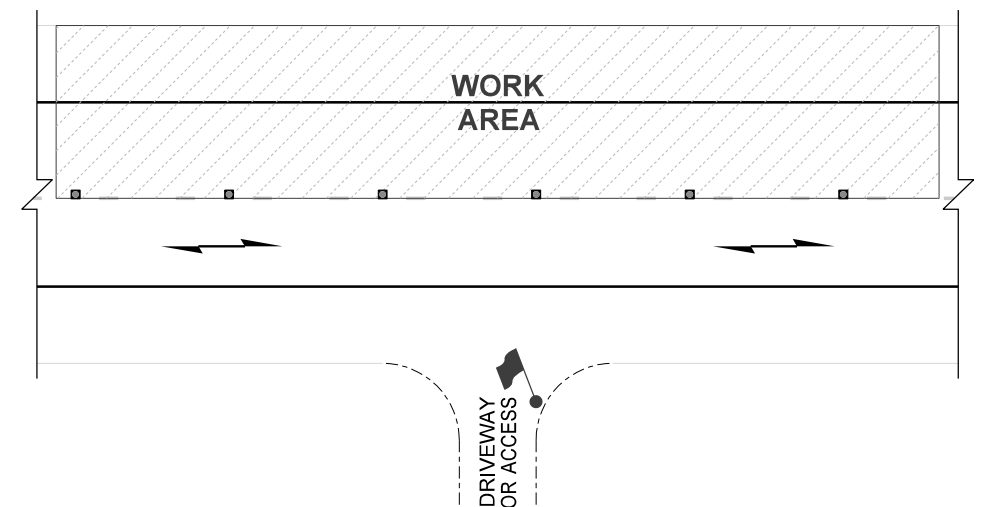
DRIVEWAY OR BUSINESS ACCESS DETAIL
SAME SIDE AS LANE CLOSURE



UNSIGNALIZED INTERSECTING ROADWAY DETAIL OPPOSITE OF LANE CLOSURE



**UNSIGNALIZED INTERSECTING ROADWAY DETAIL
SAME SIDE AS LANE CLOSURE (SINGLE OPEN LANE)**



DRIVEWAY OR BUSINESS ACCESS DETAIL OPPOSITE OF LANE CLOSURE

ALTERNATING 1-LANE, 2-WAY TRAFFIC: FLAGGER-CONTROLLED (45+ MPH HIGHWAYS)

NOT TO SCALE

FILE NAME C:\Users\LintzF\OneDrive - Washington State Department of Transportation\Desktop\Work Zone TCPS\320Hwy45+AltTrafficFlagger.dgn										Plot 2		
TIME	12:13:31 PM				REGION NO.	STATE	FED.AID PROJ.NO.			PLAN REF NO		
DATE	10/31/2022				10	WASH				TC320		
PLOTTED BY	LintzF				JOB NUMBER					SHEET		
DESIGNED BY					CONTRACT NO.		LOCATION NO.			2		
ENTERED BY										OF		
CHECKED BY										2		
PROJ. ENGR.										SHEETS		
REGIONAL ADM.										Page 332 of 350		
REVISION		DATE	BY	P.E. STAMP BOX		DATE	P.E. STAMP BOX		DATE		TYPICAL TRAFFIC CONTROL PLANS	
											Page 134	

WORK ZONE MICROSTATION CELLS:

This Typical Traffic Control Plan has updated work zone cells (as of October 2022) already incorporated. An extensive library of updated work zone cells are now available that appear as full color in Microstation, working with a black or white background. These updated cells have been programmed to automatically print in grayscale when printing in black/white when the color table is up to date (Settings -> Color Table. In the Color Table, select File -> Default and click Attach and Close).

- (1) WSDOT CAE automatically updates WSDOT staff cell libraries (no action needed).
- (2) External users must manually install updated WSDOT cell libraries into Microstation.
See <https://wsdot.wa.gov/engineering-standards/design-topics/engineering-applications/software-resource-updates>

For additional information email HQCAEHelpDesk@wsdot.wa.gov.

UPDATING OLD TRAFFIC CONTROL PLAN CELLS:

Designers should update all the tables at a minimum. The "old" wireframe signs can still be used in PS&Es; however, if time allows the designer can replace them with updated ones in the Microstation work zone cell library. Please do not delete the background on the new signs if used. Only if time allows, the work zone symbols can be updated but it is not necessary. We understand it will take years to complete the transition to the updated work zone cells.

For technical support and guidance see <https://wsdot.wa.gov/engineering-standards/design-topics/engineering-applications/technical-support-guidance>

TYPICAL TCP USAGE EXPLANATION:

- Plot 1:** Flagger-controlled 1-lane, 2-way alternating traffic on **45+ mph 2-lane highways** unshifted within the existing open lane up to 1000' +/- maximum between mainline flaggers and up to 2 driveway, business access, and/or intersecting roadways.
- * To shift open lane over onto shoulder, see TC321
 - * For temporary transverse rumble strips, see TC322
 - * When mainline flaggers are separated more than 1000 feet or when 3+ driveway, business access, and/or intersecting roadways are present, use TC323 (Pilot Car Operation TCP)
 - * **For corridors with high volumes (exceeding 800 vehicles/hour in all directions), contact Region Traffic Operations to determine if the High-Volume version (TC324) should be used.**
 - * For flagger-controlled traffic through signalized intersections, see TC327
 - * For flagger-controlled traffic through roundabouts, see TC328
- If not published yet, they will be added in the future.

- Plot 2:** Details for intersecting roadways and driveway/business access for Plot 1.
- * When 3+ driveway, business access, and/or intersecting roadways are present, use TC323 (Pilot Car Operation TCP)

- Other Alternating Traffic TCPs (45+ mph):** See Typical Traffic Control Plan Library (<https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/plan-sheet-library/work-zone-typical-traffic-control-plans-tcp>)
- * TC320s for variations of flagger-controlled alternating traffic
 - * TC330s for AFAD-controlled alternating traffic
 - * TC340s for temporary signal-controlled alternating traffic plans
 - * TC350s for traffic holds
- If not published yet, they will be added in the future.

- Other Alternating Traffic TCPs (40 mph or less):** See Typical Traffic Control Plan Library (<https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/plan-sheet-library/work-zone-typical-traffic-control-plans-tcp>)
- * TC420s for variations of flagger-controlled alternating traffic
 - * TC430s for AFAD-controlled alternating traffic
 - * TC440s for temporary signal-controlled alternating traffic plans
 - * TC450s for traffic holds
- If not published yet, they will be added in the future.

DESIGNER NOTES:

- A. Contact Region Traffic Operations to determine which Typical TCP(s) to utilize, as their are several variations available (or soon will be).
- B. These typical traffic control plans may be modified for site specific situations and/or WSDOT Region Traffic Operations standard practices. **Typical TCPs are not "Standard Plans".**
- C. **Do not use variable work zone speed limit reductions with flagging or AFAD operations.** These plans are to be used with the existing speed limit (or continuous work zone speed limit reduction, if applicable). Region Traffic Operations must approve all regulatory speed limit reductions and advisory speeds in work zones. See WSDOT Traffic Manual Section 5-18, Executive Order E1060 for details.
- D. See MUTCD Table 6F-1 for additional temporary sign size information. Work zone signs are usually smaller than those used permanently.
- E. WAC 468-95-300 modifies MUTCD Table 6-1 "Recommended Advance Warning Sign Minimum Spacing". Sign spacing may be adjusted for field conditions based on engineering judgement. The Sign Spacing table is acceptable to use in Typical TCPs; however, site-specific traffic control plans should include actual sign spacing values (with +/-) that have been verified in the field, on SR view, or via Google Maps.
- F. When positioned behind channelization devices, temporary signs should be mounted at 5' minimum.
- G. The work zone design speed is typically the posted speed limit (or the work zone speed limit when in effect). For split speed limits (SPEED LIMIT 65 TRUCKS 60), use the higher 65 mph for work zone design. For this Typical TCP, the work zone design speed is based on the existing posted speed limit for sign spacing, channelization device spacing, buffer, and roll ahead distances.
- H. "Flagger tapers" are always 50'-100' per closed lane with 6 devices minimum (10'-20' spacing on the taper), regardless of the posted speed limit or lane width per MUTCD 6C.08, Paragraph 15. Never use "L" for these tapers.
- I. Channelization devices types may be modified (vertical panel channelization devices prohibited). 28" reflective traffic cones are recommended on flagger-controlled alternating traffic (especially for access delineation to maintain visibility for turning motorists). 36" reflective traffic cones, 42" tall channelization devices, or traffic safety drums may be used. Warning lights on channelization devices is being phased out in Washington. Contact Region Traffic Operations for information regarding their standard practices.
- J. Maximum channelization device spacing table for tangents is based on WAC 468-95-301 and may ALWAYS be reduced.
- K. Sequential arrow boards are prohibited at flagger tapers per WSDOT standard practice and per MUTCD Guidance TA-10.
- L. Per MUTCD Section 6C.06, longitudinal buffer spaces are optional. Using longitudinal buffer spaces listed in MUTCD Table 6C-2 is recommended as best practice when feasible, but may be adjusted based on engineering judgement. The Longitudinal Buffer Space table is acceptable in Typical TCPs; however, site-specific traffic control plans should include actual buffer distances that have been verified in the field, on SR view, or via Google Maps.
- M. The lateral buffer (tranverse distance between open travel lanes and work area) is optional. No lateral buffer has been provided in these Typical TCPs due to the low speeds of alternating traffic. Actual work area limits may be modified.
- N. WSDOT best practice is to place a protective vehicle (PV) in the closed lane in advance of the work area for flagger-controlled alternating traffic, but provide a full longitudinal buffer space to provide errant vehicles an opportunity to stop at the posted speed limit on 45+ mph roadways before impacting the PV. If the longitudinal buffer distance must be reduced or eliminated on 45+ mph roadways with flagger-controlled alternating traffic, then upgrade the PV to a transportable attenuator (TA). Additional PVs (or TAs) may be added prior to multiple work crews within a work area. Contact Region Traffic Operations for their standard practice.
- O. Placing channelization devices transversely (at 0° and 3-foot spacing) is an optional strategy to stop move errant drivers traveling within the closed lane(s) but is not shown in the Typical TCP.
- P. The downstream taper of 50'-100' is required on 1-lane, 2-way traffic configurations.
- Q. Duration of traffic holds for driveways, business accesses, and/or roadway approaches is listed as 5 minutes in this Typical Traffic Control Plan, but may be adjusted. Contact Region Traffic Operations for additional guidance.

ALTERNATING 1-LANE, 2-WAY TRAFFIC: FLAGGER-CONTROLLED (45+ MPH HIGHWAYS)

	INFORMATIONAL USE ONLY	Plot 3
		TC320
	DESIGNER GUIDANCE	Page 165

APPENDIX E

Summary of Quantities

Summary of Quantities Citywide Pavement Repair City of Port Orchard Febuary 2023				
SCHEDULE A - Base Bid/Old Clifton Overlay				
	Spec. Section	Item Name	Unit	Quantity
1	1-04.4 STD	Minor Change	CALC	1
2	1-09 STD	Mobilization	LS	1
3	1-07.15 STD	SPCC Plan	LS	1
4	1-10.4 STD	Project Temporary Traffic Control	LS	1
5	2-02 SP	Remove Asphalt Conc. Curb	LF	400
6	4.04 STD	Curshed Surfacing Base Course (Shoulder Ballasting)	TN	280.0
7	5-04 STD	HMA CL. 1/2" PG 58-22 (Overlay)	TN	2390
8	5-04 SP	HMA CL. 1/2" PG 58-22 (Roadway Reconstruction)	SY	398
9	5-04 SP	Planing Bituminous Pavement	SY	2000
10	5-04 STD	Pavement Repair Excavtion Incl. Haul	SY	398
11	5-04 SP	4" HMA Wedge Curb	LF	400
12	5-04 SP	Crack Sealing	FA	1
13	7-05 STD	Adjust Catch Basin	EA	3
14	7-05 STD	Adjust Manhole	EA	8
15	7-12 SP	Adjust Valve Box	EA	1
16	8-02 STD	Inlet Protection	EA	5
17	8-22 STD	Paint Line	LF	14700
18	8-22 STD	Plastic Crosswalk Line (Type A Thermoplastic)	SF	180
19	8-22 STD	Plastic Stop Line (Type A Thermoplastic)	LF	65
20	8-22 STD	Plastic Traffic Arrow (Type A Thermoplastic)	EA	17
SCHEDULE B - Sidney Rd.				
	Spec. Section	Item Name	Unit	Quantity
101	1-04.4 STD	Minor Change	CALC	1
102	1-09 STD	Mobilization (10%)	LS	1
103	1-10 STD	Project Temporary Traffic Control (10%)	LS	1
104	5-04 STD	Pavement Repair Excavtion Incl. Haul	SY	852
105	5-04 SP	Curshed Surfacing Base Course for Pavement Repair	TN	90
106	5-04 SP	HMA CL. 1/2" PG 58-22 (Roadway Reconstruction)	SY	852
107	5-04 STD	Crack Sealing	LF	10510
108	7-12 SP	Adjust Valve Box	EA	3
109	8-22 STD	Paint Line	LF	1290
110	8-22 STD	Plastic Crosswalk Line (Type A Thermoplastic)	SF	200
111	8-22 STD	Plastic Stop Line (Type A Thermoplastic)	LF	40
112	8-22 STD	Plastic Traffic Arrow (Type A Thermoplastic)	EA	2
SCHEDULE C - Bethel Rd.				
	Spec. Section	Item Name	Unit	Quantity
201	1-04.4 STD	Mobilization (10%)	LS	1
202	1-09 STD	Minor Change	CALC	1
203	1-10 STD	Project Temporary Traffic Control (10%)	LS	1
204	2-02 STD	Removing Cement Concrete Sidewalk	SY	40
205	5-04 STD	Pavement Repair Excavtion Incl. Haul	SY	1550
206	5-04 SP	Curshed Surfacing Base Course for Pavement Repair	TN	160
207	5-04 SP	HMA CL. 1/2" PG 58-22 (Roadway Reconstruction)	SY	1550
208	5-04 STD	Crack Sealing	LF	750
209	7-05 STD	Adjust Manhole	EA	3
210	8-04 STD	Cement Concrete Pedestrian Curb	LF	60
211	8-04 STD	Cement Concrete Traffic Curb and Gutter	LF	60
212	8-14 STD	Cement Concrete Curb Ramp Type Parallel A	EA	2
213	8-14 STD	Cement Concrete Sidewalk	SY	35
214	8-22 STD	Paint Line	LF	630
215	8-22 STD	Plastic Crosswalk Line (Type A Thermoplastic)	SF	280
216	8-22 STD	Plastic Stop Line (Type A Thermoplastic)	LF	40
217	8-22 STD	Plastic Traffic Arrow (Type A Thermoplastic)	EA	4
SCHEDULE D - Shop Facility				
	Spec. Section	Item Name	Unit	Quantity
301	1-04.4 STD	Minor Change	CALC	1
302	1-09 STD	Mobilization (10%)	LS	1
303	5-04 STD	HMA CL. 1/2" PG 58-22 (Paved Lot) 4" depth	TN	240
Plus tax (Rule 170)				
SCHEDULE E - Decant Facility				
	Spec. Section	Item Name	Unit	Quantity
401	1-04.4 STD	Minor Change	CALC	1
402	1-09 STD	Mobilization (10%)	LS	1
403	5-04 STD	HMA CL. 1/2" PG 58-22 (Paved Lot) 4" depth	TN	40
Plus tax (Rule 170)				
SCHEDULE F - Carl Pickle Dr.				
	Spec. Section	Item Name	Unit	Quantity
501	1-04.4 STD	Minor Change	CALC	1
502	1-09 STD	Mobilization (10%)	LS	1
503	1-10 STD	Project Temporary Traffic Control (10%)	LS	1
504	5-04 STD	Pavement Repair Excavtion Incl. Haul	SY	88
505	5-04 SP	Curshed Surfacing Base Course for Pavement Repair	TN	10
506	5-04 SP	HMA CL. 1/2" PG 58-22 (Roadway Reconstruction)	SY	88
507	5-04 STD	Crack Sealing	LF	130
508	8-22 STD	Paint Line	LF	160

EXHIBIT C5% RETAINAGE INVESTMENT OPTION¹

Contractor: _____

Project Name: _____

Date: _____ Project Number: _____

Pursuant to RCW 60.28.010, as amended, you may exercise an option as to how the 5% retainage under this contract will be invested. Please complete and sign this form indicating your preference. If you fail to do so you will miss the benefit of any interest earned. Select one of the following options:

☐

1. **Savings Account:** Money will be placed in an interest-bearing account. The interest will be paid to you directly, rather than kept on deposit. If this is your choice, then please complete attached *SAVINGS ACCOUNT AGREEMENT*. Please state the name of your bank.

Bank: _____

☐

2. **Escrow/Investments:** The City will deliver retainage checks to a selected bank, pursuant to an escrow agreement. The bank will then invest the funds in securities or bonds selected by you, and interest will be paid to you as it accrues. If this is your choice, then please complete attached *ESCROW AGREEMENT*.

Preferred Bank: _____

Securities/Bonds: _____

☐

3. **Guarantee Deposit:** Retainage will be held by the City. No interest is payable to the Contractor.

Retainage is normally released 45 days after final acceptance of the work or following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be longer, due to its seasonal nature. However, if this project is subject to grant funding, then the retainage may also be held until such time as the Contractor meets its obligations to the City to provide required information and documentation for compliance with the grant funding requirements.

State law allows for limited early release of retainage in certain circumstance.

*Contractor's Signature*_____
Title

¹ If the Contractor opts to post a retainage bond under RCW 60.28.011, such bond shall be in a form acceptable to the City, shall be with a surety with a minimum of A.M. Best financial strength rating of a minimum of A-.



City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366

(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.:	Business Item 7E	Meeting Date:	August 8, 2023
Subject:	Adoption of a Resolution Approving the	Prepared by:	Jacki Brown, Interim
	Purchase of a Tire Changer and Tire		Public Works Director
	Balancer for the Equipment Rental	Atty Routing No.:	366922-0009
	Revolving Fund 500	Atty Review Date:	August 2, 2023

Summary: The City requires equipment to assist the City's mechanics to work on the City fleet efficiently and safely. The 2023-2024 Biennial Budget includes funding in the Equipment Rental Revolving Fund 500 (ER&R) for a tire machine for this purpose.

The City has an interlocal agreement with purchasing cooperative Sourcewell (City Contract No. C075-14). Pursuant to the City's policies, staff identified a tire changer and tire balancer manufactured by Mohawk Lifts as the desired equipment for purchase. The City's Public Works Department then identified Mohawk Lifts as an approved vendor for the desired equipment, awarded via Sourcewell Contract No. 013020-MRL. Staff reviewed the procurement process utilized by Sourcewell for this contract, confirming the procurement requirements were met and obtained necessary documentation regarding procurement. On July 12, 2023, pursuant to the City's Procurement Procedures Policies adopted as Resolution No. 073-23, as amended, Public Works staff requested and received a quote for the tire changer in the amount of \$8,598.77 and the tire balancer in the amount of \$15,506.54, for a total of \$24,105.32 (applicable tax included) from Mohawk Lifts for a professional tire changer and balancer.

On July 13, 2023, the City's Public Works Department completed the Interlocal Agreement Purchase Checklist for Mohawk Lifts. Staff confirmed the quoted price is consistent with the pricing set out in the Sourcewell contract and that all applicable statutory procurement requirements were met. The 2023-2024 Budget includes \$15,000 in the Equipment Rental Revolving Fund 500 (ER&R) for the ER&R equipment. Due to rising prices and supply chain issues the cost of the tire changer and tire balancer is higher than budgeted by \$9,105.32 for a total cost of \$24,105.32. The ER&R budget has funding to cover this increase.

Recommendation: Staff recommends adopting a Resolution approving the purchase of a Professional Tire Changer and Elite Balancer and in accordance with the City's Equipment Rental Revolving Fund 500 (ER&R) policies and the 2023-2024 Biennial Budget.

Relationship to Comprehensive Plan: N/A

Motion for consideration: “I move to adopt a Resolution authorizing the purchase of a maintenance equipment in accordance with the City’s Equipment Rental Revolving Fund 500 (ER&R) policies and the 2023-2024 Biennial Budget.”

Fiscal Impact: The cost of the equipment is \$24,105.32. The 2023-2024 Budget includes \$15,000 for the equipment (GL Code 500.10.594.18.60). A budget adjustment may be needed.

Alternatives: Do not approve and provide alternative guidance.

Attachment: Resolution, Exhibit A: Vendor quote and ILA Checklist

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING THE PURCHASE OF A TIRE CHANGER AND TIRE BALANCER FOR THE EQUIPMENT RENTAL REVOLVING FUND 500 (ER&R) AND DOCUMENTING PROCUREMENT PROCEDURES.

WHEREAS, the City requires equipment to assist the City mechanics to work on the City fleet efficiently and safely; and

WHEREAS, the City has an interlocal agreement with purchasing cooperative Sourcewell (City Contract No. C075-14), which allows the City to utilize the contracts procured by Sourcewell for services and purchases, so long as the City confirms the contract complies with all applicable statutory procurement requirements for the purchase or service, per RCW 39.34.030; and

WHEREAS, pursuant to the City's policies, staff identified a tire changer and tire balancer manufactured by Mohawk Lifts as the desired equipment for purchase; and

WHEREAS, consistent with City Contract No. C075-14 and the City's Procurement Procedures Policies, adopted as Resolution No. 073-23, as amended, the City's Public Works Department identified Mohawk Lifts, LLC as an approved vendor for the desired equipment, awarded via Sourcewell Contract No. 013020-MRL; and

WHEREAS, Staff reviewed the procurement process utilized by Sourcewell for this contract to confirm the procurement requirements were met and obtained necessary documentation from Sourcewell and the vendor to confirm statutory procurement requirements were met; and

WHEREAS, on July 12, 2023, Public Works staff requested and received a quote for the Tire Changer in the amount of \$8,598.77 and the Tire Balancer in the amount of \$15,506.54 for a total of \$24,105.32 (applicable tax included) from Mohawk Lifts, LLC; and

WHEREAS, on July 13, 2023, the City's Public Works Department completed the Interlocal Agreement Purchase Checklist for the selected vendor and confirmed the quoted price was consistent with Sourcewell Contract No. 013020-MRL; and

WHEREAS, the 2023-2024 Biennial Budget includes \$15,000 funding in Equipment Rental and Revolving Fund 500 (ER&R) for the purchases of the equipment, respectively; and

WHEREAS, the Mohawk Lift Quotes, attached as Exhibit A are for the purchase of ER&R Equipment in an amount that exceeds the \$15,000 amount included in the 2023-2024 Biennial Budget; and

WHEREAS, the City's Procurement Policy states purchases exceeding \$7,500 that are not consistent with the adopted budget require Council approval; and

WHEREAS, the Port Orchard City Council, at the 2015 recommendation of the State Auditor's Office, wishes to document their selection/procurement process as described herein for this purchase by Resolution; now, therefore,

**THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES
AS FOLLOWS:**

THAT: It is the intent of the Port Orchard City Council that the recitals set forth above are hereby adopted and incorporated as findings in support of this Resolution.

THAT: The City Council approves the purchase of equipment from Mohawk Lifts, LLC consistent with Exhibit A hereto in the amount of \$24,105.32 (applicable tax included). The Mayor or his designee is authorized to take all actions necessary to effectuate the purchase consistent with this authorization.

THAT: The Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Port Orchard, **SIGNED** by the Mayor and attested by the City Clerk in authentication of such passage on this 8th day of August 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

MOHAWK LIFTS

Vendor: **MOHAWK LIFTS LLC**
 PO Box 110, Amsterdam, NY 12010
HUNTER@MOHAWKLIFTS.COM
 Karly 800-833-2006 x7777



HUNTER
 Engineering Company

For purchase of Hunter equipment using:

Sourcewell Contract #
013020-MRL
Valid: 04/14/2020 - 04/13/2024

All quoted equipment has been Competitively Bid and Competitively Awarded on Sourcewell Contract # 013020-MRL, and is Guaranteed Best government pricing. Freight, Installation, Training & Training Certificates Included @ No Charge.

CUSTOMER
Tim Johnson City of Port Orchard 1535 Vivian ct Port Orchard, WA 98360 360-535-2473

QUOTE NUMBER	QUOTE DATE
PortOrchard.SWE12.062623	7/12/2023
Freight Terms:	FOB Destination, Prepaid
Payment Terms:	Net 30
Lead Time:	Model Dependent
Good Through:	August 1, 2023

PART #	DESCRIPTION	QTY	LIST PRICE	CONTRACT PRICE	TOTAL
SWE12	SmartWeight~ Elite Balancer- Includes touch screen interface, SmartWeight, eCal auto calibration, TPMS Specs, wheel lift, TDC laser. Cones/Collets and flange plates sold separately.	1	\$ 15,522.65	\$ 12,122.15	\$ 12,122.15
20-2765-1	BullsEye collet kit and front mounted storage for Touch balancers - Includes BullsEye collets, offset spacer 20-2711-1, 6" cup 175-392-1, storage 56-70-2, and bracket 14-1470-005. Note: incl. w/RFE, compatible with SWT and SWE, NOT compatible with SWP	1	\$ 1,019.00	\$ 909.45	\$ 909.45
20-3358-1	Economy MD collet kit provides broad coverage for most medium duty applications. Does not handle the large 8 lug/8.7" bore found on some MD trucks. 20-2977-2 covers that application. Includes application chart for quick and easy adaptor look up.	1	\$ 1,294.73	\$ 1,155.54	\$ 1,155.54

Click here for Mohawk Lifts LLC Form W9: mohawklifts.com/w9

Subtotal	\$ 14,187.14
Sales Tax (if applicable)	\$ 1,319.40
TOTAL	\$ 15,506.54

NOTES:

This quotation is subject to the terms and conditions noted on the following page

POR v5.23

TERMS AND CONDITIONS

- 1) This order is subject to the standard terms and conditions of the above named contract and the corresponding master agreement, which are hereby incorporated by reference and accessible at www.govlifts.com.
- 2) The quoted prices have been competitively bid and awarded and are guaranteed to be the lowest government prices.
- 3) Electrical and compressed air connections to equipment are not included on this quotation. Any required concrete or electrical work is to be supplied by an outside contractor or the buyer and is not included in this quote.
- 4) All software pre-installed on, or subsequently released by Hunter for, Hunter equipment is licensed pursuant to the Hunter Engineering Company End User License Agreement ("EULA") accompanying such software. By placing an order for, purchasing, or using Hunter equipment, you acknowledge and agree to be legally bound by the EULA, which is hereby incorporated by reference.
- 5) Each party will agree to defend, hold harmless, and indemnify the other from any cost, loss, or damages of any type, including attorney fees, to the extent that they arise from the breach of the Agreement and/or willful misconduct or negligence.
- 6) The buyer is responsible for inspecting all products at the time of delivery and before signing the delivery receipt, freight bill, or bill of lading. Should the buyer determine at the time of delivery that any items are damaged or missing the buyer must note the item, discrepancy, or condition on the delivery receipt, freight bill, or bill of lading. Mohawk is not responsible for missing or damaged products when the buyer has signed the delivery receipt, freight bill, or bill of lading in good condition.
- 7) A fork truck must be supplied at the offload site to unload the equipment from the freight carriers and, if applicable, for installation.
- 8) Price does not include sales tax (unless applicable), duties, brokerage, or any other fees.
- 9) Any and all permits, licenses, fees, etc. are the buyers responsibility

DUNS: 117797939 / CAGE CODE: 8VDK6 / UEI: F9QME4G11RT5 / FEIN: 85-3221959 / SMALL BUSINESS SAM REGISTERED

POR

PortOrchard.SWE12.062623

v5.23

To place your order using this quotation, please fill in the following required information:

☐ Same as
Billing

BILLING INFORMATION

SHIPPING INFORMATION

Name: _____

Address: _____

Contact: _____

Phone: _____

Email: _____

Name: _____

Address: _____

Contact: _____

Phone: _____

Email: _____

Delivery Hours/Instructions: _____

Acknowledged and Accepted by:

Authorized Buyers Name (PRINT)

Authorized Buyers Signature

Title

Date

Phone

Email

Remit orders to:

MOHAWK LIFTS LLC

PO Box 110, Amsterdam, NY 12010

HUNTER@MOHAWKLIFTS.COM

MOHAWK LIFTS

Vendor: **MOHAWK LIFTS LLC**
 PO Box 110, Amsterdam, NY 12010
HUNTER@MOHAWKLIFTS.COM
 Karly 800-833-2006 x7777



HUNTER
 Engineering Company

For purchase of Hunter equipment using:

Sourcewell Contract #
013020-MRL
Valid: 04/14/2020 - 04/13/2024

All quoted equipment has been Competitively Bid and Competitively Awarded on Sourcewell Contract # 013020-MRL, and is Guaranteed Best government pricing. Freight, Installation, Training & Training Certificates Included @ No Charge.

CUSTOMER
Tim Johnson City of Port Orchard 1535 Vivian ct Port Orchard, WA 98360 360-535-2473

QUOTE NUMBER	QUOTE DATE
PortOrchard.TCX51E.071323	7/13/2023
Freight Terms:	FOB Destination, Prepaid
Payment Terms:	Net 30
Lead Time:	Model Dependent
Good Through:	August 2, 2023

PART #	DESCRIPTION	QTY	LIST PRICE	CONTRACT PRICE	TOTAL
TCX51E	Professional Tire Changer, Table-Top Design, Hi-Power 110/220V motor, plastic M/D Head w/ Std. Acc, Swing Arm, Bead Press Arm, Includes 2 Polymer M/D Heads, 10"-26" clamping range. (Suitable for 110/15A or 220V/20A hook up), Red only.	1	\$ 10,074.02	\$ 7,867.13	\$ 7,867.13

Click here for Mohawk Lifts LLC Form W9: mohawklifts.com/w9

NOTES:

Subtotal	\$ 7,867.13
Sales Tax (if applicable)	\$ 731.64
TOTAL	\$ 8,598.77

This quotation is subject to the terms and conditions noted on the following page

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V7.23

TERMS AND CONDITIONS

- 1) This order is subject to the standard terms and conditions of the above named contract and the corresponding master agreement, which are hereby incorporated by reference and accessible at www.govlifts.com.
- 2) The quoted prices have been competitively bid and awarded and are guaranteed to be the lowest government prices.
- 3) Electrical and compressed air connections to equipment are not included on this quotation. Any required concrete or electrical work is to be supplied by an outside contractor or the buyer and is not included in this quote.
- 4) All software pre-installed on, or subsequently released by Hunter for, Hunter equipment is licensed pursuant to the Hunter Engineering Company End User License Agreement ("EULA") accompanying such software. By placing an order for, purchasing, or using Hunter equipment, you acknowledge and agree to be legally bound by the EULA, which is hereby incorporated by reference.
- 5) Each party will agree to defend, hold harmless, and indemnify the other from any cost, loss, or damages of any type, including attorney fees, to the extent that they arise from the breach of the Agreement and/or willful misconduct or negligence.
- 6) The buyer is responsible for inspecting all products at the time of delivery and before signing the delivery receipt, freight bill, or bill of lading. Should the buyer determine at the time of delivery that any items are damaged or missing the buyer must note the item, discrepancy, or condition on the delivery receipt, freight bill, or bill of lading. Mohawk is not responsible for missing or damaged products when the buyer has signed the delivery receipt, freight bill, or bill of lading in good condition.
- 7) A fork truck must be supplied at the offload site to unload the equipment from the freight carriers and, if applicable, for installation.
- 8) Price does not include sales tax (unless applicable), duties, brokerage, or any other fees.
- 9) Any and all permits, licenses, fees, etc. are the buyers responsibility

DUNS: 117797939 / CAGE CODE: 8VDK6 / UEI: F9QME4G11RT5 / FEIN: 85-3221959 / SMALL BUSINESS SAM REGISTERED

POR

PortOrchard.TCX51E.071323

V7.23

To place your order using this quotation, please fill in the following required information:

☐ Same a
Billing

BILLING INFORMATION

SHIPPING INFORMATION

Name: _____

Address: _____

Contact: _____

Phone: _____

Email: _____

Name: _____

Address: _____

Contact: _____

Phone: _____

Email: _____

Delivery Hours/Instructions: _____

Acknowledged and Accepted by:

Authorized Buyers Name (PRINT)

Authorized Buyers Signature

Title

Date

Phone

Email

Remit orders to:

MOHAWK LIFTS LLC

PO Box 110, Amsterdam, NY 12010

HUNTER@MOHAWKLIFTS.COM

CITY OF PORT ORCHARD
PURCHASES THROUGH INTERLOCAL AGREEMENTS

City Contract No.:075-14_____

Interlocal Agreement with the Host Agency (government agency or Purchasing Co-Op name): Sourcewell

Item Description: Smartweight Balancer, & storage, Kit Collet Kit Professional Tire Changer

Do you have an Interlocal agreement signed with the Contract (host) Agency?

- ☒ If yes, where is it filed: City Clerk
- ☐ If no, get a mutually signed Agreement in place before you continue.

State OSP Contract No.: Sourcewell Contract 013020-MRL

If you have an Office of State Procurement (OSP) contract number you may skip the remainder of this test because the OSP contracts comply with remaining requirements and retain the documentation on hand for SAO to review in the OSP offices.

Is this a technology contract?

- ☐ If yes, do your own rules allow for technology contracts to be negotiated?
- ☐ If your own rules allow for negotiated IT contracts, you can skip this test.

Is this a services contract?

- ☐ If yes, do your own rules allow services to be negotiated?
- ☐ If your own rules allow for negotiated services, you can skip the remainder of the test.

Are you using this as only one of multiple quotes, for a small purchase?

- ☐ If yes, you can skip the remainder of the test. Your purchase will not mandate the sealed bid rules.

Checklist for Required Compliance

Is the Host agency a public agency ¹ ?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, what state laws apply to Host Agency: Minnesota
Does the host agency have a requirement to run a newspaper ad in their local paper and did they comply	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Federal and State contract rules usually don't require a newspaper ad. For others, attach the ad or place into the file
Did they list on the public agency's website?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, state when and the address, and proof of date, address shall be attached or placed into the file. If No, you cannot use the bid.
Did the bid & award comply with the Host agency's state procurement laws?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, obtain documentation to support answer from Host Agency. If No, you cannot use the bid.

¹ RCW 39.34.020 (1), "public agency" means any agency, political subdivision, or unit of local government of this state including, but not limited to, municipal corporations, quasi municipal corporations, special purpose districts, and local service districts; any agency of the state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any political subdivision of another state



**City of Port Orchard
Council Meeting Minutes
Regular Meeting of July 11, 2023**

1. CALL TO ORDER AND ROLL CALL

Mayor Putaansuu called the meeting to order at 6:30 p.m.

Roll call was taken by the City Clerk as follows:

Mayor Pro-Tem Trenary	Present
Councilmember Chang	Present
Councilmember Clauson	Present
Councilmember Cucciardi	Present via Zoom
Councilmember Diener	Absent
Councilmember Lucarelli	Present via Zoom
Councilmember Rosapepe	Present
Mayor Putaansuu	Present

Staff present: Public Works Director Lang, Utilities Manager J. Brown, Community Development Director Bond, City Attorney Archer, HR Director Lund, City Clerk Wallace, and Deputy City Clerk Floyd,

The meeting streamed live on YouTube.

A. PLEDGE OF ALLEGIANCE (Time Stamp 00:32)

Mayor Putaansuu led the audience and Council in the Pledge of Allegiance.

2. APPROVAL OF AGENDA (Time Stamp: 00:54)

MOTION: By Councilmember Trenary, seconded by Councilmember Rosapepe, to add the excusal of Councilmember Diener for personal reasons.

The motion carried.

MOTION: By Councilmember Trenary, seconded by Councilmember Lucarelli, to remove Business Item 7A (South Kitsap Fire and Rescue Levy Ballot Measure) from the agenda.

In response to Councilmember Rosapepe, Councilmember Trenary explained raising awareness through the public hearing is important for the citizens, but the idea of providing an official Council position that was discussed during a previous meeting and was unofficially voted down at that point, sets a bad precedent.

Councilmember Rosapepe voiced his concerns with removing this item from the agenda.

Councilmember Cucciardi and Lucarelli voiced their agreement with removing the item from the agenda but still holding the public hearing.

The motion moved. Councilmember Rosapepe voted no.

MOTION: By Councilmember Chang, seconded by Councilmember Rosapepe, to approve the agenda as amended.

The motion carried.

3. CITIZENS COMMENTS (Time Stamp: 05:59)

There were no citizen comments.

4. CONSENT AGENDA (Time Stamp: 06:55)

- A.** Approval of Voucher Nos. 86261 through 86295 including bank drafts in the amount of \$374,117.27 and EFT's in the amount of \$153,265.47 totaling \$527,382.74.
- B.** Approval of Payroll Check Nos. 86296 through 86303 including bank drafts and EFT's in the amount of \$255,807.44 and Direct Deposits in the amount of \$246,605.82 totaling \$502,413.26.
- C.** Adoption of an Ordinance Amending Port Orchard Municipal Code Chapter 10.12 Related to Parking, Stopping, or Standing in Certain Areas of the City (**Ordinance No. 019-23**)
- D.** Adoption of a Resolution Authorizing the Mayor to Sign a Release of Deed Restriction for Lots 1, 2, and 3 of Port Orchard Industrial Park Division 2 (**Resolution No. 070-23**)
- E.** Adoption of a Resolution Approving a Decrease from State Approved Maximum Speed Limits on City Streets (**Resolution No. 071-23**)
- F.** Adoption of a Resolution Declaring Certain Personal Property as Surplus and Authorizing its Disposition Thereof (**Resolution No. 072-23**)
- G. NEW:** Excusal of Councilmember Diener Due to Personal Reasons

MOTION: By Councilmember Clauson, seconded by Councilmember Trenary, to approve the Consent Agenda as amended.

The motion carried.

5. PRESENTATION (Time Stamp: 07:20)

Mayor Putaansuu noted the Association of Washington Cities Update presentation will be held at a later date.

A. Downtown Projects and Funding (Time Stamp 07:43)

Community Development Director Bond showed a presentation 'Downtown Revitalization' which highlighted downtown projects-total investment, marina breakwater, electric ferry and charging infrastructure, Bay Street reconstruction, Bay Street Pedestrian Path Phase 2, Bay Street Pedestrian Path West pre-design, City Hall reskin project, community event center, Orchard Street plaza, marina lift station, environmental cleanup, Kitsap Bank headquarters, and 429 Bay Street.

B. Association of Washington Cities Update

Presentation moved to a later date.

6. PUBLIC HEARING

A. South Kitsap Fire and Rescue Levy Ballot Measure (Time Stamp 14:39)

Mayor Putaansuu opened the public hearing at 6:45 p.m.

City Attorney Archer spoke to the proposition and noted State law states the City is prohibited from using a public facility to campaign for a particular ballot. This public hearing is a limited exception, in that Council has directed a public hearing to hear from citizens in support, or opposition of the measure. She reminds Council that after the public hearing, Council retains the ability to take action to oppose or support the item.

Peter B., Steve Wright, John M. Andy Mitchell, and Fire Chief Faucett, voiced their support of the fire levy.

There being no further testimony, Mayor Putaansuu closed the public hearing at 6:59 pm.

7. BUSINESS ITEMS

A. Adoption of an Ordinance Adopting New Port Orchard Municipal Code Chapters 13.05 (Fats, Oil and Grease) and 13.07 (Cross Connection Control) (Time Stamp: 29:11)

MOTION: By Councilmember Chang seconded by Councilmember Rosapepe, to adopt an ordinance adopting new Chapters 13.05 and 13.07, establishing regulations for the discharge of Fats, Oil and Grease and Cross Connection Control within the City.

The motion carried.
(Ordinance No. 020-23)

B. Adoption of a Resolution Amending the Procurement Policy to Increase Delegated Authority for Public Works Change Orders and Contract Amendments (Time Stamp 32:07)

MOTION: By Councilmember Clauson, seconded by Councilmember Trenary, to adopt a resolution amending the City's Procurement Policies pertaining to delegation of authority for Public Works Change Orders and Contract Amendments.

Councilmember Clauson pointed out a scrivener's error on the second page of the resolution. The sentence currently reads 'For contracts with an initial unbudgeted value under \$7,5000...', and should state 'For contracts with an initial unbudgeted value under \$7,500...'.

The motion carried.
(Resolution No. 073-23)

C. Approval of Amendment No. 5 to Contract No. 048-20 with Consor North America, Inc. for Well No. 11 Site Improvement Project (Time Stamp 38:35)

MOTION: By Councilmember Lucarelli, seconded by Councilmember Clauson, to authorize the Mayor to execute Amendment No. 5 to Contract No. C048-20 with Consor North America, Inc. for the McCormick Woods Well No. 11 Site Improvement Project.

The motion carried.

D. Approval of the June 13, 2023, City Council Meeting Minutes (Time Stamp 42:13)

MOTION: By Councilmember Clauson, seconded by Councilmember Trenary, to approve the Council meeting minutes of June 13, 2023.

The motion carried.

E. Approval of the June 20, 2023, City Council Work Study Meeting Minutes (Time Stamp 42:44)

MOTION: By Councilmember Rosapepe, seconded by Councilmember Cucciardi, to approve the June 20th work study meeting minutes as presented.

The motion carried. Councilmember's Clauson and Trenary abstained.

8. DISCUSSION ITEMS (No Action to be Taken)

There were no discussion items.

9. REPORTS OF COUNCIL COMMITTEES (Time Stamp: 43:30)

Mayor Putaansuu reported the Finance Committee is scheduled to meet July 18th. The Transportation Committee meeting is scheduled to meet July 25th. The Festival of Chimes and Lights Committee is scheduled to meet July 17th. The Land Use Committee is scheduled to meet July 19th. The Sewer Advisory Committee is scheduled to meet September 20th.

He also reported on a Department of Emergency Management meeting.

10. REPORT OF MAYOR (Time Stamp 46:44)

The Mayor reported on the following:

- Meeting with dignitaries and local officials in downtown Port Orchard.

11. REPORT OF DEPARTMENT HEADS (Time Stamp 52:59)

Public Works Director Lang said this will be his last meeting with the City and thanked Council and staff for 12 years of work and wished everyone the best.

Community Development Director Bond thanked Mr. Lang and also reported on new development in the City and spoke to their new online permitting process.

City Attorney Archer said Mr. Lang will be missed and gave a report on the Grants Pass matter.

HR Director Lund spoke to working with Mr. Lang and said it has been a pleasure.

City Clerk Wallace said she echo's everyone's comments about Tony and reported on public records requests.

12. CITIZEN COMMENTS (Time Stamp 1:01:47)

Dave Kimball thanked the Council for making the decision to not support or oppose the fire levy and pull the item from the agenda.

13. EXECUTIVE SESSION

There was no executive session.

14. GOOD OF THE ORDER (Time Stamp 1:03:39)

Councilmember Rosapepe would like to codify the Council's decision on bond and levy endorsements. Mayor Putaansuu said this will be added to the September's work study meeting for discussion.

15. ADJOURNMENT

The meeting adjourned at 7:35 p.m. No other action was taken. Audio/Visual was successful.

Brandy Wallace, MMC, City Clerk

Robert Putaansuu, Mayor