**GOODS AND SERVICES AGREEMENT**

**FOR**

**2021 STORM DRAIN CCTV INSPECTION AND ASSESSMENT**

This Goods and Services Agreement (“Agreement”) is made between the City of Federal Way, a Washington municipal corporation (“City”), and Insert Contractor’s Co. Name, a Insert type of organization and State where organized, i.e. “Washington corporation” or “a sole proprietor” (“Contractor”). The City and Contractor (together “Parties”) are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

|  |  |
| --- | --- |
| **INSERT CONTRACTOR’S CO. NAME:**Insert Contact Name Insert Contractor’s Address Address - Continued Insert Telephone Number (telephone)Insert Fax Number (facsimile)Insert email address | **CITY OF FEDERAL WAY:**Kent Smith, P.E.33325 8th Ave. S.Federal Way, WA 98003-6325(253) 835-2753(253) Insert Fax Number (facsimile)Kent.Smith@cityoffederalway.com |

The Parties agree as follows:

**1. TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than December 31, 2021 (“Term”). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

**2. WORK.**

 2.1 Work. The Contractor shall provide goods, materials or services and otherwise perform the work more specifically described in Exhibit “A,” attached hereto and incorporated by this reference (“Work”), performed to the City’s satisfaction, within the time period prescribed by the City and pursuant to the direction of the Mayor or his or her designee.

2.2 Warranties. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Work and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining a City of Federal Way business registration. The Contractor warrants it will provide services in a manner consistent with the accepted practices for other similar services within the Puget Sound region in effect at the time those services are performed. The Contractor warrants goods are merchantable, are fit for the particular purpose for which they were obtained, and will perform in accordance with their specifications and Contractor’s representations to City. The Contractor shall, at its sole cost and expense, correct all Work performed which the City deems to have defects in workmanship and material discovered within one (1) year after the City’s final acceptance of the Work. This Agreement is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A RCW. In the event any part of the goods are repaired, only original replacement parts shall be used; rebuilt or used parts are not acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) 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.

2.3 Time, Documentation, and Inspection. Work shall begin immediately upon the effective date of this Agreement. Work shall be subject, at all times, to observation and inspection by and with approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Work in accordance with this Agreement, notwithstanding the City’s knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.

2.4 Clean Up. At any time ordered by the City and immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the Contractor fails to perform the necessary clean up, the City may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

**3. TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days’ written notice at its address set forth on the signature block of this Agreement. The City may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12 and such may result in ineligibility for further City agreements.

**4. COMPENSATION.**

4.1 Amount. In return for the Work, the City shall pay the Contractor an amount not to exceed a maximum amount and according to arate or method as delineated in Exhibits “A” and “B,” attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibits “A” and “B,” the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4.2 Method of Payment. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, including a description of what Work have been performed, the name of the personnel performing such Work, and any hourly labor charge rate for such personnel. The Contractor shall also submit a final bill upon completion of all Work. Payment shall be made on a monthly basis by the City only after the Work has been performed and within thirty (30) days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Work does not meet the requirements of this Agreement, the Contractor 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.

4.3 Defective or Unauthorized Work. If any goods, materials, or services provided under this Agreement are either defective, unauthorized, or otherwise do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement and the City reserves the right to withhold payment from the Contractor until the goods, materials, or services are acceptable to the City. If Contractor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Contractor shall be liable to the City for any additional costs incurred by the City. “Additional costs” shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due or to become due the Contractor.

4.4 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 not be obligated to make payments for Work or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Work for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

4.5 Final Payment: Waiver of Claims. Contractor’s acceptance of final payment shall constitute a waiver of any and all claims, except those previously and properly made and identified by Contractor as unsettled at the time request for final payment is made.

**5. INDEMNIFICATION.**

5.1 Contractor Indemnification. The Contractor agrees to release indemnify, defend, and hold the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties expenses, attorney’s fees, costs, and/or litigation expenses to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or in connection with this Agreement or the performance of this Agreement, except for that portion of the claims caused by the City’s sole negligence. 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, the Contractor’s liability hereunder shall be only to the extent of the Contractor’s negligence. Contractor shall ensure that each sub-contractor shall agree to defend and indemnify the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph. 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.

5.2 Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor’s indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers’ compensation acts, disability benefit acts or any other benefits acts or programs. The Parties further acknowledge that they have mutually negotiated this waiver.

5.3 City Indemnification. The City agrees to release, indemnify, defend and hold the Contractor, its officers, directors, shareholders, partners, employees, agents, representatives, and sub- contractors harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, losses, fines, fees, penalties expenses, attorney’s fees, costs, and/or litigation expenses to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the City.

5.4 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

**6. INSURANCE.** The Contractor agrees to carry insurance for liability which may arise from or in connection with the performance of the services or work by the Contractor, their agents, representatives, employees or subcontractors for the duration of the Agreement and thereafter with respect to any event occurring prior to such expiration or termination as follows:

6.1. Minimum Limits. The Contractor agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating that is satisfactory to the City:

a. Commercial general liability insurance covering liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury, bodily injury, death, property damage, products liability, advertising injury, and liability assumed under an insured contract with limits no less than $1,000,000 for each occurrence and $2,000,000 general aggregate.

b. Workers’ compensation and employer’s liability insurance in amounts sufficient pursuant to the laws of the State of Washington;

c. Automobile liability insurance covering all owned, non-owned, hired and leased vehicles with a minimum combined single limits in the minimum amounts required to drive under Washington State law per accident for bodily injury, including personal injury or death, and property damage.

6.2. No Limit of Liability. 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. 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.

6.3. Additional Insured, Verification. The City shall be named as additional insured on all commercial general liability insurance policies. Concurrent with the execution of this Agreement, Contractor shall provide certificates of insurance for all commercial general liability policies attached hereto as Exhibit “C” and incorporated by this reference. At City’s request, Contractor shall furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. If Contractor’s insurance policies are “claims made,” Contractor shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated or upon project completion and acceptance by the City.

6.4 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

**7. CONFIDENTIALITY.** All information regarding the City obtained by Contractor in performance of this Agreement shall be considered confidential subject to applicable laws. Breach of confidentiality by the Contractor may be grounds for immediate termination. All records submitted by the City to the Contractor will be safeguarded by the Contractor. The Contractor will fully cooperate with the City in identifying, assembling, and providing records in case of any public records disclosure request.

**8. WORK PRODUCT.** All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall belong to the City upon delivery. The Contractor shall make such data, documents, and files available to the City and shall deliver all needed or contracted for work product upon the City’s request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

**9. Books and Records.** The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

**10. INDEPENDENT CONTRACTOR / EMPLOYEE CONDITIONS.**

10.1 Independence. The Parties intend that the Contractor shall be an independent contractor 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. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security, income, or other tax which may arise as an incident of employment, except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor’s failure to do so.

10.2 Safety. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors at the work site and in the performance of the contract work and shall utilize all protection necessary for that purpose. Contractor shall comply with all applicable provisions of federal, state and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), and General Occupational Health Standards (Chapter 296-62 WAC). Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals and other safeguards at all unsafe places at or near the site for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from damage all water, sewer, gas, steam or other pipes or conduits, and all hydrants and all other property that is likely to become displaced or damaged by the performance of the Work. The Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same

10.3 Risk of Work. 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. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. Even though Contractor is an independent contractor, the work must meet the approval of the City and shall be subject to the City’s general right of inspection to secure satisfactory completion

**11. Conflict of Interest.** It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor’s ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor’s selection, negotiation, drafting, signing, administration, or evaluating the Contractor’s performance.

**12. EQUAL OPPORTUNITY EMPLOYER.** In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities’ employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

**13. GENERAL PROVISIONS.**

13.1 Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

 13.2 Assignment and Beneficiaries. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. 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. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

13.3 Compliance with Laws. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective. If a violation of the City’s Ethics Resolution No. 91-54, as amended, occurs as a result of the formation or performance of this Agreement, this Agreement may be rendered null and void, at the City’s option.

13.4 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor’s performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. 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. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City’s right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative process. If the King County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in King County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in King County, Washington and waives any objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney’s fees and expenses 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, however nothing in this paragraph shall be construed to limit the Parties’ rights to indemnification under Section 5 of this Agreement.

13.5 Execution. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the “date of mutual execution” hereof.

[Signature page follows]

IN WITNESS, the Parties execute this Agreement below, effective the last date written below.

CITY OF FEDERAL WAY: ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Jim Ferrell, Mayor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Stephanie Courtney, CMC, City Clerk

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ APPROVED AS TO FORM:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

J. Ryan Call, City Attorney

INSERT CONTRACTOR’S CO. NAME:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PICK** **APPROPRIATE** **NOTARY** **AND** **DELETE** **THE** **OTHER ONE:**

**Corporate**:

STATE OF WASHINGTON )

) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_)

On this day personally appeared before me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to me known to be the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_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 he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

Notary’s signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary’s printed name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public in and for the State of Washington.

My commission expires\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LLC:**

STATE OF WASHINGTON )

) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_)

On this day personally appeared before me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to me known to be the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

GIVEN my hand and official seal this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

Notary’s signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary’s printed name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public in and for the State of Washington.

My commission expires\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Individual:**

STATE OF WASHINGTON )

) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_ )

On this day personally appeared before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

Notary’s signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary’s printed name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public in and for the State of Washington.

My commission expires\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT “A”**

**SERVICES**

1. The Contractor shall do or provide the following:

**7-20.1 Description**

This work consists of performing CCTV inspections of storm drain assets using CUES GraniteNet software including a provided ESRI ArcGIS map and GraniteNet project file.

**7-20.2 Equipment and Personnel**

**Video Inspection Equipment**

The Contractor shall inspect the storm drain interior walls using a color CCTV camera with a lens capable of panning, tilting and rotating 360 degrees to allow the Contractor to fully inspect pipe walls, joints, and lateral connections. The camera must also include an accurate measure of linear feet of inspection length, beginning once the camera has been inserted into a storm drain asset from the starting structure and ending when the operator ends the inspection either at an impassable obstruction in the pipe or at the next structure along the pipe alignment. The camera must have an internal or externally mounted sonde that broadcasts at a minimum of 16 Hz and 512 Hz frequencies.

It is the Contractor’s responsibility to choose and provide the correct equipment and software which will produce CCTV inspections and reports that meet the minimum CCTV inspections standards of Section 7-20.3 and are compatible with the City’s GraniteNET database. Should any of the CCTV inspection equipment become damaged or degraded during the course of this project, such that it is not capable of producing the minimum standards, it shall be the Contractor’s responsibility to repair or replace the affected equipment. No additional work days or payment will be granted for the repair or replacement of damaged or degraded equipment.

**Personal Certification**

All CCTV inspections shall be performed by operators currently certified by the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program. The certified operator shall document the date of the inspection, all defects in the pipe as modified by Sections 7-20.3, and all active and inactive connections in accordance with CUES scoring module coding standards.

**7-20.3 Video Inspection Requirements**

1. **Example CCTV Inspection Video and Inspection Report**

Prior to performing CCTV inspections for this project, the Contractor shall complete an example CCTV inspection within the City’s storm system and shall submit the example inspection to the City to ensure it will load correctly into the City’s GraniteNet database. This submittal shall include a digital CCTV inspection video and associated inspection report. The CCTV inspection and inspection reports will be reviewed by the Engineer to determine if the quality of the CCTV video image and the content of the inspection report are acceptable and if defects were properly identified and documented on the Inspection Report. The quality of this example video and the Inspection Report requirements of Section 7-20.3 will set the minimum standard for which all submitted videos shall comply.

1. **CCTV Inspection Video Submittals and Inspection Report Submittals**

The video file format for all CCTV inspections shall be in a file format compatible with the current version of GraniteNet and shall be capable of importing into the City’s GraniteNet database. Each video file shall include continuous footage from only one individual storm drain segment (from structure to structure). **Prior to beginning the work, the City shall provide an ESRI ArcGIS map and a GraniteNet database file with a list of the assets identified for inspection to be imported into GraniteNet that the Contractor shall utilize for all inspections. Periodically this map shall be imported into the City’s GraniteNet database to check inspection progress.**

All videos shall be submitted via USB external hard drives or flash drives. No other file format will be accepted unless approved by the Engineer. Multiple video inspections and inspection reports may be submitted on the same portable storage device. Videos and inspection reports shall be submitted once per week for all video inspections performed the prior week. Two portable storage devices shall be provided by the City for the Contractor to download video files, inspection reports, and GraniteNet ArcGIS map.

Submitted videos shall be titled similarly as follows: Corresponding Schedule-Asset ID Number-Starting CB ID Number-Ending CB ID Number-Nearest Address

1. **CCTV Inspection Video Quality & Content**

The Contractor shall maintain a clean and clear lens for the entire duration of the CCTV inspection. Should the lens become soiled, fogged, blocked by spider webs, or otherwise impaired to any degree that impedes the ability to clearly see the condition of the pipe, the Contractor shall halt the inspection and clean/clear the lens of any foreign matter impeding the visual inspection. No additional compensation will be made for re-inspections required by the Engineer due to soiled, fogged, blocked by spider webs, or otherwise impaired camera lenses.

The Contractor shall maintain sufficient light levels within the storm drain to allow for visual inspection of the pipe walls for a minimum distance of three (3) feet in front of the camera lens for all pipes less than 12” in diameter, and a minimum distance of five (5) feet for all pipes 12” in diameter or larger. Additionally, the Contractor shall make certain that the light levels are not so bright that visual inspection is impaired.

In addition to video inspecting the storm drain, the Contractor shall record a brief video inspection of the inside of all Type II Catch Basins and Manholes using pan and tilt capabilities of the camera.

The CCTV Video Inspection shall include the following visual information:

* Continuous high resolution display with a minimum video resolution of 720x480
* Date of inspection
* Main segment number
* Upstream and downstream structure numbers
* Current distance along the storm drain
* Setup (with flow or against flow)
* List CUES standard code for all observations, including structural defects, operation and maintenance coding, construction features coding, and miscellaneous coding.
* Final length of inspected pipe, which may not be the full asset length of pipes with observations
1. **Inspection Report Contents**

Each individual video inspection shall also include an associated video inspection report for that segment which shall include the following information:

* Date of inspection
* Main segment number
* Upstream and downstream structure numbers
* Setup (with flow or against flow)
* Pipe size and material
* Location and description of all defects and observations as outlined in Section 7-20
* End of inspection categorization of pipe condition described in Section 7-20.3
1. **CUES Code Standard**

CUES Code Standard as included in the CUES Scoring Module for GraniteNet shall be used to code and score all storm pipes.

1. **CUES ESRI Modules**

CUES ESRI ArcGIS modules are required to load the City’s ESRI map into GraniteNet and shall be compatible with the City’s version of ESRI ArcGIS 10.6.1. These include the GraniteNet ESRI Interface Module, the GraniteNet ESRI Import Module and GraniteNet ESRI Implementation.

1. **CCTV Inspection**

The CCTV inspection will document the condition of the storm drains and shall include brief 360-degree footage of the interior of the upstream and downstream structures. Each CCTV inspection shall include only one storm drain asset. The Contractor may pass through intermediate structures when feasible, but each storm drain asset shall have separate inspection videos and inspection reports. If impassable obstructions are encountered during the inspection from one end of a pipe, the inspection shall stop, and the contractor shall begin again from the next structure and resume the inspection from the opposite direction if possible.

The storm drain pipes to inspect as part of the work are classified by the type of surface roadway into “Local Roadway” and “Collector Roadway” as shown in the provided ArcGIS Map. “Arterial Roadway” storm pipes included in the provided ArcGIS map shall not be inspected unless they are determined to be misrepresented and are located on a local roadway or collector roadway instead.

When impassable obstructions are encountered and the obstruction is due to a defect that would require an open cut repair (utility cross bore, broken pipe, buckling, etc.), the Contractor shall pause the inspection and allow the Engineer’s representative to locate the damage.

The Contractor must also consider weather conditions to obtain the best video image of the storm drain. This may require the Contractor to delay any video work after major rain events until the system can return to lower dry weather flow.

**7-20.3 Measurement**

The number of linear feet of storm pipe inspected will be measured using the camera footage reel beginning once the camera is inserted into the storm drain assets at the starting structure and ending when the operator ends the inspection either at an impassable obstruction in the pipe or at the next structure in the system. Where a pipe is obstructed by roots, debris, or other impassable condition, the measured length may differ from the physical length from both the upstream direction to the location of the obstruction and the downstream direction to the location of the obstruction. The measurement for each asset will be made along the pipe alignment and will be made only one time for pipes without an impassable obstruction, and only twice for pipes with an impassable obstruction (once from each direction), regardless of whether the inspection requires more additional passes through the pipe to assess the condition.

**7-20.3 Payment**

Payment will be made in accordance with Exhibit B for each of the following Bid Items that are included in the Proposal:

“CCTV Inspection in Local Roadway,” per linear foot

The unit contract price for “CCTV Inspection in Local Roadway,” per linear foot, shall be full pay for all labor, equipment, materials, and traffic control required to inspect the storm drain in accordance with these specifications.

“CCTV Inspection in Collector Roadway,” per linear foot

The unit contract price for “CCTV Inspection in Collector Roadway,” per linear foot, shall be full pay for all labor, equipment, materials, and traffic control required to inspect the storm drain in accordance with these specifications.

**1-01 General Provisions**

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

• WSDOT Standard Plans

• City of Federal Way Public Works Development Standards

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

**1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

**1-07.2 State Taxes**

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

**1-07.2 State Sales Tax**

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

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

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

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

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

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

**1-07.4 Sanitation**

Section 1-07.4(2) is supplemented with the following:

**1-07.4(2) Health Hazards**

**(May 13, 2020, WSDOT GSP, OPTION 2)**

**COVID-19 Health & Safety Plan (CHSP)**

The Contractor shall prepare a project specific COVID-19 health and safety plan (CHSP). The CHSP shall be prepared and submitted as a Type 2 working drawing prior to beginning physical Work. The CHSP shall be based on the most current State and Federal requirements. If the State or Federal requirements are revised, the CHSP shall be updated as necessary to conform to the current requirements.

The Contractor shall update and resubmit the CHSP as the work progresses and new activities appear on the look ahead schedule required under Section 1-08.3(2)D. If the conditions change on the project, or a particular activity, the Contractor shall update and resubmit the CHSP. Work on any activity shall cease if conditions prevent full compliance with the CHSP.

The CHSP shall address the health and safety of all people associated with the project including State workers in the field, Contractor personnel, consultants, project staff, subcontractors, suppliers and anyone on the project site, staging areas, or yards.

**COVID-19 Health and Safety Plan (CHSP) Inspection**

The Contractor shall grant full and unrestricted access to the Engineer for CHSP Inspections. The Engineer (or designee) will conduct periodic compliance inspections on the project site, staging areas, or yards to verify that any ongoing work activity is following the CHSP plan. If the Engineer becomes aware of a noncompliance incident either through a site inspection or other means, the Contractor will be notified immediately (within 1 hour). The contractor shall immediately remedy the noncompliance incident or suspend all or part of the associated work activity. The Contractor shall satisfy the Engineer that the noncompliance incident has been corrected before the suspension will end.

**1-07.23 Public Convenience and Safety**

**1-07.23(1) Construction under Traffic**

**Work Zone Clear Zone**

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

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

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

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

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

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

|  |  |
| --- | --- |
| **Regulatory****Posted Speed** | **Distance From****Traveled Way****(Feet)** |
| 35 mph or less | 10 |
| 40 mph | 15 |
| 45 to 50 mph | 20 |
| 55 to 60 mph | 30 |
| 60 mph or greater | 35 |

**Minimum Work Zone Clear Zone Distance**

***(January 5, 2015 WSDOT GSP, OPTION 5)***

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

Lane closures are subject to the following restrictions:

* Only one lane of traffic (northbound or southbound) may be closed to traffic between the hours of 7:00AM and 3:30PM. Approval to close both one northbound and one southbound lane at the same time will require prior approval by the Project Engineer.
* Left turns may be restricted (by the Contractor) within the project limits at the discretion of the Project Engineer.
* Closure of one lane at a time may occur between the hours of 7AM to 7PM. Any closures between 7PM to 7AM require prior approval by the City
* If a lane closure is required, at least one lane of traffic (alternating directions / flagger controlled) shall be maintained at all times.
* Unless otherwise approved or shown on plans, the Contractor shall maintain two-way traffic during construction. The Contractor shall maintain continuous two-way traffic along streets throughout the project site. The Contractor shall have the option, with the approval of the Engineer, of momentarily interrupting the continuous two-way traffic to allow one-way traffic. Such interruptions shall utilize qualified flaggers placed in strategic locations to insure the public safety and minimize driver confusion. A momentary interruption shall be defined as a period of time not to exceed two (2) minutes. Regardless of the period of time no queue greater than ten (10) cars in length will be allowed.
* Working at night (8pm to 7am weekdays, 8 pm-9am weekends & holidays) is not mandated by the City. Should the contractor schedule project work during nighttime hours, it shall be the Contractor’s responsibility to obtain any required noise variance or exemption for such work.
* For approved night work, the Contractor shall, at no additional cost to the City, make all arrangements for operations during hours of darkness. Flagger stations shall be illuminated using a minimum 150-watt floodlight. Lighting used for nighttime work shall, whenever possible, be directed away from or shielded from residences and oncoming traffic. Signs and barricades shall be supplemented by Type C steady burn lights to delineate edge of roadway during the hours of darkness.
* The Contractor shall keep all pedestrian routes & access points (including, but not limited to, sidewalks, and crosswalks when located within the project limits) open and clear at all times unless permitted otherwise by the Engineer in an approved traffic control plan. An ADA accessible route must be provided through the project site at all times.
* Pedestrians must have access to pedestrian push buttons at all times.
	+ The Contractor shall provide flaggers, signs, and other traffic control devices. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations which may occur on highways, roads, streets, sidewalks, or paths. No work shall be done on or adjacent to any traveled way until all necessary signs and traffic control devices are in place.
	+ All signs and traffic control devices for the permitted closures shall only be installed during the specified hours. Construction signs, if placed earlier than the specified hours of closure, shall be turned or covered so as not to be visible to motorists
* The Contractor shall be responsible for notifying all affected property owners and tenants prior to commencing the barricading of streets, alleys, sidewalks and driveways. Notifications should be at least 48 hours in advance of closures, if possible.
* The Contractor shall, at all times throughout the project, conduct the work in such a manner as will obstruct and inconvenience vehicular and pedestrian traffic as little as possible. The streets, sidewalks and private driveways shall be kept open by the Contractor except for the brief periods when actual work is being done. The Contractor shall so conduct his operations so as to have under construction no greater length or amount of work than he can prosecute vigorously and he shall not open up sections of the work and leave them in an unfinished condition.
* Lane closures shall not impact business accesses. All business accesses will remain open during business hours.
* Lane closures shall not restrict vehicular access for buses through the project site. Bus stops shall remain ADA accessible to pedestrians at all times throughout the project

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours.

Lane closures are not allowed on any of the following:

1. A holiday,
2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.
3. After 12:00 PM (noon) on the day prior to a holiday or holiday weekend, and
4. Before 7:00 AM on the day after the holiday or holiday weekend.

Lane closures are not allowed within the City Center zone from the Friday after Thanksgiving Day (“Black Friday”) until the first City recognized business day of the following year without written approval by the Engineer. The boundaries of the City Center zone are identified in the City of Federal Way Comprehensive Plan. In general, it is the area located within the following boundaries:

 Northern boundary: S 312th Street

Southern boundary: S 324th Street

Eastern boundary: Interstate 5

Western boundary: 14th Ave S (future extension) / west of 320th Public

Library / 11th Pl S

**1-08 PROSECUTION AND PROGRESS**

Add the following new section:

**1-08.0 Preliminary Matters**

***(May 25, 2006 APWA GSP)***

**1-08.0(1) Preconstruction Conference**

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

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

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

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

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

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

***(December 8, 2014 APWA GSP)***

Add the following new section:

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than noon two working days prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency’s material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non-working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll.

***(August 14, 2020 CFW GSP)***

Add the following new section:

The Contractor may request extended work hours on days when paving operations are occurring. Work hours may be modified to 7:00 a.m. to 5:30 p.m. on paving days if the Engineer determines that the benefits of extended working hours will minimize the overall impacts to traffic. Extended work hours for paving will require VMS boards to be placed a minimum of 2 business days prior to the paving day. Payment for VMS boards shall be considered incidental to the Contractor’s operations, unless there is a specific bid item for VMS boards.

**1-10.2 Traffic Control Management**

**1-10.2(1) General**

***(January 3, 2017 WSDOT GSP, OPTION 1)***

Section 1-10.2(1) is supplemented with the following:

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

The Northwest Laborers-Employers Training Trust

27055 Ohio Ave.

Kingston, WA 98346

(360) 297-3035

Evergreen Safety Council

12545 135th Ave. NE

Kirkland, WA 98034-8709

1-800-521-0778

The American Traffic Safety Services Association

15 Riverside Parkway, Suite 100

Fredericksburg, Virginia 22406-1022

Training Dept. Toll Free (877) 642-4637

Phone: (540) 368-1701

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

***(April 12, 2018 CFW GSP)***

Section 1-10.2(2) is supplemented with the following:

The following minimum Traffic Control requirements shall be maintained during the construction of the project:

1. If the Contractor opts to utilize traffic control plans other than those provided in these Contract Documents, the Contractor shall provide traffic control plans to the City of Federal Way for review and approval a minimum of five (5) working days prior to implementation. These plans shall supplement Construction Staging Plans. The plans as provided by the Contractor shall include and not be limited to the following information:
* Stop line locations with station and offset to verify safety of intersection turning radius for vehicles.
* Minimum lane widths provided for vehicular travel.
* Turn pocket length, gap, and tapers in conformance with the City of Federal Way Standard Detail DWG 3-19A.
1. Detours will not be allowed except as noted herein or Section 1-07.23(2) as amended.
2. Temporary paint striping, reflective marking tape, and/or retroreflective tubular markers shall be required for each shift of traffic control. The Contractor shall provide temporary striping, reflective marking tape, and/or reflective tubular markers as required at the direction of the Engineer.
3. The Contractor provided Traffic Control Plans shall lay out traffic control device spacing, tapers, etc., to scale, and shall contain accurate dimensions and legends and shall be signed by the preparer.

**1-10.4 Measurement**

**1-10.4(1) Lump Sum Bid for Project (No Unit Items)**

***(August 2, 2004 WSDOT GSP, OPTION 1)***

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

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

**EXHIBIT “B”**

**COMPENSATION**

1. Total Compensation: In return for the Services, the City shall pay the Contractor an amount not to exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and 00/100 Dollars ($**\_\_\_\_\_\_\_\_\_\_.00**).

A tax ruling has been provided by the Department of Revenue for this project. The entire project is subject to Sales Tax under Rule 171.

2. Method of Compensation:

Compensation shall be in accordance with the included bid schedule as filled out by the chosen Contractor. The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

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

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

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

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

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

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

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

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed.

1.The quantities for “Flaggers,” “CCTV Inspection in Local Roadway,” and “CCTV Inspection in Collector Roadway” have been entered into the Proposal only to provide a common proposal for bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original bid price, regardless of the final quantity.

2. Payment will be made only for the specific bid items listed in the Bid Schedule. No separate or additional measurement or payment will be made for any and all other work and materials necessary to complete the project. All work and materials not specifically included in the bid items listed in the Bid Schedule shall be considered to be included in the various unit price or lump sum bid prices.

**Bid Form**

*NOTE: All entries shall be written in ink or typed. Unit prices for all items, all extensions, and total amount of bid shall be shown. Enter unit prices in numerical figures only, in dollars and cents to two (2) decimal places (including for whole dollar amounts). All figures must be clearly legible. Bids with illegible figures in the unit price column will be regarded as nonresponsive. Where conflict occurs between the unit price and the total amount specified for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. The Bidder shall complete this entire Bid Form or this bid may be considered non-responsive. The City may correct obvious mathematical errors. The City of Federal Way reserves the right to reject any and all bids, waive any informalities or minor irregularities in the bidding, and determine which bid or bidder meets the criteria set forth in the bid documents.*

|  |
| --- |
| **SCHEDULE A***All unit prices shall include applicable sales tax*  |
| **Item No.** | **Spec.****Div.** | **Bid Item Description** | **Unit** | **Plan Qty** | **Unit Price** | **Amount** |
| 1 | 1-04 | MOBILIZATION | LS | 1 | $ | $ |
| 2 | 1-10 | PROJECT TEMPORARY TRAFFIC CONTROL | LS | 1 | $ | $ |
| 3 | 1-10 | FLAGGERS | HR | 50 | $ | $ |
| 4 | 7-20 | CCTV INSPECTION IN LOCAL ROADWAY | LF | 95,399 | $ | $ |
| 5 | 7-20 | CCTV INSPECTION IN COLLECTOR ROADWAY | LF | 72,431 | $ | $ |
| **TOTAL – SCHEDULE A** | $ |

|  |
| --- |
| **SCHEDULE B***All unit prices shall include applicable sales tax* |
| **Item No.** | **Spec.****Div.** | **Bid Item Description** | **Unit** | **Plan Qty** | **Unit Price** | **Amount** |
| 1 | 1-10 | PROJECT TEMPORARY TRAFFIC CONTROL | LS | 1 | $ | $ |
| 2 | 1-10 | FLAGGERS | HR | 50 | $ | $ |
| 3 | 7-20 | CCTV INSPECTION IN LOCAL ROADWAY | LF | 116,072 | $ | $ |
| 4 | 7-20 | CCTV INSPECTION IN COLLECTOR ROADWAY | LF | 66,035 | $ | $ |
| **TOTAL – SCHEDULE B** | $ |

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| --- |
| **SCHEDULE C***All unit prices shall include applicable sales tax*  |
| **Item No.** | **Spec.****Div.** | **Bid Item Description** | **Unit** | **Plan Qty** | **Unit Price** | **Amount** |
| 1 | 1-10 | PROJECT TEMPORARY TRAFFIC CONTROL | LS | 1 | $ | $ |
| 2 | 1-10 | FLAGGERS | HR | 50 | $ | $ |
| 3 | 7-20 | CCTV INSPECTION IN LOCAL ROADWAY | LF | 52,822 | $ | $ |
| 4 | 7-20 | CCTV INSPECTION IN COLLECTOR ROADWAY | LF | 62,907 | $ | $ |
| **TOTAL – SCHEDULE C** | $ |

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| --- |
| **SCHEDULE D***All unit prices shall include applicable sales tax*  |
| **Item No.** | **Spec.****Div.** | **Bid Item Description** | **Unit** | **Plan Qty** | **Unit Price** | **Amount** |
| 1 | 1-10 | PROJECT TEMPORARY TRAFFIC CONTROL | LS | 1 | $ | $ |
| 2 | 1-10 | FLAGGERS | HR | 50 | $ | $ |
| 3 | 7-20 | CCTV INSPECTION IN LOCAL ROADWAY | LF | 65,865 | $ | $ |
| 4 | 7-20 | CCTV INSPECTION IN COLLECTOR ROADWAY | LF | 39,080 | $ | $ |
| **TOTAL – SCHEDULE D** | $ |

|  |
| --- |
| **BID SUMMARY** |
| **ITEM** | **BID AMOUNT** |
| **SCHEDULE A** | $ |
| **SCHEDULE B** | $ |
| **SCHEDULE C** | $ |
| **SCHEDULE D** | $ |
|  **TOTAL BID AMOUNT** *(including Washington State sales tax, all other* *government taxes, assessments and charges)* | $ |