

# **BID AND CONTRACT DOCUMENTS**

# AND

# **SPECIFICATIONS**

FOR

# **2023 RIGHT-OF-WAY LANDSCAPE MAINTENANCE**

*RFB # 22-009* 

*City of Federal Way Public Works Department 33325 Eighth Avenue South Federal Way, WA 98003* 

Mailing Address: City of Federal Way Public Works Department 33325 8th Avenue South Federal Way, WA 98003-6325

## BID AND CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

# **2023 RIGHT-OF-WAY LANDSCAPE MAINTENANCE**

## RFB # 22-009

Bids Accepted Until 2:00 p.m., September 20, 2022

Bids Opened 2:10 p.m., September 20, 2022

AT:

City of Federal Way Hylebos Conference Room 33325 Eighth Avenue South Federal Way, WA 98003

Prepared By:

Public Works Department CITY OF FEDERAL WAY, WASHINGTON

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#### CITY OF FEDERAL WAY REQUEST FOR BIDS

#### 2023 RIGHT-OF-WAY LANDSCAPE MAINTENANCE RFE

RFB # 22-009

#### SUBMITTAL OF SEALED BIDS:

Notice is hereby given that the City of Federal Way, Washington, will receive sealed bids through September 20, 2022, until 2:00 p.m., at the City Hall Purchasing Office or by US Mail at City of Federal Way, Purchasing Office, 33325 8th Avenue South, Federal Way, Washington 98003. Proposals received after 2:00 p.m. on said date will not be considered.

#### **BID OPENING**:

All bids will be opened and read publicly aloud at 2:10 p.m. on TUESDAY, September 20, 2022, at Hylebos Conference Room, 33325 8th Avenue South, Federal Way, Washington, for this RFB.

All bid proposals shall be accompanied by a bid deposit by a cashier's or certified check, or Bid Bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into a contract and furnish satisfactory Performance Bond within the time stated in the specifications, the bid deposit or bond shall be forfeited to the City of Federal Way.

#### **DESCRIPTION OF WORK:**

This project shall consist of:

This project shall consist of right–of-way landscape maintenance services to the City of Federal Way on an annual basis. These services include provisions of all labor, equipment, and materials necessary for the maintenance of Federal Way rights-of-way including but not limited to the following maintenance tasks:

- 1. Landscape Mowing;
- 2. Hard Surface Edging;
- 3. Tree, Shrub, and Vegetation Trimming;
- 4. Tree Pruning;
- 5. Furnishing and Applying Herbicides and Fertilizer;
- 6. Sidewalk Sweeping;
- 7. Garbage and Recycling Pickup and Disposal (Additive Alternate #1); and
- 8. Litter Pickup and Disposal (Additive Alternate #1).

The cost estimate range for the Base Landscape Bid plus Additive Alternate #1 is \$175,000 to \$215,000 over a 12 month period.

The bidder is urged to check the plans and contract provisions carefully.

All bid proposals shall be in accordance with the Instructions to Bidders and all other contract documents. Any questions concerning the description of the work contained in the contract documents must be directed to Desireé S. Winkler, P.E., Deputy Public Works Director, by email at desiree.winkler@cityoffederalway.com, or by letter addressed to Desireé S. Winkler, P.E., Deputy Public Works Director. The questions must be received by the City on or before Wednesday,

September 14, 2022 to allow a written reply to reach all prospective Bidders before the submission of their bids.

#### **BIDDING DOCUMENTS:**

Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on "Posted Projects," "Public Works," and "City of Federal Way." This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List." Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration.

An informational copy of plans, specifications, and addenda are also available for viewing only at the Public Works Department, Federal Way City Hall, 33325 8th Avenue South, Federal Way, Washington.

The City, 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 C.F.R., Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award. The City encourages minority and women-owned firms to submit bids consistent with the City's policy to ensure that such firms are afforded the maximum practicable opportunity to compete for and obtain public contracts.

The Contractor will be required to comply with all local, State, and Federal laws and regulations pertaining to equal employment opportunities.

The City anticipates awarding this project to the successful bidder and intends to give *Notice to Proceed* as soon as the Contract and all required associated documents are executed in full. Regardless of the date of award, or *Notice to Proceed*, the Contractor must complete all work under this project by December 31, 2023.

#### **RESERVATION OF RIGHTS:**

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. No bidder may withdraw his bid after the hour set for the opening thereof unless the award is delayed for a period exceeding thirty (30) days.

Dated the <u>26th</u> day of <u>August</u>, 2022.

Dates of Publication:

	Daily Journal of Commerce:	August 26, 2022
		September 2, 2022
	Federal Way Mirror:	August 26, 2022
		September 2, 2022
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## **BIDDER'S CHECKLIST**

The bidder's attention is especially called to the following forms, which must be executed in full as required and submitted as part of the bid. Failure to comply shall result in rejection of any bid not so complying.

## Bid Form (Attachment B)

The Bid Form shall be completed and fully executed, including filling in the total bid amount.

## **<u>Bid Schedule</u>** (Attachment C)

The unit prices shall be set forth in the space provided.

## Bid Signature Page (Attachment D)

The Bid Signature Page shall be filled in and fully executed by the bidder.

#### **<u>Bid Bond Form</u>** (Attachment E)

This form is to be executed by the bidder and the surety company unless a certified check is submitted with the bid. The amount of this bond or certified check shall not be less than five percent (5%) of the total bid amount and shall be shown in both words and figures.

## **Subcontractor List** (Attachment F)

The Subcontractor List shall be filled in by the bidder. (This section may/may not apply)

#### **<u>Combined Affidavit and Certification Form</u> (Attachment G)**

This form must be subscribed to and sworn before a Notary Public and notarized.

#### <u>Contractor's Compliance Statement</u> (Attachment H)

The Contractor's Compliance Statement shall be filled in and fully executed by the bidder.

## **<u>CONTRACTOR CERTIFICATION – WAGE LAW COMPLIANCE</u> (Attachment I)**

This form must be filled in and fully executed by the bidder.

#### Contractor's Certificate of Registration

The bidder shall provide a copy of Contractor's current registration with the State of Washington.

#### **<u>Contractor's State Identification Numbers</u>**

The bidder shall provide a copy of Contractor's current state unified business identifier number and, as applicable, an employment security department number and state excise tax registration number.

### SUCCESSFUL BIDDER'S CHECKLIST

The following documents are to be executed and delivered to the City within ten (10) calendar days after the Bid is awarded:

### Public Works Maintenance Agreement (Attachment J)

The successful bidder will fully execute and deliver to the City the Public Works Maintenance Agreement for 2023 RIGHT-OF-WAY LANDSCAPE MAINTENANCE ("Contract") from these Bid Documents.

## Certificate of Insurance (Exhibit C)

The successful bidder will provide a Certificate of Insurance evidencing the insurance requirement set forth in the Contract.

#### Business License

The successful bidder will provide a copy of a current Business License with the City of Federal Way.

#### **1-1** Time and Place for Submission and Opening of Bids

Sealed bids must be submitted by 2:00 p.m. local time on September 20, 2022, to the Purchasing Office of the City of Federal Way (the "City"), located on the second floor of City Hall, 33325 Eighth Avenue S, Federal Way, Washington, 98003, or received by US Mail at City of Federal Way, Purchasing Office, 33325 8th Avenue South, Federal Way, Washington 98003-6325 and will be publicly opened and read aloud in City Hall Council Chambers on September 20, 2022, at 2: 10 p.m. local time.

The City's Purchasing Coordinator must receive the sealed bid before the time and date specified in order to be considered. Telex or facsimile bids will not be accepted. The bidder accepts all risks of late delivery of mailed bids or of mis-delivery regardless of fault. Late bids will be returned unopened.

If, after reviewing this document the bidder chooses not to submit a bid, the bidder may complete and return the "No Bid Response Form" provided as Attachment "A" by the date and time indicated above.

#### 1-2 Bid Form

#### **Cumulative Alternates Bidding**

The Bid Proposal for this Contract requires the Bidder to bid cumulative alternates as part of the bid. As such the Bidder is required to submit a Base Bid and a bid for each of the Alternate(s).

#### **Bid Proposal**

The Bid Proposal includes the following:

1. Base Bid

The Base Bid shall include all items included in the Proposal except those items contained in the Alternate(s).

The Base Bid is the total for Landscape Maintenance for Projects 1, 2, 8, 9, 10, 11, 21, 22, 24, 25, 26, 32, and 33.

2. Alternates

The Bid items for the alternates are as listed in the Bid Proposal.

a. Alternate 1

*Project 28: Garbage and Recycling Pickup and Disposal, AND Project 29: Litter Pickup and Disposal.* 

b. Alternate 2: Landscape Maintenance for Project 20.

c. Alternate 3: Landscape Maintenance for Project 4 AND 6.

- d. Alternate 4: Landscape Maintenance for Project 14, 15, AND 16.
- e. Alternate 5: Landscape Maintenance for Project 13, 19, 30, AND 31.
- f. Alternate 6: Landscape Maintenance for Project 3, 7, 12, 22, AND 23.
- g. Alternate 7: Landscape Maintenance for Project 5, 17, AND 18.
- h. Alternate 8: Irrigation System Project 27

## **Bidding Procedures**

To be considered responsive the Bidder shall submit a price on each and every Bid item included in the Base Bid and Alternates.

The successful Bidder will be the Bidder submitting the lowest responsible Bid for the highest order Preference that is within the amount of available funds for the project. The available funds will be announced prior to bid opening. The following are listed in order from highest to lowest Preference:

- 1. Preference 1: Lowest total for Base Bid plus Alternates 1 through 8.
- 2. Preference 2: Lowest total for Base Bid plus Alternates 1 through 3.
- 3. Preference 3: Lowest total for Base Bid plus Alternates 1 through 2.
- 4. Preference 4: Lowest total for Base Bid plus Alternate 1.
- 5. Preference 5: Lowest total for Base Bid.

The Contracting Agency may, at their discretion, award a Contract for the Base Bid, without any additional Alternates, in the event that all Bids exceed the available funds. In any case, the award will be subject to the requirements of Section 1-14.

Bids shall be made on the "Bid Form," Attachment "B" issued by the City as part of these contract documents, without reservation or amendment. Bids must be typewritten or printed in ink. Upon completion, the Bid Form and the bid bond or certified check and any requested information shall be placed in a sealed envelope. On the outside of the envelope, place the bid name, bid number and the time bids are due.

## **1-3 Bid Signature**

All bids shall give the total bid price and shall be signed in ink by the bidder or their authorized representative, with the address. If the bid is made by an individual, the name, signature, and address must be shown. If the bid is made by a firm or partnership, the name and address of the firm or partnership and the signature of at least one of the general partners must be shown. If the bid is made by a corporation, the bid shall show the title of the person authorized to sign on behalf of the corporation, his or her title and the address. The City reserves the right to request documentation showing the authority of the individual

signing the bid to execute contracts on behalf of anyone, or any entity, other than himself/herself. Refusal to provide such information upon request may cause the bid to be rejected as nonresponsive.

#### **1-4** Bid Withdrawal Due to Error

Bids may not be withdrawn due to a claim of error in a bid unless written notice of such claim and supporting evidence for such claim including cost breakdown sheets are delivered to the City within forty-eight (48) hours prior to the opening of bids.

#### **1-5** Modification of Bid

A modification of a bid already received will be considered only if the modification is received prior to the time announced for bid opening. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid.

#### **1-6** Examination of Bid and Contract Documents – Bidder Responsibilities

The submission of a bid shall constitute an acknowledgment upon which the City may rely that the bidder has thoroughly examined and is familiar with the bid and contract documents and has reviewed and inspected all applicable federal, state and local statutes, regulations, ordinances and resolutions dealing with or related to the equipment and/or services to be provided herein. The failure or neglect of a bidder to examine such documents, statutes, regulations, ordinances or resolutions shall in no way relieve the bidder from any obligations with respect to the bidder's bid or the contract documents. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, statutes, regulations, ordinances or resolutions. Bidders shall visit delivery and service locations(s) as required. Bidders shall become familiar with and verify any environmental factors, which may impact current or future prices for this requirement.

#### **1-7** Interpretation of Bid and Contract Documents

No oral interpretations will be made to any bidder as to the meaning of the bid or contract documents and no oral communications will be binding upon the City. Any questions concerning the description of the work contained in the contract documents must be directed to Desireé S. Winkler, P.E., Deputy Public Works Director, by email at desiree.winkler@cityoffederalway.com, or by letter addressed to Desireé S. Winkler, P.E., Deputy Public Works Director. The questions must be received by the City on or before September 14, 2022 to allow a written reply to reach all prospective Bidders before the submission of their bids. Any interpretation deemed necessary by the City will be in the form of an addendum to the bid documents and when issued will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the bid.

#### 1-8 Addenda

Each bid shall include acknowledgment of receipt and review of all addenda issued during the bidding period on the Bid Form.

## 1-9 Bid Price

The bid price shall include everything necessary for the completion of the contract including, but not limited to, furnishing all materials, equipment, tools, freight charges, facilities and all management, superintendence, labor and service, except as may be provided otherwise in the contract documents. **All Washington State sales tax and all other government taxes, assessments and charges shall be included in the various Bid item prices as required by law.** The offer shall remain in effect ninety (90) days after the bid opening. In the event of a discrepancy between a unit price and an extended amount and/or the total price, the unit price will govern and the extended amount and/or total price will be corrected accordingly. However, downward correction of a bid, which would displace the apparent low bidder, will only be permitted if the error made and the intended bid price can be determined solely from the bid documents.

## 1-10 Postponement of Bid Opening

The City reserves the right to postpone the date and time for the opening of bids by announcing such postponement at any time prior to the date and time announced in these documents.

## 1-11 Rejection of Bids

- A. The City reserves the right to reject any bid for any reason including, but not limited to, the following: any bid which is incomplete, obscure, irregular or lacking necessary detail and specificity; any bid which omits a price on any one or more items on the Bid Form and Bid Schedule; any bid in which prices are unbalanced in the opinion of the City; any bid accompanied by insufficient or irregular bid bond; any bid from bidders who (in the sole judgment of the City) lack the qualifications and/or responsibility necessary to perform the work after considering the elements in Section 1-14.B; any bid for which a bidder fails or neglects to complete and submit any qualifications information within the time specified by the City and as may be otherwise required herein; and, any bid submitted by a bidder who is not registered or licensed as may be required by the laws of the State of Washington.
- B. The city further reserves the right to reject any portion of any bid and/or to reject all bids. In consideration for the City's review and evaluation of its bid, the bidder waives and releases any claims against the City arising from any rejection of any or all bids.

#### **1-12** Alterations to Documents Prohibited

Any addition, limitation or provision attached to the bid may render it informal or nonresponsive and cause its rejection. Alteration by erasure or interlineations must be explained or noted in the bid form over the signature of the bidder. No oral, telegraphic or telephonic bids or modifications will be considered.

#### 1-13 Disqualification of Bidder

If, in the opinion of the City, there is reason to believe that collusion exists among bidders, none of the bids of the participants in such collusion will be considered. All bidders are required to submit the Affidavit of Non-Collusion (Attachment G) with their bids.

## **1-14 Evaluation of Bids**

It is the intent of City to award a contract to the lowest responsive bid by a responsible bidder as evaluated by the City. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria.

- A. Responsiveness The bidder must complete all required forms and bid documents and provide all required and requested information. Refusal to provide such information may cause the bid to be rejected. The City will consider all the material submitted by the bidder to determine whether the bid is in compliance with the bid terms, documents and responsive to the requested work.
- B. Responsibility The City will consider all the material submitted by the bidder, and other evidence it may obtain including information from previous project owners, to determine whether the bidder is responsible. The bidder must meet the following bidder responsibility criteria and supplemental bidder responsibility criteria to be considered a responsible bidder:
  - 1. Mandatory Bidder Responsibility Criteria
    - a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
    - b. Have a current Washington Unified Business Identifier (UBI) number;
    - c. If applicable:
      - i. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
      - ii. Have a Washington Employment Security Department number, as required in Title 50 RCW;
      - iii. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - d. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
    - e. Within a three-year period immediately preceding the date of the bid solicitation, the bidder shall not be 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.
  - 2. Supplemental Bidder Responsibility Criteria
    - a. The bidder shall not have a record of excessive claims filed against the retainage, payment, or performance bonds for public works projects during the previous three years, 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 acceptable to the City.
    - b. The bidder shall have a reasonable history of successfully completed projects of a similar size and scope as required by the contract documents for this

project. The City will evaluate whether the projects were "successfully completed" and of a "similar size and scope."

- c. The bidder shall have evidence that it is able to begin and complete the work, and complete it in a timely fashion.
- 3. As evidence that the bidder meets the supplemental bidder responsibility criteria in paragraph (B)(2) above, the apparent low bidder must submit the following documentation to the City within 48 hours of the bid opening. The City reserves the right to request such documentation from other bidders also. Refusal to provide such information upon request may cause the bid to be rejected.
  - a. The bidder shall submit a list of the public works projects completed within the previous three years and include for each project the following information; the owner and contact information for the owner; a list of claims filed against the retainage, payment, or performance bond for any of the projects listed; a written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.
  - b. The bidder shall submit a list of projects of similar size and scope to this project and include information about each project, including the following: the owner and contact information for the owner; the awarded contract amount; the final contract amount; a description of the scope of the project and how the project is similar to this project; the bidder's assessment of its performance of each project. The information should include any information regarding performance in the following areas; quality control; safety record; timeliness of performance; use of skilled personnel; management of subcontractors; availability of and use of appropriate equipment; compliance with contract documents; management of submittals process, contract amendments, and close-out.
  - c. The bidder shall furnish acceptable evidence of the bidder's current ability to perform, such as firm commitments by subcontractors, equipment, supplies and facilities, and the bidder's ability to obtain the necessary personnel.
- 4. If the City determines the bidder does not meet the bidder responsibility criteria in paragraph (B)(1) and (B)(2) above and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the City's determination by presenting additional information to the City and meeting the requirements of section 1-20(B). The City will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until two business days after the bidder determined to be not responsible has received the final determination.
- C. Lowest Bid The lowest bid shall be determined as set forth on the Bid Form.

The acceptance of a bid will be evidenced by a Notice of Award. No other act of the City shall constitute acceptance of a bid. Within ten (10) days after receipt of Notice of Award, the bidder whose bid is accepted, shall furnish the required performance bond, certificate of insurance, execute the contract and perform all other acts required by the bid and contract documents as conditions precedent to formation of the contract.

## 1-15 Procedures When Only One Bid is Received

In the event only a single responsive bid is received, the City reserves the right to conduct a price and/or cost analysis of such bid. The sole bidder shall provide such information, data and other documentation as deemed necessary by the City for such analysis. The City reserves the right to reject such bid.

### 1-16 Bid Documents

Bidders are required to submit with the bid package the following:

- A. *Attachment A* No Bid Response Form, if applicable.
- B. *Attachment B* Bid Form.
- C. *Attachment C* Bid Schedule.
- D. *Attachment D* Bid Signature Page.
- E. *Attachment E* Bid Bond Form.
- F. *Attachment F* Subcontractor List. (May Not Apply)
- G. *Attachment G* Combined Affidavit and Certification Form.
- H. Attachment H Contractor's Compliance Statement.
- I. *Attachment I* Contractor Certification Wage Law Compliance.

## **1-17** Conflicts of Interest and Noncompetitive Practices

By submitting a bid, the Contractor agrees as follows:

- A. Conflict of Interest That it has no direct or indirect pecuniary or proprietary interest, that it shall not acquire any interest which conflicts in any manner or degree with the work, services, equipment or materials required to be performed and/or provided under this contract and that it shall not employ any person or agent having any such interests. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City may require.
- B. Contingent Fees and Gratuities
  - 1. That no person or selling agency except bona fide employees or designated agents or representatives of the Contractor have been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
- That no gratuities in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any City of Federal Way
   RFB # 22-009

official, member or employee of the City or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

#### 1-18 Bid Security

No bid will be considered unless accompanied by either a cashier's or certified check in an amount equal to five percent (5%) of the Total Bid Price as indicated on Attachment B, "Bid Form," or a bid bond in the form of Attachment E or a letter of credit for a like amount. The check or bond shall be payable to the City; it shall be forfeited as fixed and liquidated damages in case the bidder fails, neglects or refuses to enter into a contract for the faithful performance of said work (including the providing of any evidence of insurance and/or performance bond required herein), in the event the contract is awarded to them, within ten (10) days after the award is made. If a bid bond is submitted in lieu of a check, it shall be executed by a corporate surety authorized to transact business in the State of Washington and in the form prescribed in Attachment E, "Bid Bond". If a letter of credit is offered in lieu of a check or bidder's bond, it shall be issued as an irrevocable documentary letter of credit drawn on a banking institution licensed to do business in the State of Washington. The letter of credit shall include instruction and provisions prescribed in Attachment E, "Bid Bond". Any questions as to the qualification of the banking institution or instruction shall be submitted to the City at least ten (10) days prior to the bid submittal date. The check, bidder's bond or letter of credit shall be attached to the bid form.

The City further reserves the right to hold all bids (and the accompanying bid security) from the date of the bid opening until the contract and any performance/payment bond are executed, provided that such period does not exceed ninety (90) days, and each bid shall remain effective during that period.

## **1-19** Performance/Payment Bond

The bidder to whom the City has awarded this Contract will remove the Performance/Payment Bond (Exhibit G) attached to the Public Works Contract and deliver it to the City fully executed by the bidder and a surety company in the amount of one hundred percent (100%) of the contract price as security for the faithful performance of the work including the payment of all persons furnishing materials and performing labor on the work and all payments arising from the performance of the work due the State of Washington pursuant to Titles 50 and 51 RCW. Such bond must be executed by a duly licensed surety company, which is registered with the Washington State Insurance Commissioner, and the surety's name shall appear in the current Authorized Insurance Company List in the Sate of Washington, published by the Office of the Insurance Commissioner. The scope of the Performance/Payment Bond (Exhibit G) shall in no way affect or alter the liabilities of the Contractor to the City under Section 8 "Indemnification" of the Public Works Contract.

The City may require the surety company to appear and qualify itself upon the bond. If, at any time, the City determines in its sole judgment that the surety company is insufficient, the City may require the Contractor to furnish additional surety in form and arrangement satisfactory to the City and in an amount not exceeding that originally required. The Contractor shall submit a performance bond complying with the requirements of this paragraph within ten (10) days after the award is made. Payments will not be made on the Contract until sufficient surety as required is furnished.

#### 1-20 Bid Dispute

- A. Any actual or prospective bidder, including sub-contractors and suppliers showing a substantial economic interest in this contract who is aggrieved in connection with the solicitation or award of this contract, may protest to the City in accordance with the procedures set forth herein. Protests based on the specifications or other terms in the contract documents, which are apparent prior to the date established for submitted of bids, shall be submitted not later than ten (10) calendar days prior to said date, or shall be deemed waived. All other protests shall be accepted only from actual bidders and shall be submitted within five (5) calendar days after the aggrieved person knows or should have known of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered if all bids are rejected or after the award of this contract.
- B. In order to be considered, a protest shall be in writing and shall include: (1) the name and address of the aggrieved person; (2) the RFB number and contract title under which the protest is submitted; (3) a detailed description of the specific grounds for protest and any supporting documentation; and (4) the specific ruling or relief requested. The written protest shall be addressed to:

City of Federal Way 33325 8th Avenue South Federal Way, Washington 98003-6325 Attention: Bid Protest - <u>2023 Right-of-Way Landscape Maintenance RFB</u> #**22 - 009** 

- C. Upon receipt of a written protest, the City will promptly consider the protest. The City may give notice of the protest and its basis to other persons, including bidders involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information. If the protest is not resolved by mutual agreement of the aggrieved person and the City, the City will promptly issue a decision in writing stating the reasons for the action taken and informing the aggrieved person of his or her right to appeal the decision to the City Manager or his or her designee. A copy of the decision shall be mailed (by certified mail, return receipt requested) or otherwise promptly furnished to the aggrieved person and any other interested parties who requested a copy of the decision. The decision will be considered final and conclusive unless appealed within five (5) calendar days after receipt of the decision to the City Manager or his or her designee. If the decision is appealed, then the subsequent determination of the City Manager or his or her designee shall issue within five (5) days of the City Manager's receipt of the appeal and shall be final and conclusive.
- D. Failure to comply with these protest procedures will render a protest untimely or inadequate and shall result in rejection thereof by the City.

#### SECTION 2: GENERAL CONTRACTUAL TERMS AND CONDITIONS

#### 2-1 Administration

This contract will be between the City and the Contractor who will be responsible for delivering all equipment and performing all work and services described herein. The City is City of Federal Way RFB # 22-009

2023 Right-of-Way Landscape Maintenance Page 16 RFB ver. 7/21 not party to defining the division of work between the Contractor and the Contractor's subcontractors, if any, and the specifications have not been written with this intent.

The Contractor represents that it has or will obtain all personnel and equipment required to perform the services hereunder. Such personnel shall not be employees of the City.

The Contractor's performance under this contract will be monitored and reviewed by Gary Neiffer, Streets Maintenance Supervisor. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this contract shall be addressed to Desireé S. Winkler, P.E., Deputy Public Works Director, for response.

#### **2-2 Proof of Compliance with Contract**

In order that the City may determine whether the Contractor has complied with the requirements of the contract documents, the Contractor shall, at any time when requested, submit to the City properly authenticated documents or other satisfactory proofs as to the Contractor's compliance with such requirements.

#### **2-3** Contract Documents and Precedence

The documents embodying the legally binding obligations between the City and the Contractor for completion of the work consist of the following: The City's Request for Bid, Bid Form, Bid Signature Page, Instructions to Bidders, Bid Bond, 2023 Right-of-Way Landscape Maintenance Contract, General Contractual Terms and Conditions, Contractor's Compliance Statement, Combined Affidavit and Certification Form, Technical Specifications, Addenda and Contract Amendments, and the 2023 Right-of-Way Landscape Maintenance Technical Requirements. The contract documents are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the contract documents, the City will issue an interpretation regarding the controlling provision, which interpretation shall be binding.

#### 2-4 Charges to Contractor

Charges which are the obligation of the Contractor under the terms of the contract shall be paid by the Contractor to the City on demand and may be deducted by the City from any money due or to become due to the Contractor under the contract and may be recovered by the City from the Contractor or its surety.

#### 2-5 Contract Amendments

The City may, at any time, without notice to the sureties, by written order designated or indicated to be a contract amendment, make any change in the specifications within the scope of this contract. Oral orders will not be binding on the City unless confirmed in writing by the City. Except as provided herein, no order, statement, or conduct of the City will be treated as a change hereunder or will entitle the Contractor to an equitable adjustment.

If any change hereunder causes an increase or decrease in the Contractor's cost of, or time required for, the performance or any part of the work under this contract, an equitable adjustment will be made and the contract modified in writing accordingly. However, no claim will be allowed for any costs incurred more than five (5) days before the Contractor gives written notice as required.

If the Contractor intends to assert a claim for an equitable adjustment hereunder, it shall, within five (5) days after receipt of a written contract amendment form from the City or after giving the City the written notice required above, as the case may be, submit to the City a written statement setting forth the general nature and monetary extent of such claim; provided the City, in its sole discretion, may extend such five (5) day submittal period upon request by the Contractor. The Contractor shall supply such supporting documents and analysis for the claims as the City may require to determine if the claims and costs have merit.

No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this contract.

## 2-6 Work and Materials Omitted

The Contractor shall, when directed in writing by the City, omit work, services and materials to be furnished under the contract and the value of the omitted work and materials will be deducted from the contract price and the delivery schedule will be reviewed if appropriate. The value of the omitted work, services and materials will be a lump sum or unit price, as mutually agreed upon in writing by the Contractor and the City. If the parties cannot agree on an appropriate deduction, the City reserves the right to issue a unilateral contract amendment adjusting the price and the delivery schedule.

#### 2-7 Washington State Sales Tax

The Contractor shall make payment directly to the State for all applicable Washington State sales taxes and all other governmental taxes, assessments and charges.

#### 2-8 Shipping Charges

All prices shall include freight. Requests for additional compensation for freight charges will be rejected by the City.

#### 2-9 Warranty

All materials and equipment sold and labor performed under this contract are warranted by the Contractor to be free from defects in materials or workmanship for a period of at least one (1) year from date of delivery and installation; provided, however, that this warranty may extend beyond this time period pursuant to any attached warranties. If the merchandise sold or work performed hereunder is defective on account of workmanship or materials, the Contractor agrees to replace the merchandise or, at the City's sole option, repair the defective merchandise. All defects in work or materials shall be promptly corrected.

#### 2-10 No Waiver of Warranties and Contract Rights

Conducting of tests and inspections, review of specifications or plans, payment for goods or services, or acceptance by the City does not constitute a waiver, modification or exclusion of any express or implied warranty or any right under this contract or in law.

## 2-11 Legal Relations

The Contractor shall comply with all of the City's resolutions and regulations applicable under this contract and with any local, state or federal law or regulation applicable to the materials, equipment or service provided under this contract. Neither the Contractor nor the City shall assign any interest, obligation or benefit under or in this contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. This contract shall be binding upon and inure to the benefit of the successors of the parties.

#### 2-12 Applicable Law and Forum

Except as hereinafter specifically provided, this contract shall be governed by and construed according to the laws of the State of Washington including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any suit arising here from shall be brought in King County Superior Court, which shall have sole and exclusive jurisdiction and venue.

#### 2-13 Hazardous Chemical Communication

In order to comply with WAC 296-62-054, Hazard Communication, the Contractor shall submit with each shipment a Material Safety Data Sheet (MSDS) for all products containing any toxic products that may be harmful to the end user. The MSDS Sheet is to accompany the toxic product(s) to the specified delivery sites.

Include the following information in the MSDS:

- A. Chemical Abstract Service (CAS) numbers for every chemical that is listed in the MSDS.
- B. If the product is actually used diluted, the dilution rate should be so stated in the MSDS and the hazards and corresponding personal protection, etc., also be listed.
- C. A statement as to the intended use of the product.

#### 2-14 Delivery and Liquidated Damages

Time is of the essence of the contract and each and all of its provisions in which performance is a factor. The Contractor will be held to strict compliance with the prescribed date(s) set forth in these contract documents. For each and every day that delivery is delayed beyond the specific date(s), damage will be sustained by the City. Because of the difficulty in computing the actual damages and disadvantages to the City, and as a reasonable forecast of actual damages which the City will suffer by the delay in delivery, the parties agree that for each such delay the Contractor will pay the City liquidated damages (and not as a penalty) in accordance with Section 1.3 of Attachment J, Public Works Contract, to compensate for any damages caused by such delay. The City may deduct from any payment owing to the Contractor, any liquidated damages, which may be incurred by the Contractor pursuant to this paragraph.

### 2-15 Force Majeure

The Contractor's or City's failure to perform any of its obligations under this contract shall be excused if due to causes beyond the control and without the fault or negligence of the Contractor or City, respectively, including, but not restricted to, acts of God, acts of public enemy, acts of any government, fire, floods, epidemics, and strikes.

## 2-16 Patents, Copyrights and Rights in Data

Any patentable result or material suitable for copyright arising out of this contract shall be owned by and made available to the City for public use, unless the City shall, in a specific case where it is legally permissible, determine that it is in the public interest that it not be so owned or available.

The Contractor agrees that the ownership of any plans, drawings, designs, specifications, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this contract, whether or not complete (referred to in this subsection as "Subject Data"), shall be vested in the City or such other local, state or federal agency, if any, as may be provided by separate contract with the City.

All such Subject Data furnished by the Contractor pursuant to this contract, other than documents exclusively for internal use by the City, shall carry such notations on the front cover or a title page (or in such case of maps, in the same block) as may be requested by the City. The Contractor shall also place their endorsement on all Subject Data furnished by them. All such identification details shall be subject to approval by the City prior to printing.

The Contractor shall ensure that substantially the foregoing paragraphs are included in each subcontract for the work on the project.

#### 2-17 Patents and Royalties

The costs involved in license fees, royalties or in defending claims for any patented invention, article, process or method that may be used in or connected with the work under this contract or with the use of complete work by the City, shall be paid by the Contractor. The Contractor and the Contractor's sureties shall, at their own cost, defend, indemnify and hold the City, together with its officers and employees, harmless against any and all demands made for such fees, royalties or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this contract, the Contractor shall, if requested by the City, furnish acceptable proof of a proper release of the City, its officers, agents and employees from all such fees or claims.

Should the Contractor, its agent, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material, computer programs or equipment supplied or required to be supplied or used under the contract, the Contractor shall promptly substitute other articles, materials, computer programs or equipment in lieu thereof of equal efficiency, quality, finish, suitability and market value, and satisfactory in all respects to the City.

## 2-18 Disputes, Claims and Appeals

Questions or claims regarding meaning and intent of the contract or arising from this contract, shall be referred by the Contractor in writing to the Purchasing Coordinator for decision within five (5) days of the date in which the Contractor knows or should know of the question or claim. The Purchasing Coordinator will ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) day following receipt by the Purchasing Coordinator.

In the event the Contractor disagrees with any determination or decision of the Purchasing Coordinator, the Contractor shall, within fifteen (15) days of the date of such determination or decision, appeal the determination or decision in writing to the City Manager. Such written notice or appeal shall include all documents and other information necessary to substantiate the appeal. The City Manager will review the appeal and transmit a decision in writing to the Contractor within thirty (30) days from the date of receipt of the appeal. Failure of the Contractor to appeal the decision or determination of the Purchasing Coordinator within said 15-day period will constitute a waiver of the Contractor's right to thereafter assert any claim resulting from such determination or decision. Appeal to the City Manager shall be a condition precedent to litigation hereunder.

All claims, counterclaims, disputes and other matters in question between the City and the Contractor that are not resolved between the Purchasing Coordinator and the Contractor will be decided in the Superior Court of King County, Washington, which shall have exclusive jurisdiction and venue over all matters in question between the City and the Contractor. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

Pending final decision of the dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the direction of the Purchasing Coordinator. Failure to comply precisely with the time deadlines under the paragraph as to any claim, shall operate as a release of that claim and a presumption of prejudice to the City.

#### 2-19 Recycled Products

The Contractor shall use recycled paper for proposals and for any printed or photocopied material created pursuant to a contract with the City whenever practicable and use both sides of paper sheets for reports submitted to the City whenever practicable.

In the event this RFB covers the sale of product to the City that is capable of containing recycled materials, Contractor is hereby advised that the City intends to procure products with recycled content, pursuant to the recycled content notice delivered with these bid documents. Contractor shall certify the percentage of recycled content and products sold to the City, including a percentage of post-consumer waste that is in the product. This certification is required to be in the form of a label on the product or a statement by the Contractor attached to the bid documents. The certification on multi-component or multi-material products shall verify the percentage and type of post-consumer waste and recycled content by volume contained in the major constituents of the product. The Contractor agrees to grant the City, as a procuring agency, permission to verify the certification of recycled content by review of the bidder's or manufacturer's records as a condition of any bid award, in the event of a bidder's protest, or other challenge to the bid accepted.

## Attachment A

#### NO BID RESPONSE FORM

When submitting a "No Bid," mail this completed form to <u>Federal Way Purchasing, 33325 8th</u> <u>Avenue South, Federal Way, Washington 98003-6325</u>. Be sure the form is in a sealed envelope with the bid number and bid title indicated on the outside of the envelope. The form must be received by the date and time specified for the bid opening as indicated in Section 1-1. <u>Failure to return this</u> form if not submitting a formal bid, may result in your firm being removed from the City's master bidder's mailing list.

#### Bid Number: RFB No. 22-009

#### **Bid Title:**

#### 2023 Right-of-Way Landscape Maintenance

- Cannot comply with specifications.
- Cannot meet delivery requirement.
- Do not regularly manufacture or sell the type of commodity involved.
- □ Other (please specify).

#### Explanation of reason(s) checked:

#### Check one of the following:

- □ WE DO
- WE DO NOT desire to be retained on the mailing list for future procurements of this commodity.

## Firm Name: \_\_\_\_\_

 Address:
 Phone:

 Signature
 Date

Name (Type or Print)

Title

## Attachment B

### **BID FORM**

## **CITY OF FEDERAL WAY**

This project shall consist of right of way landscape maintenance services to the City of Federal Way on an annual basis. These services include provisions of all labor, equipment, and materials necessary for the maintenance of Federal Way rights of way including but not limited to the following maintenance tasks:

- 1. Landscape Mowing;
- 2. Hard Surface Edging;
- 3. Tree, Shrub, and Vegetation Trimming;
- 4. Tree Pruning;
- 5. Furnishing and Applying Herbicides and Fertilizer;
- 6. Sidewalk Sweeping;
- 7. Garbage and Recycling Pickup and Disposal (Additive Alternate #1); and
- 8. Litter Pickup and Disposal (Additive Alternate #1).

Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

ITEM	BID AMOUNT
A) Total Base Bid Amount: Projects #1, 2, 8, 9, 10,	\$
11, 21, 24, 25, 26, 32, 33, plus extra hours (see	
attached Bid Schedule)	
A1) Total Alternate 1 Bid Amount: Projects #28	\$
and #29 (see attached Bid Schedule)	
A2) Total Alternate 2 Bid Amount: Project #20 (see	\$
attached Bid Schedule)	
A3) Total Alternate 3 Bid Amount: Projects #4 and	\$
6 (see attached Bid Schedule)	
A4) Total Alternate 4 Bid Amount: Projects 14. 15.	\$
And 16 (see attached Bid Schedule)	
A5) Total Alternate 5 Bid Amount: Projects 13, 19,	\$
30, and 31 (see attached Bid Schedule)	
A6) Total Alternate 6 Bid Amount: Projects 3, 7,	\$
12, 22, and 23 (see attached Bid Schedule)	

A7) Total Alternate 7 Bid Amount: Projects 5, 17,	\$
and 18 (see attached Bid Schedule)	

A8) Total Alternate 8 Bid Amount: Project #27 (see	\$
attached Bid Schedule)	

ITEM	
(A) TOTAL BASE BID AMOUNT	\$
(B) TOTAL ALTERNATES 1-8 BID AMOUNT	\$
	\$
(C) = (A) + (B) TOTAL PREFERENCE 1 BID	
AMOUNT	
(including Washington State sales tax, all other	
government taxes, assessments, and charges)	

To City Council Members City of Federal Way 33325 8th Ave South Federal Way, Washington 98003-6325

Pursuant to and in compliance with your advertisement for bids for construction of <u>2023 RIGHT-OF-WAY LANDSCAPE MAINTENANCE</u>, and other documents relating thereto, the undersigned has carefully examined all of the bid and contract documents as the premises and conditions affecting the delivery, supply and maintenance of 2023 RIGHT-OF-WAY LANDSCAPE MAINTENANCE, and hereby proposes to furnish all labor, materials and perform all work as required in strict accordance with the contract documents, for the above-referenced amount, **inclusive of Washington State sales tax** and all other government taxes, assessments and charges as required by law.

The required bid security consisting of a certified check, bid bond, or cashier's check in an amount of not less than five percent (5%) of the total amount bid is attached hereto, which it is agreed shall be collected and retained by the City as liquidated damages in the event this bid is accepted by the City within forty-five (45) calendar days after the day of the bid opening and the undersigned fails to execute the 2023 RIGHT-OF-WAY LANDSCAPE MAINTENANCE Public Works Contract and to provide the required certificate of insurance to the City, under the conditions thereof, within ten (10) calendar days after the Notice of Award; otherwise said Bid Security will be returned to the undersigned.

Bond or Certified Check \_\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) 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.

Receipt of the following Addendums is hereby acknowledged:

Addendum No	Date Issued:	

Addendum No	Date Issued:
-------------	--------------

Addendum No. \_\_\_\_ Date Issued: \_\_\_\_\_

Corporation/Partnership/Individual Firm Name (Delete Two)

Bidder's State License No.	Signature	
Bidder's State Tax No.		

#### Attachment C 2023 ROW Landscape Maintenance Bid Schedule

FEB 3 MAR 8 APR 8 MAY 13	Project #1 S 288th St SR 99 to I-5 x \$ = \$	Project #2 S 312th St 1st Ave to SR99 2 x \$ = \$ 3 x \$ = \$ 8 x \$ = \$ 8 x \$ = \$	Project #8 S 336th St 1st Ave to I-5 Bridge 2 x \$ = \$ 5 x \$ = \$ 10 x \$ = \$	Project #9 S 342nd St Library Lane 1 x \$ = \$ 1 x \$ = \$ 3 x \$	Project #10 SW 340th / S 348th St Hoyt to 16 Ave S 3 x \$ = \$ 5 x \$ = \$	Project #11 SW 356th St 21st SW to 1st Ave S 2 x \$ = \$ 3 x \$ = \$	Project #21 21st Ave SW SW 356 to SW 312 2 x \$ = \$ 3 x \$ = \$
FEB 3 MAR 8 APR 8 MAY 13	SR 99 to I-5         x       \$	1st Ave to SR99         2       x       \$	1st Ave to I-5 Bridge         2       x         =       \$	Library Lane          1       x       \$	Hoyt to 16 Ave S 3 x \$ = \$ 5 x \$ = \$	21st SW to 1st Ave S         2       x       \$	SW 356 to SW 312 2 x \$ = \$ 3 x \$
FEB 3 MAR 8 APR 8 MAY 13	x \$ = \$ = \$ = \$ x \$ = \$ x \$ = \$	2 x \$ = \$ 3 x \$ = \$ 8 x \$ 8 x \$ 8 x \$	2 x \$ = \$ 5 x \$ = \$ 10 x \$	1 x \$ = \$ 1 x \$ = \$ 3 x \$	3 x \$ = \$ 5 x \$ = \$	2 x \$ = \$ 3 x \$	2 x \$ = \$ 3 x \$
FEB 3 MAR 8 APR 8 MAY 13	= \$ x \$ = \$ x \$ = \$ x \$ = \$	= \$ 3 x \$ = \$ 8 x \$ 8 x \$ 8 x \$	= \$ 5 x \$ = \$ 10 x \$	= \$ 1 x \$ = \$ 3 x \$	= \$ 5 x \$ = \$	= \$ 3 x \$	= \$ 3 x \$
MAR 8 APR 8 MAY 13	= \$ x \$ = \$ x \$ = \$	= \$ 8 x \$ = \$ 8 x \$	= \$ 10 x \$	= \$ 3 x \$	= \$		3 x \$ = \$
MAR 8 APR 8 MAY <sup>13</sup>	x \$ = \$ x \$ = \$	8 x \$ = \$ 8 x \$	10 x \$	3 x \$			
MAY <sup>13</sup>	= \$	8 x \$		= \$	10 x \$ = \$	8 x \$ = \$	8 x \$ = \$
		= \$	12 x \$ = \$	4 x \$ = \$	12 x \$ = \$	8 x \$ = \$	9 x \$ = \$
	x \$ = \$	13 x \$ = \$	16 x \$ = \$	5 x \$ = \$	16 x \$ = \$	11 x \$ = \$	14 x \$ = \$
	x \$ = \$	11 x \$ = \$	16 x \$ = \$	4 x \$ = \$	16 x \$ = \$	11 x \$ = \$	12 x \$ = \$
JUL <sup>12</sup>	x \$ = \$	12 x \$ = \$	16 x \$ = \$	5 x \$ = \$	16 x \$ = \$	13 x \$ = \$	14 x \$ = \$
AUG <sup>9</sup>	x \$ = \$	11 x \$ = \$	15 x \$ = \$	3 x \$ = \$	13 x \$ = \$	11 x \$ = \$	12 x \$ = \$
SEP <sup>10</sup>	x \$ = \$	10 x \$ = \$	13 x \$ = \$	4 x \$ = \$	13 x \$ = \$	10 x \$ = \$	11 x \$ = \$
	x \$ = \$	7 x \$ = \$	11 x \$ = \$	3 x \$ = \$	11 x \$ = \$	7 x \$ = \$	8 x \$ = \$
NOV 5	x \$ = \$	5 x \$ = \$	9 x \$ = \$	5 x \$ = \$	9 x \$ = \$	6 x \$ = \$	7 x \$ = \$
	x \$ = \$	2 x \$ = \$	2 x \$ = \$	1 x \$ = \$	3 x \$ = \$	2 x \$ = \$	2 x \$ = \$
TOTAL \$		\$	\$	\$	\$	\$	\$

wing, trimming, weeding, etc.) provided for each month, the same unit cost is applied equally to all items of work. \*

All items of work must be completed within any given month in \*\* order to receive full payment for that month.

					BASE BID
Project #24	Project #25	Project #26	Project #32	Project #33	Total Monthly
S 333rd St / S 332nd St	Roundabout	13 PI S/ S 330th St	6th Ave SW	10th Ave SW / SW 330th	
Roundabout to 13th PI S	S334th at 38thS	S 324 to SR 99	Cul-De-Sac to SW 353rd-South Side only	Campus Dr SW to 1st Ave S	Projects 1, 2, 8-11, 21, 24-26, and 32-33
2 x \$	0 x \$	2 x \$	0 x \$	3 x \$	
= \$	= \$	= \$	= \$	= \$	\$
3 x \$	1 x \$	3 x \$	0 x \$	5 x \$	\$
= \$	= \$	= \$	= \$	= \$	
8 x \$	2 x \$	8 x \$	6 x \$	10 x \$	\$
= \$	= \$	= \$	= \$	= \$	
9 x \$	2 x \$	9 x \$	6 x \$	12 x \$	\$
= \$	= \$	= \$	= \$	= \$	
11 x \$	2 x \$	12 x \$	8 x \$	14 x \$	\$
= \$	= \$	= \$	= \$	= \$	
12 x \$	4 x \$	12 x \$	9 x \$	16 x \$	\$
= \$	= \$	= \$	= \$	= \$	
11 x \$	2 x \$	12 x \$	8 x \$	16 x \$	\$
= \$	= \$	= \$	= \$	= \$	
10 x \$	3 x \$	10 x \$	7 x \$	13 x \$	\$
= \$	= \$	= \$	= \$	= \$	
10 x \$	2 x \$	10 x \$	7 x \$	13 x \$	\$
= \$	= \$	= \$	= \$	= \$	
7 x \$	2 x \$	7 x \$	6 x \$	11 x \$	\$
= \$	= \$	= \$	= \$	= \$	
7 x \$	2 x \$	7 x \$	3 x \$	9 x \$	\$
= \$	= \$	= \$	= \$	= \$	
2 x \$	0 x \$	2 x \$	0 x \$	3 x \$	\$
= \$	= \$	= \$	= \$	= \$	
\$	\$	\$	\$	\$	\$
		300 Extra Hours of		\$ per hour =	\$
		Maintenance Labor		BASE BID Total	
				mowing, trimming, weeding	d on the number of service (e.g. g, etc.) provided for each month, ed equally to all items of work.

All items of work must be completed within any given \*\* month in order to receive full payment for that month.

	Project	Bid Alt 1			
MONTH	Project #28	Total Monthly			
	Various Locations Garbage/Recycle	Various Locations Littler Pickup/Disposal	Cost** Projects 28 & 29		
	4 x \$	2 x \$			
JAN	= \$	= \$	\$		
FED	4 x \$	2 x \$			
FEB	= \$	= \$	\$		
MAR	5 x \$ = \$	2 x \$ = \$	\$		
APR	4 x \$ = \$	2 x \$ = \$	\$		
MAY	5 x \$	2 x \$			
	= \$	= \$	\$		
JUN	4 x \$ = \$	2 x \$ = \$	\$		
JUL	4 x \$ = \$	2 x \$ = \$	\$		
AUG	5 x \$ = \$	2 x \$ = \$	\$		
SEP	4 x \$ = \$	2 x \$ = \$	\$		
ОСТ	4 x \$ = \$	2 x \$ = \$	\$		
NOV	5 x \$ = \$	2 x \$ = \$	\$		
DEC	4 x \$ = \$	2 x \$ = \$	\$		
TOTAL	\$	\$	\$		
		TOTAL Bid Alternate 1	\$		
	Project costs shall be based on the number of service (e.g. mowing, trimming, weeding, etc.) provided for each month, * the same unit cost is applied equally to all items of work. All items of work must be completed within any given month ** in order to receive full payment for that month.				

	Project Costs*	Bid Alt 2		
MONTH	Project #20	Total Monthly Cost**		
	1st Ave S S356 to S312	Project 20		
JAN	3 x \$			
0,	= \$	\$		
FEB	5 x \$			
	= \$	\$		
MAR	10 x \$ = \$	\$		
APR	12 x \$ = \$	\$		
MAY	14 x \$			
	= \$	\$		
JUN	16 x \$ = \$	\$		
JUL	16 x \$ = \$	\$		
		φ		
AUG	15 x \$ = \$	\$		
SEP	13 x \$			
	= \$	\$		
OCT	11 x \$ = \$	\$		
NOV	9 x \$			
	= \$	\$		
DEC	3 x \$ = \$	\$		
TOTAL	\$	\$		
	TOTAL Bid Alt 2	\$		
Project costs shall be based on the number of service (e.g. mowing, trimming, weeding, etc.) provided for each month, * the same unit cost is applied equally to all items of work. All items of work must be completed within any given month				
** in order to receive full payment for that month.				

	Project	BID ALT 3	
MONTH	Project #4	Project #6	Total Monthly Cost**
	SW 320th St 47 Ave SW to 11 PI S	S 320th St I-5 to Weyerhaeuser	Projects 4 and 6
JAN	2 x \$ = \$	2 x \$ = \$	\$
FEB	3 x \$ = \$	3 x \$ = \$	\$
MAR	8 x \$ = \$	7 x \$ = \$	\$
APR	9 x \$ = \$	8 x \$ = \$	\$
MAY	13 x \$ = \$	12 x \$ = \$	\$
JUN	12 x \$ = \$	11 x \$ = \$	\$
JUL	13 x \$ = \$	12 x \$ = \$	\$
AUG	10 x \$ = \$	11 x \$ = \$	\$
SEP	10 x \$ = \$	9 x \$ = \$	\$
ОСТ	8 x \$ = \$	7 x \$ = \$	\$
NOV	6 x \$ = \$	5 x \$ = \$	\$
DEC	2 x \$ = \$	2 x \$ = \$	\$
TOTAL	\$	\$	\$
		Total Bid Alternate 3	\$
		<ul> <li>mowing, trimming, weeding,</li> <li>* the same unit cost is applied</li> <li>All items of work must be co</li> </ul>	mpleted within any given month
		** in order to receive full paym	ent for that month.

		Project Costs*		Bid Alt 4
MONTH	Project #14	Project #15	Project #16	Total Monthly
	SR-99 SR-99		SR-99	Cost** Projects 14-16
	S 283 to S 272	18 Ave S to S 283	S 310 to 18 Ave S	
JAN	2 x \$	2 x \$	2 x \$	
JAN	= \$	= \$	= \$	\$
	7 x \$	7 x \$	7 x \$	
FEB	= \$	= \$	= \$	\$
	8 x \$	8 x \$	8 x \$	
MAR	= \$	= \$	= \$	\$
APR	10 x \$	10 x \$	10 x \$	
APK	= \$	= \$	= \$	\$
MAY	14 x \$	14 x \$	14 x \$	
	= \$	= \$	= \$	\$
JUN	12 x \$	12 x \$	11 x \$	
	= \$	= \$	= \$	\$
JUL	13 x \$	13 x \$	12 x \$	
	= \$	= \$	= \$	\$
AUG	13 x \$ = \$	13 x \$	11 x \$ = \$	¢
	+	¥	· · · · · · · · · · · · · · · · · · ·	\$
SEP	11 x \$ = \$	11 x \$ = \$	11 x \$ = \$	\$
	Ψ	+ <u> </u>		Ψ
OCT	9 x \$ = \$	9 x \$ = \$	9 x \$ = \$	\$
NOV	9 x \$ = \$	9 x \$ = \$	9 x \$ = \$	\$
		2 x \$	2 x \$	· ·
DEC	2 x \$ = \$	2 x 5 = \$	2 X \$ = \$	\$
TOTAL	\$	\$	\$	\$
101/12	Ψ	Ψ		
			Total Bid Alt 4	\$
				d on the number of service (e.g.
			mowing, trimming, weeding * the same unit cost is applied	, etc.) provided for each month, d equally to all items of work.
			All items of work must be co	ompleted within any given month
			** in order to receive full paym	ent for that month.

#### 2023 ROW Landscape Maintenance Bid Schedule

	Project Costs*				Bid Alt 5
MONTH	Project #13	Project #19	Project #30	Project #31	Total Monthly
	16th Ave S / Enchatnted Pkwy S 35th to SR 99	SR 99 S 356 to S 348	S 352nd Street SR99 to SR161	S 356th Street SR99 to 16th Ave	Cost** Projects 13, 19, 30, 31
JAN	2 x \$ = \$	1 x \$ = \$	2 x \$ = \$	2 x \$ = \$	\$
FEB	4 x \$ = \$	2 x \$ = \$	3 x \$ = \$	3 x \$ = \$	\$
MAR	9 x \$ = \$	6 x \$ = \$	8 x \$ = \$	8 x \$ = \$	\$
APR	10 x \$ = \$	6 x \$ = \$	8 x \$ = \$	8 x \$ = \$	\$
MAY	13 x \$ = \$	10 x \$ = \$	13 x \$ = \$	12 x \$ = \$	\$
JUN	13 x \$ = \$	8 x \$ = \$	12 x \$ = \$	12 x \$ = \$	\$
JUL	13 x \$ = \$	10 x \$ = \$	12 x \$ = \$	12 x \$ = \$	\$
AUG	12 x \$ = \$	8 x \$ = \$	11 x \$ = \$	11 x \$ = \$	\$
SEP	11 x \$ = \$	8 x \$ = \$	11 x \$ = \$	10 x \$ = \$	\$
OCT	9 x \$ = \$	5 x \$ = \$	8 x \$ = \$	7 x \$ = \$	\$
NOV	9 x \$ = \$	4 x \$ = \$	7 x \$ = \$	7 x \$ = \$	\$
DEC	2 x \$ = \$	1 x \$ = \$	2 x \$ = \$	2 x \$ = \$	\$
TOTAL	\$	\$	\$	\$	\$
				Total Bid Alt 5	\$
				mowing, trimming, weeding * the same unit cost is applied	ompleted within any given month

#### 2023 ROW Landscape Maintenance Bid Schedule

Project Costs*			Bid Alt 6			
MONTH	Project #3	Project #7	Project #12	Project #22	Project #23	Total Monthly
	S 312th St SR99 to 24 Ave S	S 324th St 11 PI S to 18 Ave S	23rd Ave S S 324 to S 316	21st Ave S S 320 to S 316	S 317th St 28 Ave S & Roundabout	Cost** Projects 3, 7, 12, 22, 23
JAN	1 x \$ = \$	1 x \$ = \$	1 x \$ = \$	1 x \$ = \$	2 x \$ = \$	\$
FEB	1 x \$ = \$	1 x \$ = \$	1 x \$ = \$	1 x \$ = \$	3 x \$ = \$	\$
MAR	3 x \$ = \$	3 x \$ = \$	3 x \$ = \$	3 x \$ = \$	8 x \$ = \$	\$
APR	4 x \$ = \$	4 x \$ = \$	4 x \$ = \$	4 x \$ = \$	8 x \$ = \$	\$
MAY	4 x \$ = \$	4 x \$ = \$	4 x \$ = \$	4 x \$ = \$	9 x \$ = \$	\$
JUN	4 x \$ = \$	4 x \$ = \$	4 x \$ = \$	4 x \$ = \$	12 x \$ = \$	\$
JUL	4 x \$ = \$	4 x \$ = \$	4 x \$ = \$	4 x \$ = \$	11 x \$ = \$	\$
AUG	3 x \$ = \$	3 x \$ = \$	3 x \$ = \$	3 x \$ = \$	11 x \$ = \$	\$
SEP	3 x \$ = \$	3 x \$ = \$	3 x \$ = \$	3 x \$ = \$	10 x \$ = \$	\$
ОСТ	3 x \$ = \$	3 x \$ = \$	3 x \$ = \$	3 x \$ = \$	7 x \$ = \$	\$
NOV	4 x \$ = \$	4 x \$ = \$	4 x \$ = \$	4 x \$ = \$	7 x \$ = \$	\$
DEC	1 x \$ = \$	1 x \$ = \$	1 x \$ = \$	1 x \$ = \$	2 x \$ = \$	\$
TOTAL	\$	\$	\$	\$	\$	\$
					Total Bid Alt 6	\$
					mowing, trimming, weeding, * same unit cost is applied eq	mpleted within any given month in

\*\* order to receive full payment for that month.

		Project Costs*		Bid Alt 7
MONTH	Project #5	Project #17	Project #18	Total Monthly
	S 320th St 11th PI S to I-5	SR-99 S 324 to S 310	SR-99 S 340 to S 324	Cost** Projects 5, 17, 18
JAN	2 x \$ = \$	2 x \$ = \$	2 x \$ = \$	\$
FEB	3 x \$ = \$	7 x \$ = \$	7 x \$ = \$	\$
MAR	8 x \$ = \$	8 x \$ = \$	8 x \$ = \$	\$
APR	9 x \$ = \$	11 x \$ = \$	10 x \$ = \$	\$
MAY	13 x \$ = \$	15 x \$ = \$	14 x \$ = \$	\$
JUN	12 x \$ = \$	13 x \$ = \$	12 x \$ = \$	\$
JUL	12 x \$ = \$	14 x \$ = \$	15 x \$ = \$	\$
AUG	11 x \$ = \$	14 x \$ = \$	13 x \$ = \$	\$
SEP	9 x \$ = \$	13 x \$ = \$	11 x \$ = \$	\$
ОСТ	7 x \$ = \$	11 x \$ = \$	9 x \$ = \$	\$
NOV	6 x \$ = \$	9 x \$ = \$	9 x \$ = \$	\$
DEC	2 x \$ = \$	2 x \$ = \$	2 x \$ = \$	\$
TOTAL	\$	\$	\$	\$
	-		Total Bid Alt 7	\$
			<ul><li>mowing, trimming, weeding,</li><li>the same unit cost is applied</li></ul>	l on the number of service (e.g. etc.) provided for each month, d equally to all items of work.
			All items of work must be co ** in order to receive full paym	ompleted within any given month ent for that month.

MONITU	Project Costs* Project #27	Bid Alt 8 Total Monthly	
MONTH	Irrigation System	Cost** Project 27	
JAN	0 x \$ = \$	\$	
FEB	0 x \$ = \$	\$	
MAR	0 x \$ = \$	\$	
APR	38 x \$ = \$	\$	
MAY	38 x \$ = \$	\$	
JUN	38 x \$ = \$	\$	
JUL	38 x \$ = \$	\$	
AUG	38 x \$ = \$	\$	
SEP	38 x \$ = \$	\$	
ОСТ	38 x \$ = \$	\$	
NOV	0 x \$ = \$	\$	
DEC	0 x \$ = \$	\$	
TOTAL	\$	\$	
	Total Bid Alt 8	\$	
Project costs shall be based on the number of service (e.g. mowing, trimming, weeding, etc.) provided for each month, * the same unit cost is applied equally to all items of work. All items of work must be completed within any given month ** in order to receive full payment for that month.			

#### Attachment D

#### **BID SIGNATURE PAGE**

Date: \_\_\_\_\_

The undersigned bidder hereby proposes and agrees to deliver the equipment and/or services pursuant to the 2023 RIGHT-OF-WAY LANDSCAPE MAINTENANCE and comply with all other terms and conditions of the contract and bid documents of RFB 22-009.

No bidder may withdraw his/her bid for a period of ninety (90) days after the day of bid opening.

The required bid security consisting of a certified check, bid bond, or cashier's check in an amount of not less than five percent (5%) of the total amount will be delivered to the City.

The undersigned individual represents and warrants that he or she is dully authorized to execute the bid and all bid documents on behalf of any partnership, joint venture or corporation.

Corporation/Partnership/Individual (Delete Two) Company

Ву: \_\_\_\_\_

(Signature)

(Printed Name)

Its: \_\_\_

(Title)

(Address)

(Telephone Number)

## Attachment E

#### **BID BOND FORM**

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

#### **BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that we, \_\_\_\_\_\_, as Principal, and \_\_\_\_\_\_, as Surety, are held and firmly bound unto the City of Federal Way, as Obligee, in the penal sum of \_\_\_\_\_\_ and \_\_\_/100 dollars (\$\_\_\_\_\_\_), for the payment of which the Principal and the Surety bond themselves, their heirs and executors, administrators, successors and assigns, jointly and severally, by these presents.

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

## 2023 RIGHT-OF-WAY LANDSCAPE MAINTENANCE

According to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise, it shall be, and remain in full force and effect, and the Surety shall forthwith pay and forfeit to the Obligee as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_\_, 20\_\_\_.

Principal

Surety

Date: \_\_\_\_\_, 20\_\_\_.

Received return of deposit in the sum of \$ \_\_\_\_\_.

## Attachment F

## SUBCONTRACTOR LIST

Prepared in Compliance with RCW 39.30.060

#### 2023 RIGHT-OF-WAY LANDSCAPE MAINTENANCE

Failure to list subcontractors who are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW and electrical as described in Chapter 19.28 RCW, or identify the bidder for the work will result in your bid being non-responsive and therefore void.

Subcontractors that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be named below, or name the bidder for the work.

The bidder verifies that each first tier subcontractor, and every subcontractor of any tier that hires other subcontractors, has a current certificate of registration in compliance with chapter 18.27 RCW; a current Washington Unified Business Identifier (UBI) number; has Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW, if applicable; has a Washington Employment Security Department number, as required in Title 50 RCW, if applicable; has a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW, if applicable; has an electrical contractor license, if required by Chapter 19.28 RCW, if applicable; has an elevator contractor license, if required by Chapter 70.87 RCW.

The following listed bid items (listed in numerical sequence) for this project have been proposed for subcontracting to subcontractors as indicated.

SUBCONTRACTOR NAME	ITEM NUMBERS	ESTIMATED AMOUNT	WMBE QUALIFIED? (Y/N)

## Attachment G

#### City of Federal Way COMBINED AFFIDAVIT AND CERTIFICATION FORM

Non-Collusion, Anti-Trust, Prevailing Wage (Non-Federal Aid), Debarment, Eligibility, and Certification of Lawful Employment

#### NON-COLLUSION AFFIDAVIT

Being first duly sworn, deposes and says, that he/she is the identical person who submitted the foregoing proposal or bid, and that such bid is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and further, that the deponent has not directly induced or solicited any other Bidder on the foregoing work equipment to put in a sham bid, or any other person or corporation to refrain from bidding, and that deponent has not in any manner sought by collusion to secure to himself/herself or to any other person any advantage over other Bidder or Bidders; and

#### **NOTICE TO ALL BIDDERS** ON PROJECTS INVOLVING THE U.S. DEPARTMENT OF TRANSPORTATION (USDOT)

#### To report bid rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free hotline Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline to report such activities. The hotline is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected; and

#### **CERTIFICATION RE: ASSIGNMENT OF ANTI-TRUST CLAIMS TO PURCHASER**

Vendor and purchaser recognize that in actual economic practice, overcharges resulting from antitrust violations are, in fact, usually borne by the purchaser. Therefore, vendor hereby assigns to purchaser any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges resulting from anti-trust violations commencing after the date of the bid, quotation, or other event establishing the price under this order or contract. In addition, vendor warrants and represents that each of his suppliers and subcontractors shall assign any and all such claims to purchaser, subject to the aforementioned exception; and

#### PREVAILING WAGE AFFADAVIT

I, the undersigned, having duly sworn, deposed say and certify that in connection with the performance of the work of this project, will pay each classification of laborer, work person, or mechanic employed in the performance of such work, not less than the prevailing rate of wage or not less than the minimum rate of wage as specified in the principal contract; that I have read the above and forgoing statement and certificate, know the contents thereof and the substance as set forth therein, is true to my knowledge and belief; and

## DEBARMENT AFFIDAVIT

I certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

## AFFIDAVIT OF ELIGIBILITY

The Contractor certifies that it is properly licensed and registered under the laws of the State of Washington and has not been determined to have been in violation of RCW 50.12.070(1)(b), RCW 51.16.070(1)(b), or RCW 82.32.070(2) within the last two years. The Contractor further certifies that it has not been determined, within the last one year, to have committed any combination of two of the following violations or infractions within a five-year period: (1) Violated RCW 51.48.020(1) or 51.48.103; or (2) Committed an infraction or violation under chapter 18.27 RCW.

## **CERTIFICATION OF LAWFUL EMPLOYMENT**

The contractor hereby certifies that it has complied with all provisions of the Immigration and Nationality Act, now or as herein after amended, 8 USC Section 1101 et. seq., and that all employees, including subcontractor employees, are lawfully permitted to perform work in the United States as provided in this agreement with the City of Federal Way.

FOR: Non-Collusion Affidavit, Assignment of Anti-Trust Claims to Purchaser, Prevailing Wage Affidavit, Debarment Affidavit, Affidavit of Eligibility, and Certification of Lawful Employment.

2023 Right-of-Way Landscape Maintenance

Name of Bidder's Firm

Signature of Authorized Representative of Bidder

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(printed/typed name of notary) Notary Public in and for the State of Washington My commission expires: \_\_\_\_\_

## Attachment H

## CONTRACTOR'S COMPLIANCE STATEMENT

(President's Executive Order #11246)

Date: \_\_\_\_\_

This statement relates to a proposal contract with the City of Federal Way named

## 2023 RIGHT-OF-WAY LANDSCAPE MAINTENANCE

I am the undersigned bidder or prospective contractor. I represent that:

I  $\square$  have,  $\square$  have not, participated in a previous contract or subcontract subject to the President's Executive Order #11246 (regarding equal employment opportunity) or a preceding similar Executive Order.

	Name of Bidder
Ву:	Signature
Its:	Title
	Address

# Attachment I

# Contractor Certification Wage Law Compliance – Responsibility Criteria

# FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD.

I hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has **NOT** been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, and 49.52 RCW within three (3) years prior to the date of the Request for Bids.

Bidder	Name:
Name of Contractor/Bidder – Print Fu	ull Legal Entity Name of Firm
By:	Print Name of Person Making Certifications for Firm
Title:	Place:
Title of Person Signing Certificate Date:	Print City and State Where Signed



#### *Attachment J* PUBLIC WORKS MAINTENANCE AGREEMENT FOR 2023 RIGHT-OF-WAY LANDSCAPE MAINTENANCE

This Public Works Maintenance 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:	CITY OF FEDERAL WAY:
Insert Contact Name	Insert City Contract Administrator's Name
Insert Contractor's Address	33325 8 <sup>th</sup> Ave. S.
Address - Continued	Federal Way, WA 98003-6325
	(253) Insert Telephone Number (telephone)
Insert Telephone Number (telephone)	(253) Insert Fax Number (facsimile)
Insert Fax Number (facsimile)	Insert email address
Insert email address	

The Parties agree as follows:

1. <u>TERM</u>. 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 Insert specific date ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

## 2. <u>WORK</u>.

2.1 <u>Work</u>. 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 <u>Warranties</u>. 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

City of Federal Way 2023 Right-of-Way Landscape Maintenance Page 43



will not be 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 <u>Time, Documentation, and Inspection</u>. 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 Contract, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.

2.4 <u>Clean Up</u>. 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. <u>**TERMINATION**</u>. 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 may result in ineligibility for further City agreements.

# 4. <u>COMPENSATION</u>.

4.1 <u>Amount</u>. In return for the Work, the City shall pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit "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 Exhibit "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 <u>Method of Payment</u>. 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 <u>Defective or Unauthorized Work</u>. 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 <u>Non-Appropriation of Funds</u>. 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 <u>Final Payment: Waiver of Claims</u>. 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.

4.6 <u>Bond</u>. Pursuant to RCW 39.08 and RCW 60.28, Contractor shall post a bond in favor of the City, in the form attached to this Agreement as Exhibit "C" and incorporated by this reference, in a dollar amount satisfactory to the City; to guarantee Contractor's performance of the Work to the City's satisfaction; to insure Contractor's performance of all of the provisions of this Contract; to insure payment of Contractor's state sales tax; and to guarantee Contractor's payment of all laborers, mechanics, subcontractors and material persons. Contractor's obligations under this Agreement shall not be limited to the dollar amount of the bond. The bond shall not be released until the City has received all applicable documentation from the state and all outstanding claims filed pursuant to RCW 39.08 and RCW 60.28 have been resolved.

## 5. <u>INDEMNIFICATION</u>.

Contractor Indemnification. The Contractor agrees to release indemnify, defend, and hold the 5.1 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 <u>Industrial Insurance Act Waiver</u>. 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 <u>City Indemnification</u>. 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 <u>Survival</u>. 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. <u>Minimum Limits</u>. 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 \$2,000,000 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. <u>No Limit of Liability</u>. 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. <u>Additional Insured, Verification</u>. 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 "D" 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 <u>Survival</u>. The provisions of this Section shall survive the expiration or termination of this Agreement.

7. <u>CONFIDENTIALITY</u>. 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. The Contractor will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

8. <u>WORK PRODUCT</u>. 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 delivery all needed or contracted for work project upon demand. All records submitted by the City to the Contractor will be safeguarded by the Contractor. Contractor shall make such data, documents, and files available to the City 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. <u>BOOKS AND RECORDS</u>. 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. <u>INDEPENDENT CONTRACTOR / EMPLOYEE CONDITIONS</u>.

10.1 <u>Independence</u>. 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 <u>Safety</u>. 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 <u>Risk of Work</u>. 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

#### 10.4 Prevailing Wages.

10.4.1 <u>Wages of Employees</u>. This Agreement is subject to the minimum wage requirements of Chapter 39.12 of the Revised Code of Washington, as now existing or hereafter amended or supplemented. In the payment of hourly wages and fringe benefits to be paid to any of Contractor's laborers, workers and/or mechanics, Contractor shall not pay less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed, as determined by the Industrial Statistician of the Department of Labor and Industries of the State of Washington, which current "prevailing rates of wage" are attached hereto as Exhibit "E" and incorporated herein by this reference. Prevailing wages paid pursuant to this Agreement shall be the prevailing wage rates that are in effect on the date when the bids, proposals, or quotes were required to be submitted to the City.

10.4.2 <u>Agreements Exceeding One Year</u>. Pursuant to WAC 296-127-023, or hereafter amended, the City agrees to pay any increase in the current prevailing wages if and when this Contract is extended provided that the term of the Contract exceeds one year. The City further agrees to pay the current prevailing wages at the time of additional yearly extensions, and the Contractor agrees to pay its employees the increased prevailing wage.

10.4.3 <u>Exemptions to Prevailing Wage</u>. The prevailing wage requirements of Chapter 39.12 RCW, and as required in this Agreement do not apply to: Sole owners and their spouses; any partner who owns at least 30% of a partnership; the President, Vice President and Treasurer of a corporation if each one owns at least 30% of the corporation.

10.4.4 <u>Reporting Requirements</u>. Contractor shall comply with all reporting requirements of the Department of Labor and Industries of the State of Washington. Upon the execution of this Agreement, Contractor shall complete and file a Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries. Upon completion of the Work, Contractor shall complete and file an Affidavit of



Wages Paid with the Department of Labor and Industries. Contractor shall deliver copies of both the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid, certified by the Department of Labor and Industries, to the City.

10.4.5 <u>Disputes</u>. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be resolved by the City and the Contractor, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington and the decision therein shall be final and conclusive and binding on all parties involved in the dispute.

11. <u>CONFLICT OF INTEREST</u>. 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, 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 nondiscrimination. Any material violation of this provision shall be grounds for termination of this Contract by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements. If this project involves federal funds including USDOT funds administered by WSDOT, the contractor agrees to the clauses contained in Exhibit F.

## 13. <u>GENERAL PROVISIONS</u>.

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

City of Federal Way

2023 Right-of-Way Landscape Maintenance Page 49 RFB ver. 7/21 RFB # 22-009 2022



modified except by written agreement signed by duly authorized representatives of the Parties.

13.2 <u>Assignment and Beneficiaries</u>. 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 <u>Compliance with Laws</u>. 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 <u>Execution</u>. 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:
By: Jim Ferrell, Mayor	Stephanie Courtney, CMC, City Clerk
shirt erren, wayor	Stephanie Courtiley, Chie, 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 1	THE OTHER ONE:
Corporate:	
STATE OF WASHINGTON ) ) ss. COUNTY OF)	
On this day personally appeared before me _	, to me known to be the that executed the foregoing
	that executed the foregoing be the free and voluntary act and deed of said corporation, in oath stated that he/she was authorized to execute said prate seal of said corporation.
GIVEN my hand and official seal this	day of, 20
Notary's signatur	
Notary's printed Notary's printed Notary	name lotary Public in and for the State of Washington. Ay commission expires



)

CITY HALL 33325 8th Avenue South Federal Way, WA 98003-6325 (253) 835-7000 www.cityoffederalway.com

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:

Description of Work. The Contractor shall do or provide the following: perform all work and furnish all tools, materials, supplies, equipment, labor, and other items incidental thereto necessary for the 2023 Right of Way Landscape Maintenance services, including without limitation, services more specifically described in Appendix A, Technical Requirements, attached hereto and incorporated by this reference ("Services"), in accordance with and as described in the Contract Documents, which include without limitation, this Contract, Request for Bids, Bidder's Checklist, Instructions to Bidders, General Contractual Terms and Conditions, Bid Form, Bid Signature Page, Bid Bond, Combined Affidavit and Certification Form, Contractor's Compliance Statement, "Services" attached as Exhibit A, "Compensation" attached as Exhibit B, Performance/Payment/Retainage Bond attached as Exhibit C, Certificate(s) of Insurance attached as Exhibit D, Prevailing Wages and Benefit Code Key attached as Exhibit F, Technical Requirements attached hereto and incorporated by this reference, (collectively the "Contract Documents"), which Work shall be completed 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.

Additional Services. The City may elect to have the Contractor perform additional work or services, in connection with this project, described in Appendix A, attached hereto and incorporated by this reference ("Additional Services"). The Contractor shall not proceed with the Additional Services until so authorized in writing by the City. Payment for all Additional Services performed under his Agreement shall be outlined in Exhibit B, "Compensation."



#### EXHIBIT "B"

#### **COMPENSATION**

1. Total Compensation: In return for the Services, the City shall pay the Contractor a total amount not to exceed \_\_\_\_\_\_ and \_/100 Dollars (\$\_\_\_\_\_\_0) [insert maximum total compensation]

2. Method of Compensation:

#### Unit bid prices

In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount, calculated on the basis of the unit bid prices or hourly rates per submitted bid form and bid schedules.

Annual increases in Bid Quote prices may be negotiated and executed via amendment to accommodate material cost increases, union labor contract increases, use of subcontractors in-lieu of in-house staff. Contract increases shall be consistent with the Puget Sound Cost Price Index on June 30 for the previous year. Contractor shall request review of unit bid prices no later than October 31<sup>st</sup> of each year to go into effect January 1st. Contractor shall provide all back-up documentation to support annual cost increases.

#### **Reimbursable Expenses**.

The actual customary and incidental expenses inc	curred by Contractor in	performing the Services	including
and other reasonable costs; pro	ovided, however, that su	ich costs shall be deemed	d reasonable in
the City's sole discretion and shall not exceed	and	/100 Dollars (\$	).



#### EXHIBIT "C"

#### CITY OF FEDERAL WAY PERFORMANCE/PAYMENT/RETAINAGE BOND

#### KNOW ALL PEOPLE BY THESE PRESENTS:

We, the undersigned \_\_\_\_\_\_, ("Principal") and \_\_\_\_\_\_, the undersigned corporation organized and existing under the laws of the State of \_\_\_\_\_\_\_ and legally doing business in the State of Washington as a surety ("Surety"), are held and firmly bonded unto the City of Federal Way, a Washington municipal corporation ("City") in the penal sum of \_\_\_\_\_\_\_ Dollars and no/100 (\$\_\_\_\_\_) for the payment of which we firmly bind ourselves and our legal representatives, heirs, successors and assigns, jointly and severally.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted.

The Principal has entered into an Agreement with the City dated \_\_\_\_\_, 20\_\_ for

NOW, THEREFORE, if the Principal shall perform all the provisions of the Agreement in the manner and within the time period prescribed by the City, or within such extensions of time as may be granted under the Agreement, and shall pay all laborers, mechanics, subcontractors and material men or women, and all persons who shall supply the Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall pay all applicable state sales tax, and shall hold the City, its officials, agents, employees and volunteers harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of the Principal, or any subcontractor in the performance of said work, and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Agreement within a period of one (1) year after its final acceptance thereof by the City, then and in the event this obligation shall be void; but otherwise, it shall be and remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Agreement or to the Work.

The Surety hereby agrees that modifications and changes may be made in terms and provisions of the Agreement without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Agreement, the Surety shall make a written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the city, the amount necessary for the City to remedy the



default, including legal fees incurred by the City, or (c) in the event that Surety's evaluation of the dispute is not complete or in the event the Surety disputes the City's claim of default, the Surety shall notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City's declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation to resolve said dispute. The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by Judicial Dispute Resolution, LLC, 1425 Fourth Avenue, Suite 300, Seattle, Washington 98101. The Surety shall not interplead prior to completion of the mediation.

DATED this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_.

CORPORATE SEAL OF PRINCIPAL:

PRINCIPAL

By:

(Name of Person Executing Bond)

Its:

(Title)

(Address)

(Phone)

# CERTIFICATE AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_\_, who signed the said bond on behalf of the Principal, was \_\_\_\_\_\_

of the said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.



) ss.

CITY HALL 33325 8th Avenue South Federal Way, WA 98003-6325 (253) 835-7000 www.cityoffederalway.com

[For LLC's with one officer only, use the notary block below and DELETE Certificate of Corporate Seal]

STATE OF WASHINGTON )

COUNTY OF

On this day personally appeared before me _	, to me known to be the
of	that executed the foregoing
e	o be the free and voluntary act and deed of said limited
5 1 5 7 1 1	nentioned, 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

CORPORATE SEAL OF SURETY:

SURETY

By:

Attorney-in-Fact (Attach Power of Attorney)

(Name of Person Executing Bond)

(Address)

(Phone)

APPROVED AS TO FORM:

J. Ryan Call, City Attorney



# EXHIBIT "D"

Insert Contractor's Certificate of Insurance

## EXHIBIT E State of Washington Department of Labor and Industries Prevailing Wages 8/12/2022

County	Trade	Job Classification	Wage	Holiday
King	Flaggers	Journey Level	\$46.29	15J
King	Landscape Maintenance	Groundskeeper	\$17.87	

# EXHIBIT E State of Washington Department of Labor and Industries Prevailing Wages 8/12/2022

Overtime	Notes
4V	8Y
1	

#### **Overtime Codes**

**Overtime calculations** are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

- 1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
  - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a fourten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
  - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
  - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- 1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
  - P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
  - R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
  - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
  - V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
  - W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
  - Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
  - Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

- 2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
  - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
  - M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
  - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
  - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
  - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.

# 3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
- H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
- J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

# 4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

- 4. C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.
  - D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

#### EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal fourday, ten hour work week, and Saturday shall be paid at one and one half  $(1\frac{1}{2})$  times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- 4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
  - K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
  - L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
  - U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 <sup>1</sup>/<sub>2</sub>) the straight time rate.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

W. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

4. X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Y. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. All work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay.

Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

Z. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. Work performed on Sundays may be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.

# 11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- B After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

11. D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal fourday, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.

H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.

11. I. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.

On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.

Any shift starting between the hours of 6:00 pm and midnight shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift.

J. All hours worked on holidays shall be paid at double the hourly rate of wage.

#### Holiday Codes

- 5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
  - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
  - C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
  - D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
  - H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
  - I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
  - J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
  - K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
  - L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
  - N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
  - P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.

#### **Holiday Codes Continued**

- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- 6. G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
  - H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
  - T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
  - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
- 7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
  - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

#### Holiday Codes Continued

- 7. F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
  - H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
  - P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
  - Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
  - S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

#### **Holiday Codes Continued**

- 7. V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
  - X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
  - Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
  - G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
  - P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

#### **Holiday Codes Continued**

- 7. Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
  - S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
  - X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
  - Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- 15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - H. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day (8). When the following holidays fall on a Saturday (New Year's Day, Independence Day, and Christmas Day) the preceding Friday will be considered as the holiday; should they fall on a Sunday, the following Monday shall be considered as the holiday.
  - I. Holidays: New Year's Day, President's Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the last regular workday before Christmas (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
  - J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

#### Note Codes

- 8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
  - L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
  - M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
  - N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
  - S. Effective August 31, 2012 A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
  - T. Effective August 31, 2012 A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
  - U. Workers on hazmat projects receive additional hourly premiums as follows Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
  - V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.

Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.

Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.

W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

#### **Note Codes Continued**

X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit:
 \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.

When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

- (A) 130' to 199' \$0.50 per hour over their classification rate.
- (B) 200' to 299' \$0.80 per hour over their classification rate.
- (C) -300' and over \$1.00 per hour over their classification rate.

#### **Note Codes Continued**

9. B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.



### EXHIBIT "F"

### TITLE VI ASSURANCES

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

#### 1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

#### 2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

#### 3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

#### 4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

#### **5.** Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to: Withholding of payments to the contractor under the contract until the contractor complies, and/or; Cancellation, termination, or suspension of the contract, in whole or in part



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#### 6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

### **APPENDIX A**

# **TECHNICAL REQUIREMENTS**

# **APPENDIX A**

### TECHNICAL REQUIREMENTS RFB 22-009

Site Location (beginning and end points referenced: West to East; South to North)

- 1. S 288<sup>th</sup> Street, Pacific Highway S to I-5
- 2. S 312<sup>th</sup> Street, 1<sup>st</sup> Avenue S to Pacific Highway S
- S 312<sup>th</sup> Street, Pacific Highway S to 28<sup>th</sup> Avenue S (includes 18<sup>th</sup> Ave S, 400 ft south of S 312<sup>th</sup> to S 312<sup>th</sup>)
- 4. SW 320<sup>th</sup> Street, 47<sup>th</sup> Ave SW to 11<sup>th</sup> Place S
- S 320<sup>th</sup> Street, 11<sup>th</sup> Place S to I-5 (includes trimming wisteria at gazebos) (includes street trees behind the sidewalk and "flag island" turf and vegetation east of Pacific Hwy)
- 6. S 320<sup>th</sup> Street, I-5 to Weyerhaeuser Way
- 7. S 324<sup>th</sup> Street, 11<sup>th</sup> Place S to 23<sup>rd</sup> Avenue S
- 8. S 336<sup>th</sup> Street, 1<sup>st</sup> Way S to I-5 Bridge
- 9. S 342<sup>nd</sup> Street, 1<sup>st</sup> Way S to 500' East (Library Lane Median)
- SW 340<sup>th</sup> / S 348<sup>th</sup> Street\* (etc.), Hoyt Road to Enchanted Parkway (16<sup>th</sup> Avenue S). \*SW 340<sup>th</sup> Street changes to SW 336<sup>th</sup> Street, SW Campus Drive, SW 340<sup>th</sup> Street, and S 348thprior to Enchanted Parkway.
- SW 356<sup>th</sup> Street, 21<sup>st</sup> Avenue SW to 1<sup>st</sup> Avenue S (includes improvements from 21<sup>st</sup> Avenue SW at SW 356<sup>th</sup> Street to 22<sup>nd</sup> Avenue SW at SW 357<sup>th</sup> Street)
- 12. 23<sup>rd</sup> Avenue S, S 324<sup>th</sup> Street to S 316<sup>th</sup> Street
- 16<sup>th</sup> Ave S / Enchanted Pkwy, S 356<sup>th</sup> Street to Pacific Hwy S (includes landscape on S 344<sup>th</sup> Street from 16<sup>th</sup> Ave S to the end, and traffic islands on 16<sup>th</sup> Ave S from S 364<sup>th</sup> Street to Enchanted Pkwy)
- 14. Pacific Highway S, S 283<sup>rd</sup> Street to S 272<sup>nd</sup> Street
- Pacific Highway S, 18<sup>th</sup> Ave S to 283<sup>rd</sup> Street (includes Dash Pt Rd from 9<sup>th</sup> PI S to Pacific Hwy S)
- 16. Pacific Highway S, S 310<sup>th</sup> Street to 18<sup>th</sup> Avenue S. Includes S 308<sup>th</sup> from 14<sup>th</sup> Ave S to Pacific Hwy.
- 17. Pacific Highway S, S 324<sup>th</sup> Street to S 310<sup>th</sup> Street
- Pacific Highway S, S 340<sup>th</sup> Street to S 324<sup>th</sup> Street (includes S 328<sup>th</sup> Street-(south side only) and S 332<sup>nd</sup> Street (both sides) from 15<sup>th</sup> Ave S to Pacific Highway) (includes mow strips behind sidewalk)
- Pacific Highway S, S 356<sup>th</sup> Street to S 340<sup>th</sup> Street (includes S 356<sup>th</sup> Street from Pac Hwy S to end of sidewalk west), (includes S 344<sup>th</sup> Street from 500' west of Pacific Hwy to Pacific Hwy).
- 1<sup>st</sup> Avenue S, S 356<sup>th</sup> Street to S 312<sup>th</sup> Street (includes landscape on both sides of 1<sup>st</sup> Avenue S, south of S 348<sup>th</sup> Street)
- 21<sup>st</sup> Avenue SW, SW 356<sup>th</sup> Street to SW 312<sup>th</sup> Street (includes SW 312<sup>th</sup> Street from Dash Pt. Rd to 14<sup>th</sup> Ave SW and island at Dash Pt. Rd and 21<sup>st</sup> Ave SW)

Appendix A: Technical Requirements 2023 Right of Way Landscape Maintenance

- 22. 21<sup>st</sup> Avenue S, S 320<sup>th</sup> Street to S 316<sup>th</sup> Street (includes S 316<sup>th</sup> Street, Pacific Highway S west to alley, Pacific Highway S to 23<sup>rd</sup> Avenue S, 20<sup>th</sup> Avenue S, S 316<sup>th</sup> Street to S 314<sup>th</sup> Street, including planter behind the sidewalk on the east side, and 20<sup>th</sup> Ave S, S 320<sup>th</sup> St to Mall Road)
- S 317<sup>th</sup> Street, 23<sup>rd</sup> Ave S to 28<sup>th</sup> Ave S; 28<sup>th</sup> Avenue S, S 317<sup>th</sup> Street to S 312<sup>th</sup> Street; and 28<sup>th</sup> Ave S / 317<sup>th</sup> Street S Roundabout (turf area)
- 24. S 333<sup>rd</sup> Street / S 332<sup>nd</sup> Street, roundabout to 13<sup>th</sup> PI S (including roundabout) (including 13<sup>th</sup> PI S, S 336<sup>th</sup> Street to the end)
- 25. Roundabout at S334th Street and 38<sup>th</sup> Avenue S
- 26. 13<sup>th</sup> PI S / S 330<sup>th</sup> Street S 324<sup>th</sup> St to SR 99 (includes both sides of 13<sup>th</sup> PI S and north side of S 330<sup>th</sup> St)
- 27. Irrigation system (Water Meter, Control Panel and Backflow Valve Locations, see Table A)
- 28. Various Locations (See Map #2): Garbage and Recycling Pickup and Disposal
- 29. Various Locations (See Map #3): Litter Pickup and Disposal Select Areas
- 30. S 352<sup>nd</sup> Street, Pacific Hwy S to Enchanted Pkwy
- 31. S 356<sup>th</sup> Street, Pacific Hwy S to 16<sup>th</sup> Ave S
- 32. 6<sup>th</sup> Ave SW at SW 353<sup>rd</sup> Street (south side of road only)
- 33. 10<sup>th</sup> Ave SW / SW 330<sup>th</sup> Campus Dr SW to 1<sup>st</sup> Ave S

### Table A

## RFB 17-006

	Water Meter, Control Panel and	Backflow Valve Locations
Project	Description	Meter/Double Check Location
1	S 288th Street, Pacific Highway S to I-5	<ul> <li>N side of S 288<sup>th</sup> St – 1800 block</li> <li>Control Panel- SW corner of S 288<sup>th</sup> &amp; 18<sup>th</sup> Ave S</li> </ul>
3	S 312th Street, Pacific Highway S to 28th Avenue S	<ul> <li>(1) NE corner of S 312<sup>th</sup> St &amp; 20<sup>th</sup> Ave S</li> <li>(1) Control Panel- same location</li> <li>(2) Meter – South side of S 312<sup>th</sup>, 150 Feet West of Main Steel Lake Park Entrance</li> <li>(2) Control Panel - South side of S 312<sup>th</sup>, 100 feet east of 24<sup>th</sup> Ave S</li> </ul>
5	S 320th Street, 11th Place S to I-5	<ul> <li>SW corner of S 320th St &amp; 23rd Ave S by Red Robin</li> <li>Control Panel- same location</li> </ul>
6	S 320th Street, I-5 to Weyerhaeuser Way	<ul> <li>W side of Weyerhaeuser Way 100' south of S 320<sup>th</sup></li> <li>Control Panel- same location</li> </ul>
7	S 324th Street, 11th Place S to 18th Avenue S	<ul> <li>SE corner of SR 99 &amp; S 324<sup>th</sup> St</li> <li>Control Panel- same location</li> <li>SW corner of SR 99 &amp; S 324<sup>th</sup> St</li> <li>Control Panel- same location</li> </ul>
8	S 336th Street, 1 <sup>st</sup> Way S to I-5 Bridge	<ul> <li>S side of S 336th St – 2000 block</li> <li>Control Panel- same location</li> <li>S side of S 336<sup>th</sup>- 400 feet west of 13<sup>th</sup> Pl S</li> <li>Control Panel- SW corner of S 336<sup>th</sup> and 13 Pl S</li> </ul>
10	SW 340 <sup>th</sup> Street / S 348th Street* (etc.), Hoyt Road to Enchanted Parkway (16th Avenue S)	<ul> <li>S side of S 348th St at entrance to Crossings</li> <li>Control Panel- S side of S 348<sup>th</sup> by walkway to stairs</li> <li>N side of SW 336th St at 2500 block SW</li> <li>Control Panel- same location</li> <li>N side of S 348th St at 1000 block S</li> <li>Control Panel- S side of S 348<sup>th</sup> at Park n Ride</li> <li>S side of S 348th St at 200 block</li> <li>Control Panel- SE corner of 1<sup>st</sup> Ave S &amp; S 348th</li> </ul>
13	16 <sup>th</sup> Ave S / Enchanted Pkwy, S 356 <sup>th</sup> Street to S 344th Street	<ul> <li>W side of island at S 356<sup>th</sup> St &amp; SR 161</li> <li>Control Panel- same location</li> <li>S side of S 356<sup>th</sup> St, west of 16<sup>th</sup> Ave S by driveway</li> <li>N side of S 356<sup>th</sup> St, east of 16<sup>th</sup> Ave S by Lowe's entrance</li> <li>Control Panel- Inside Lowe's Store (inside the Fire/Sprinkler Room)</li> </ul>

	Water Meter, Control Panel and Backflow Valve Locations										
Project	Description	Meter/Double Check Location									
14	Pacific Highway S, S 272nd Street to S 284th Street	<ul> <li>E side of SR 99 at 28300 block</li> <li>Control Panel- same location</li> <li>E side of SR 99, south of entrance to Park and Ride</li> <li>Control Panel- same location</li> </ul>									
15	Pacific Highway S, 18th Avenue S to S 284th Street, and Dash Point Road – Sacajawea Middle School to Pacific Hwy	<ul> <li>W side of SR 99 by Shell Station</li> <li>Control Panel- SW corner of SR 509 &amp; Hwy 99</li> <li>E side of SR 99 at 29100 block</li> <li>W side of SR 99 at 28700 block</li> <li>Control Panel- E side of Hwy 99 across from meter</li> <li>SE quadrant of Dash Point Road and Sacajawea MS north driveway entrance</li> <li>Control Panel – SW quadrant of Dash Point Road and 16<sup>th</sup> Ave S</li> </ul>									
16	Pacific Highway S, S 310th Street to 18th Avenue S	<ul> <li>NE corner of SR 99 &amp; S 308<sup>th</sup> St</li> <li>Control Panel- SW corner of SR 99 and S 308<sup>th</sup> St</li> <li>NE corner of SR 99 &amp; S 304<sup>th</sup> St</li> <li>Control Panel- same location</li> <li>SE corner of 14<sup>th</sup> Ave and S 308<sup>th</sup> Street</li> <li>Note: 308<sup>th</sup> Street irrigation on battery clocks</li> </ul>									
17	Pacific Highway S, S 324th Street to S 310th Street	<ul> <li>E side of SR 99 at S 31000 block</li> <li>Control Panel- SW corner of S 316<sup>th</sup> &amp; Hwy 99</li> <li>SW corner of S 320<sup>th</sup> &amp; SR 99 behind gazebo</li> <li>Control Panel- same location</li> </ul>									
18	Pacific Highway S, S 340 <sup>th</sup> to S 324th Street Street (includes S 330th Street and S 332nd Street from Pacific Highway S to 15th Avenue S)	<ul> <li>SE corner of S 325<sup>th</sup> St &amp; SR 99</li> <li>Control Panel- same location</li> <li>SE corner of S 333<sup>rd</sup> St &amp; SR 99</li> <li>Control Panel- SW corner of S 336<sup>th</sup> &amp; Hwy 99</li> </ul>									
19	Pacific Highway S, S 356 <sup>th</sup> to S 340th	<ul> <li>Meter at 34667 Pac Hwy driveway</li> <li>Control Panel at SW corner Pacific Hwy and S 340<sup>th</sup> Pl (Progressive)</li> <li>W side of SR 99 in planter by Storage Unit driveway</li> <li>Control Panel- green box in mow strip across from meter (replace battery)</li> <li>NW corner of SR 99 &amp; S 356<sup>th</sup> St</li> </ul>									
21	21st Avenue SW, SW 356th Street to SW 312th Street SW 312 <sup>th</sup> Street from Dash Pt. Rd to 14 <sup>th</sup> Ave SW & island at Dash Pt. Rd.and 21 <sup>st</sup> Ave SW	<ul> <li>SE corner of SW 357th St &amp; 22nd Ave SW</li> <li>Control Panel- SW corner SW 356<sup>th</sup> &amp; 21<sup>st</sup> Ave SW</li> <li>N side of SW 312<sup>th</sup> Street east of 14<sup>th</sup> Ave SW</li> <li>West side of island at SW Dash Pt. Road and SW 312<sup>th</sup> Street</li> </ul>									
22	21st Avenue S, S 320th Street to S 316th Street (includes S 316th Street, Pacific Highway S to 23rd Avenue S and 20th Avenue S, S 316th Street to S 314th Street)	<ul> <li>E side of 21<sup>st</sup> Ave S at 31800 block (below ped rail)</li> <li>Control Panel- same location</li> <li>E side of 20<sup>th</sup> Ave S at S 31400 block</li> <li>Control Panel- same location</li> </ul>									

	Water Meter, Control Panel and Backflow Valve Locations											
Project	Description	Meter/Double Check Location										
30	S 352 <sup>nd</sup> Street, Pacific Hwy to Enchanted Pkwy	<ul> <li>South side of 352<sup>nd</sup> at Lowe's / Uhaul alley.</li> <li>Control Panel – SE corner of 352<sup>nd</sup> and Pacific Hwy</li> </ul>										
31	S 356 <sup>th</sup> Street, Pacific Hwy to 16 <sup>th</sup> Ave S	<ul> <li>North of S. 356<sup>th</sup> Street and to the east of westerly driveway of DBM property</li> <li>North of S. 356<sup>th</sup> Street and to the west of easterly driveway of DBM property</li> </ul>										

#### 2. <u>Definitions</u>

<u>Approved</u> means approved by the Owner or the Contract Administrator.

<u>Approved equal or equivalent</u>, as hereinafter used, shall mean a material or method equal to, or better than the required materials or methods.

<u>As shown</u> shall mean as shown in the Contract Drawings, maps, or details.

<u>Contract Administrator</u> shall be the City of Federal Way Street Maintenance Division's duly authorized representative.

<u>Owners</u>, <u>Public Works Department</u>, <u>City</u> and/or <u>City of Federal Way</u> and their authorized representatives shall be understood to mean one and the same.

<u>Grounds maintenance and landscape maintenance</u> means the work and provisions described by the Maintenance/Labor Agreement and all addenda thereto.

<u>Native trees</u> shall mean those trees which are indigenous or natural to the site.

<u>Ornamental Trees</u> shall mean those trees which are not indigenous or natural to the site, and are located as part of the designed landscape.

<u>Specifications</u> shall mean these specifications, the "Maintenance Specifications" and all addenda thereto.

- 3. <u>Maintenance General Specifications</u>
  - A. The Contractor will furnish all labor, tools, specialized equipment, materials (including all fertilizers and herbicides), traffic control, disposal of waste material generated by the work, supervision, and transportation to perform

Appendix A: Technical Requirements 2023 Right of Way Landscape Maintenance landscape maintenance services as specifically outlined in the Annual Maintenance Schedules (Table 1 through 31).

- B. All field work shall be performed under the supervision of a qualified horticulturist. Operators will be licensed for all functions, including pesticide, fertilizer, and herbicide application, and flagging card when required.
- C. The Contractor will ensure that employees comply with all applicable City of Federal Way and Washington State regulations and practices with respect to work performed for the City of Federal Way.
- D. <u>Utility Location</u>. Contractor is responsible for locating any underground utilities affected by the Work and is deemed to be an excavator for purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities.
- E. <u>Air Environment</u>. Contractor shall fully cover any and all loads of loose construction materials including without limitation, sand, dirt, gravel, asphalt, excavated materials, construction debris, etc., to protect said materials from air exposure and to minimize emission of airborne particles to the ambient air environment within the City of Federal Way.
- F. Any Contractor having employees working on or near a street shall comply with City of Federal Way and Washington State regulations pertaining to safety equipment, warning signs and traffic control including the latest edition of the Manual on Uniform Traffic Control Devices. The following regulations must be observed:
  - 1. Workers must wear reflective safety vests at all times.
  - 2. Trucks, trailers and work areas must be coned at all times. Minimum cone height is 28-inch cones with reflective tape.
  - 3. Traffic warning signs must be positioned on the Right-of-Way to forewarn traffic of workers in the area. Minimum sign size is 36-inches square with five inch (5") black letters on orange background. Signs shall be in good working condition and of material and reflectivity as described in the MUTCD. A "WORKERS AHEAD" sign is sufficient if landscape work can be confined to one side of the street behind the curb. "WORKERS AHEAD" signs should be displayed from both directions if operations encroach on the center median or center median and both sides of the street.

If the landscape operation dictates that a lane be closed of multilaned streets, the signing should be, at a minimum, as follows and as shown on the attached typical traffic control plans. The attached typical traffic control plans, are generic in nature, and are not intended to satisfy all conditions for all work zones. These traffic control plans are to be used as a "starting point" for development of traffic control plans for a project. For lane closures, the Contractor shall submit a proposed traffic control plan for approval. All traffic control plan development, traffic control signage, and other traffic control equipment shall be included in the unit bid prices and no separate payment will be made.

- a. "WORKERS AHEAD"
- b. "RIGHT\LEFT LANE CLOSED AHEAD"
- c. Lane reduction symbol
- d. Sequential arrow signs
- e. Cones/barricades as required

These safety regulations are mandated by the State Department of Labor and Industries and are subject to change. Failure to comply with proper safety procedures may result in contract cancellation.

Lane closures on arterials are only allowed from 8:30 am to 3:00 pm.

No lanes shall be closed without first providing notice to and receiving the approval of the City's Public Works Department.

All sidewalks shall remain clear and passable at all times unless otherwise approved by City's Public Works Department. Any approved temporary sidewalk closures shall require sidewalk detour signage.

- G. The Contractors personnel will conduct themselves on site in a professional manner at all times.
- H. Submittals:
- a. The Contractor shall submit proposed cut sheets for the materials to be utilized for this work, including, but not limited to: fertilizers and herbicides.
- b. The Contractor shall submit copies of personnel certificates as required under this contract, including, but not limited to: horticulturist and back-flow preventer tester.
  - I. The Contract Administrator will inspect work performed by the Contractor on a regular basis. In the event of work performance

Appendix A: Technical Requirements 2023 Right of Way Landscape Maintenance deficiencies, the Contract Administrator will notify the Contractor. Notification may be verbal or written.

The City may choose to:

- i. Collect liquidated damages as described in paragraph 2.4 of the Maintenance/Labor agreement.
- ii. Withhold payment;
- iii. Require the Contractor to rectify the deficiency within 48 hours,
  - J. <u>Schedule:</u> The Contractor shall submit a monthly schedule one week prior to the start of the following month outlining all required project tasks for that month. The Contractor shall submit, on the Friday before the scheduled work week, a completed weekly work schedule showing the work that is to be done the following week as set forth in the Annual Maintenance Schedules (Work/Inspection Schedule attached). The Contractor's supervisor must email the Contract Administrator every morning that work is scheduled to be performed on this contract, stating the project location and scheduled work.
  - K. The Contractor must have a supervisor on site whenever the Contractor's crews are working.
  - L. Equipment intensive work such as mowing, edging and blowing done at this site shall not commence before 7:00 a.m. on weekdays and shall not continue after 7:00 p.m., (weekend work not allowed without prior approval) and it is advisable that work be performed during non-peak traffic times.
  - M. Report any damage to, or potential hazard, involving City property immediately to the City of Federal Way Public Works Department, telephone 253.835.2700. After hours emergencies should be reported to the Police/Fire Communications Center, telephone 911.
  - N. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or protect public from injury. It is the Contractor's responsibility to provide close supervision of maintenance operations and management of the site.
  - O. Incidents, altercations or accidents involving the public, Contractor employees or City employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his or her discretion, may require a written report from the Contractor describing the incident or accident.

- P. Any damage to City structures or plant material due to Contractor negligence will be remedied by the Contractor, at his or her expense, in a timely manner.
- 4. <u>Turf</u>
  - A. Turf areas to be mowed include medians, utility strips from curb to sidewalk, and outside edge of sidewalk equal to 24" width unless otherwise specified (see attached Detail #1). All turf shall be mowed to a height of two inches. Collection of grass clippings is required only to prevent grass clumps from being left on the turf.
  - B. All turf around posts, fences, trees, posts, closure boxes, vaults, valve boxes and other obstructions shall be sprayed with a vegetation eliminator (see attached Detail #2) as specified in the Annual Maintenance Schedules. Vegetation elimination includes any vegetation encroaching on sidewalks or into the street.
  - C. Turf around shrubs shall be trimmed as specified in the Annual Maintenance Schedules. Trimming shall include any vegetation encroaching on sidewalks or curb.
  - D. All turf areas shall be edged (see attached Detail #3) at sidewalks, curbs and medians on a schedule specified in the Annual Maintenance Schedules. Edging also includes tree pits. Extreme caution should be used to prevent chipping of concrete structures by edging equipment.
  - E. All turf areas shall be fertilized with an approved fertilizer on a schedule specified in Annual Maintenance Schedules. Total application of turf fertilizer shall be applied at the rate of four pounds of nitrogen per 1,000 square feet of turf per year. The spring fertilizer shall be "25-3-10" with 70% slow release (polyon coating) plus 5% non-staining Iron or approved equal. The fall fertilizer shall be "22-2-22" with 70% slow release (polyon coating) or approved equal. All fertilizer application shall be applied with a marking dye "Blazon" or approved equal
  - F. All turf areas shall receive an approved 3-way broadleaf herbicide on a schedule specified in the Annual Maintenance Schedules. All herbicide application shall be applied with a marking dye "Blazon" or approved equal
  - G. All turf areas and brush located beyond 24" behind sidewalks or planted landscape strips to the fence/property line is to be mowed to a height of no more than four inches (see attached Detail #5) on a schedule specified in the Annual Maintenance Schedules. This work is paid for under the "rough mow" bid item. All required maintenance frequencies must be evenly spaced throughout the maintenance cycle for each month of the contract. A minimum of seven (7) days separation is required for all tasks.

H. All litter, debris and animal feces shall picked up prior to mowing the turf and rough areas.

#### 5. <u>Trees, Shrubs, and Ground Cover Beds</u>

A. Bed/median areas shall be kept in weed free condition including volunteer native vegetation. All beds shall be weeded by manual, mechanical and/or chemical means (see attached Detail #1). The City reserves the right to limit the use of specific herbicides and/or applications of said herbicides. Simazine shall be used only with the approval of the Contract Administrator and only in very limited areas.

Any damage to desirable plant material due to Contractor negligence or misuse of pesticides will be remedied by the Contractor, at his or her expense, in a timely manner.

Any dead plants shall be removed or cut to ground line.

- B. Ground cover shall be edged at all sidewalks, curbs and medians (see attached Detail #3).
- C. Vegetation/ground covers shall be trimmed to prevent encroachment in to streets, sidewalks, trails, walkways, maintained areas, shrubs, and trees.

Vegetation shall be trimmed to prevent the blocking of sightlines along trails and/or streets at intersections per attached Detail #6. Vegetation shall be cleared behind the sidewalk to provide a clear sightline between 24" (max vegetation height) to 10 feet (minimum tree branch clearance). Horizontal clearance may vary depending on style of construction, obstructions and property boundaries.

D. Shrubs shall be trimmed or sheared on all sides to maintain desired shape and function as needed to provide a neat, trim appearance. This includes all shrubs in the median islands.

Ottoluken Shrubs will be trimmed to allow all 3 plants to grow into a horse shoe shape around the light pole, to a maximum height of 3' and a width of 2'. This only applies to the decorative light standards within the City Center (See Detail #7).

E. Trees shall be pruned to remove singular broken branches or perform minor clearance pruning. Minimum clearance height for tree branches is fourteen (14) feet above the paved surface of the street and twelve (12) feet over the surface of the public sidewalk or pedestrian way (see attached Detail #4).

Tree suckers and volunteer seedlings shall be removed as necessary.

Contractor shall complete additional tree pruning as necessary, outside of the regular tree pruning schedule, in order to maintain the stated clearances at no additional compensation.

Singular branches which are hanging below the overall tree canopy and are an impediment to pedestrian traffic or maintenance activities may be pruned back to the first lateral.

Trees which require minor clearance pruning shall be pruned to the closest lateral or, if such pruning will result in stubbing the branch, prune branch flush with tree trunk.

The Contractor shall be responsible for notifying the Contract Administrator of any significant tree hazards including, but not limited to: dead native and ornamental trees, broken limbs, disease and insect infestations.

Ornamental trees without tree wells are to be vegetation free 12 to 18 inches from the tree base (see attached Detail #2) to be paid under vegetation elimination.

F. Beds/medians shall receive an approved pre-emergent herbicide on a schedule specified in Annual Maintenance Schedule and in accordance with the manufacturer's recommendations.

Any damage to desirable plant material due to Contractor negligence or misuse of pesticides will be remedied by the Contractor, at his or her expense, in a timely manner.

E. All beds/median areas requiring a spring fertilizer application shall be fertilized with an approved fertilizer on a schedule specified in the Annual Maintenance Schedule. The application rate for the bed/median fertilizer shall be at one pounds of nitrogen per 1,000 square feet of planter bed. The fertilizer shall be 14-18-12 with 50% slow release.

#### 6. <u>Hard Surfaces</u>

- A. Sidewalks, curbs, paved islands and other hard surfaces shall be kept free of leaves, branches, litter and debris on an as-needed basis. The use of power blowers is acceptable, however, accumulations of debris must be removed from the site and legally disposed of and not blown onto adjacent property or onto adjacent street surfaces. This work shall be considered incidental to other work items.
- B. All moss and vegetation in sidewalks, curbs, paved islands and other hard surfaces (see attached Detail #3) shall receive an approved vegetation eliminator application and be removed. In no case shall any pre- or post-

emergent herbicides with residual characteristics (ie. Casaron) be used in these areas.

- 7. <u>Other Services</u>
  - A. All litter, debris and animal feces shall be removed from turf, bed, rough areas and hard surface areas. Litter shall be removed from the site for disposal by the Contractor.

Windfall branches and debris shall be removed from all right-of-way areas for disposal by the Contractor. Wind fallen trees are not included in contract.

B. Irrigation System Startup shall be implemented during the second week of May of each year or as directed by the City. The contractor will be required to Startup 38 meters and 38 backflow prevention devices and all associated irrigation systems. The contractor is required to test each irrigation system by running it through each cycle at the irrigation system controller, and flag all broken heads, main lines, valves, etc. Notify the Contract Administrator of any needed part and make all necessary repairs and ensure system is fully operational. Contractor is required to document the water system meter reading at system startup date.

Irrigation System Winterization shall be implemented during the third week of October of each year. The contractor will be required to winterize 38 meters and 38 backflow prevention devices and all associated irrigation systems. The contractor shall turn off all 38 meters, and the entire irrigation system connected to each meter. Blow out each individual watering station with an air compressor. Turn irrigation clock to "Off" mode and document water meter reading.

Backflow Prevention Testing (See Table "A" for meter and backflow valve locations.) in all of the 38 irrigation systems shall be performed by the Contractor as required by the Lakehaven Utility District. Backflow Prevention Testing will be performed by a fully certified technician. The contractor shall fill out all of the required testing forms and submit one copy to the Lakehaven Utility District and one copy to the Contract Administrator.

The Contractor shall perform an irrigation system test/inspection as noted under the monthly testing schedule in Project #26. During each test/inspection the contractor shall manually operate each irrigation station and note any defect and make all of the necessary repairs. After each test/inspection the contractor shall report in writing all noted defect and repairs to the Contract Administrator.

#### 8. <u>Garbage and Recycling Pickup and Disposal</u>

A. All garbage and recyclable materials shall be removed from designated collection containers and pole cans. All containers shall be re-lined by the Contractor with heavy-duty plastic bags that fit each container. Garbage shall be removed from the site for legal disposal by the Contractor. Recyclable materials shall be removed from the site and kept separate from garbage, and any non-recyclable materials shall be removed and legally disposed by the Contractor. Recyclable materials with the Contractor. Tasks shall be done weekly. Recyclable materials may not be disposed of as garbage. Garbage and recyclable materials collection locations are designated on the "Garbage and Recycling Pickup and Disposal" Map #2.

The Contractor may dispose of recyclable and non-recyclable materials collected from this contract's designated collection containers and pole cans at the City of Federal Way Steel Lake Maintenance Facility located at: 31130 28th Ave S, Federal Way, WA. Recyclable materials shall be placed in the appropriate recycle bins. Non-recyclable materials shall be placed inside the dumpster. Disposal shall be done during regular work hours as mutually agreed upon with the Street Systems Maintenance Supervisor.

- 9. <u>Litter Pickup and Disposal Select Area</u>
  - A. All litter, garbage and debris shall be collected from gutters, medians, sidewalks and the shoulder in each Area. Litter, garbage and debris shall be removed from the selected streets and legally disposed of by the Contractor. Select locations are shown on the "Litter Route and Landscape Area" Map #3, and listed Table "B." A minimum of fourteen (14) days separation is required for all tasks.

The Contractor may dispose of recyclable and non-recyclable materials collected from this contract's designated "Litter Pick Areas" at the City of Federal Way Steel Lake Maintenance Facility located at: 31130 28th Ave S, Federal Way, WA. Recyclable materials shall be placed in the appropriate recycle bins. Non-recyclable materials shall be placed inside the dumpster. Disposal shall be done during regular work hours as mutually agreed upon with the Street Systems Maintenance Supervisor.

### Table "B" Litter Pick Areas

- 1) Star Lake Rd, 272<sup>nd</sup> to Military Rd
- 2) Military Rd, I-5 North to Star Lake Rd
- 3) 18<sup>th</sup> Ave S, Pac. Hwy to 288<sup>th</sup>
- 4) 16<sup>th</sup> Ave S, 304<sup>th</sup> to Dash point

Appendix A: Technical Requirements 2023 Right of Way Landscape Maintenance

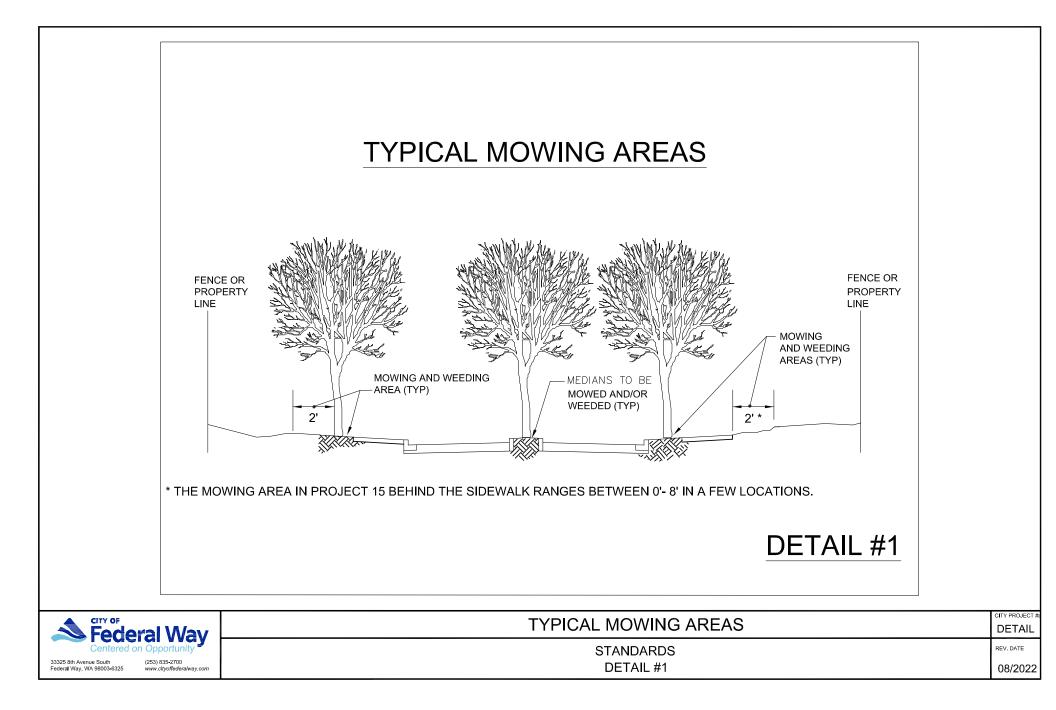
- 5) S 304<sup>th</sup>, Dash Point Road to Military
- 6) S  $308^{\text{th}}$ ,  $11^{\text{th}}$  Ave S to  $14^{\text{th}}$  Ave S
- 7) 1<sup>st</sup> Ave, S 312th to Dash point
- 8) SW 312<sup>th</sup>, 14<sup>th</sup> Ave SW to  $1^{st}$  Ave
- 9)  $8^{th}$  Ave S,  $312^{th}$  to  $320^{th}$
- 10) S 324<sup>th</sup> St, 23<sup>rd</sup> Ave S to  $18^{th}$
- 11) 17<sup>th</sup> Ave/20<sup>th</sup> Wy S, 324<sup>th</sup> S to 336<sup>th</sup> S
- 12) 330th St S, Pac Hwy to 24th Ave S
- 13) S 333<sup>rd</sup> St, Pac Hwy to 24<sup>th</sup> Ave S
- 14) S 333<sup>rd</sup> St, 1 Wy S to Community Center
- 15)47<sup>th</sup> Ave SW, 320<sup>th</sup> to SW Dash Point
- 16) Hoyt Rd SW, SW 340<sup>th</sup> to SW 320<sup>th</sup>
- 17) 35th Ave SW, SW 344th St to SW 340th St
- 18) SW 344<sup>th</sup> St, 35<sup>th</sup> Ave SW to 21<sup>st</sup> Ave SW
- 19) Dash Point Road, City Limit to 16<sup>th</sup> Ave S
- 20) S. 356t<sup>h</sup> 1<sup>st</sup> Avenue to Pac Hwy

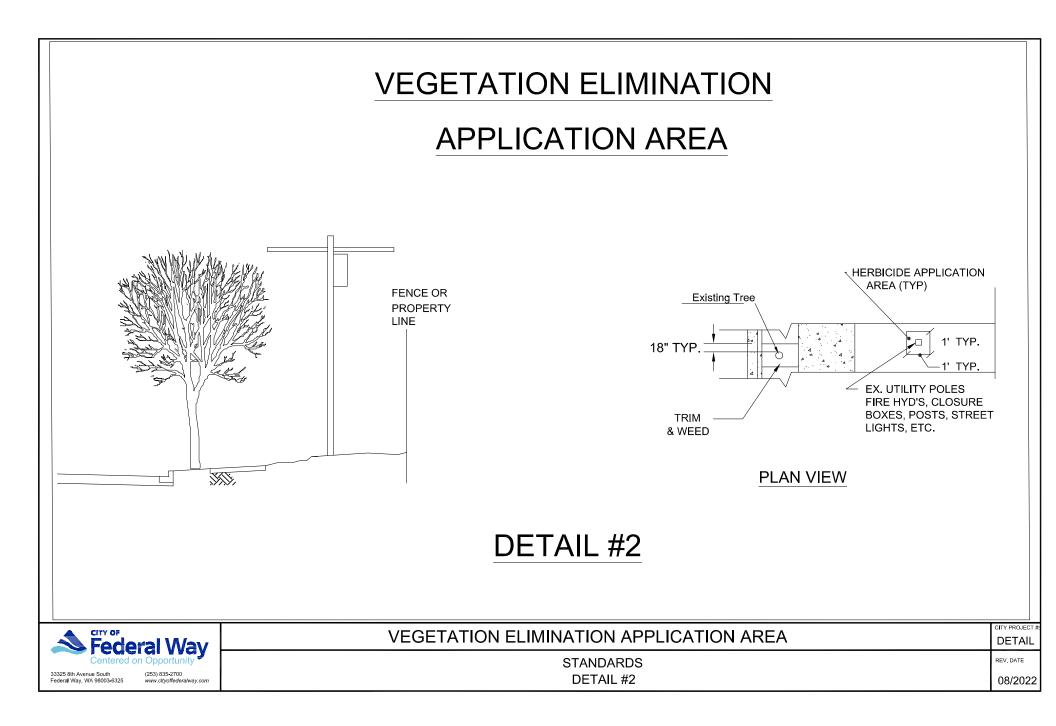
### 10. Additional Maintenance Labor

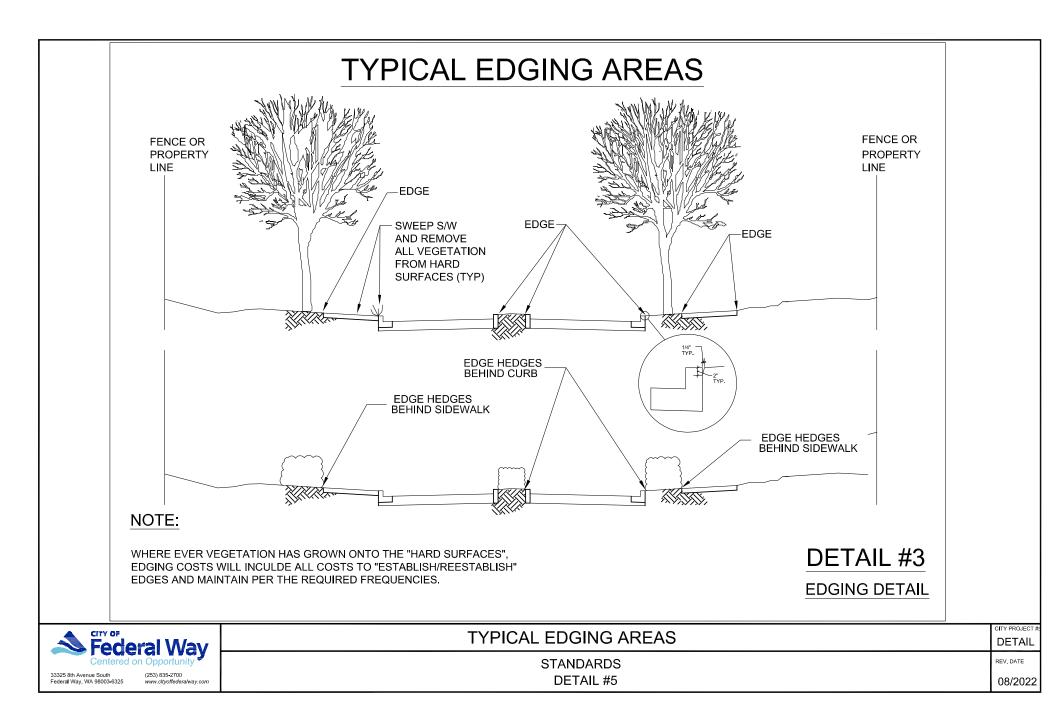
A. Additional work may be requested in writing from the City, limited to a total of three hundred (300) hours per contract year and reimbursed on an hourly basis. Hourly work rates includes all cost for materials, labor, and equipment for work described in Section 4 (Turf), 5 (Trees, Shrub and Ground Cover Beds), 6 (Hard Surfaces), 7 (Other), 8 (Garbage and Recycling Pickup and Disposal), and 9 (Litter Pickup and Disposal). Hours will be reimbursed beginning from the time arrived at the worksite.

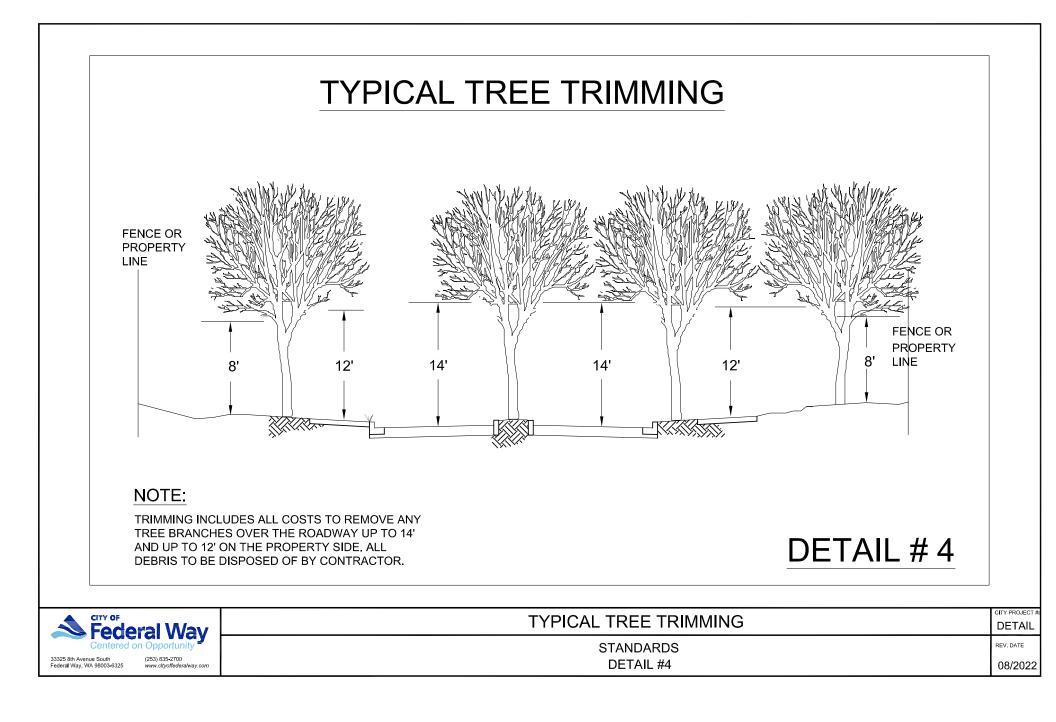
### **APPENDIX B**

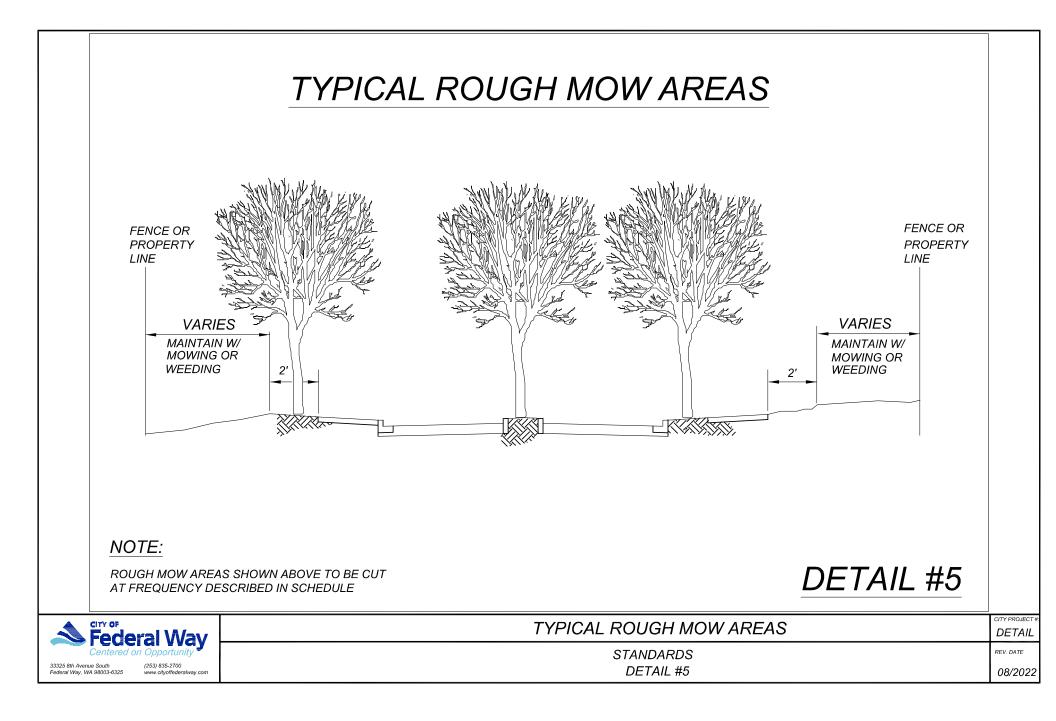
DETAILS AND ANNUAL MAINTENANCE SERVICES

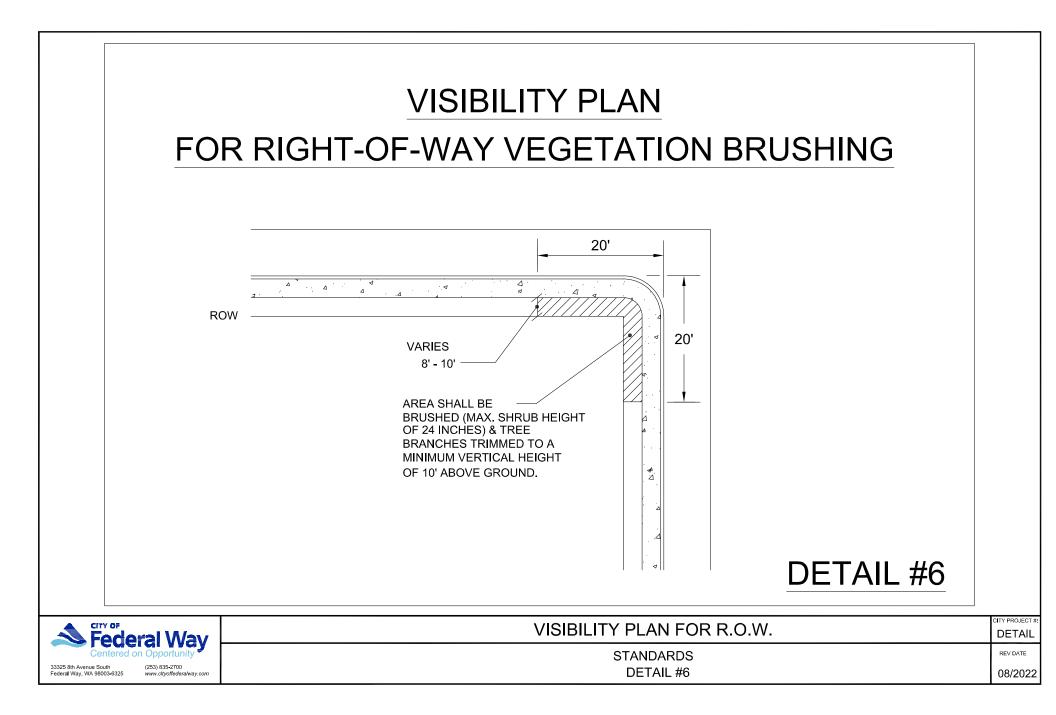












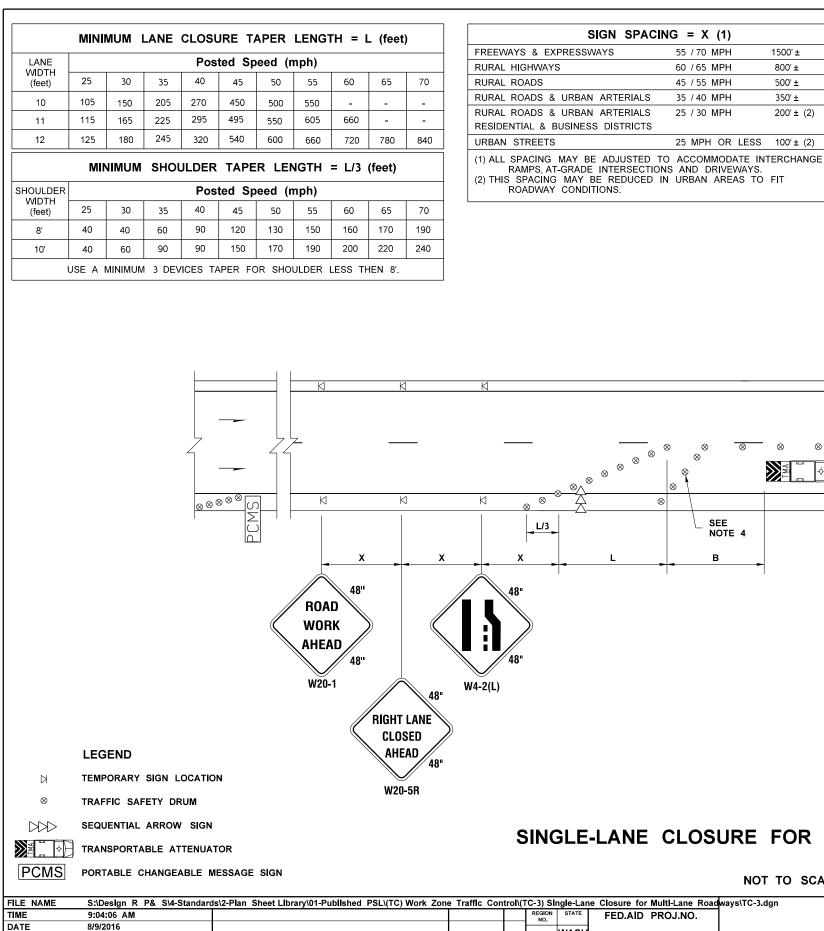


Ottoluken Shrubs will be trimmed to allow all 3 plants to grow into a horse shoe shape around the light pole, to a maximum height of 3' and a width of 2'.



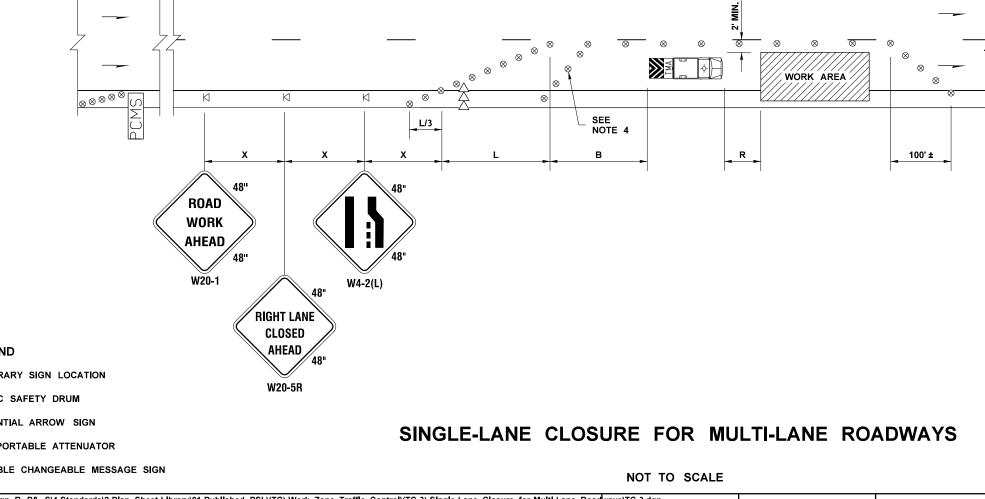
# DETAIL #7

CITY OF FEDERAL WAY 2023 RIGHT OF WAY LANDSCAPE MAINTENANCE RFB 22-009



CHANNELIZATION DEVICE SPACING (feet)									
MPH	TAPER	TANGENT							
50/70	40	80							
35/45	30	60							
25/30	20	40							

TRANS SHALL THAT WEIGH



55 / 70 MPH

60 / 65 MPH

45 / 55 MPH

35 / 40 MPH

25 / 30 MPH

25 MPH OR LESS 100' ± (2)

1500' ±

800' ±

500' ±

350' ±

200'± (2)

FED.AID PROJ.NO. 8/9/2016 WASH PLOTTED BY liddelf DESIGNED BY JOB NUMBER Washington S ENTERED BY Department of Trans CHECKED BY CONTRACT NO. LOCATION NO. PROJ. ENGR. DATE DATE REVISION DATE BY REGIONAL ADM. P.E. STAMP BOX P.E. STAMP BOX

BUFFER DATA											
LONGITUDINAL BUFFER SPACE = B											
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70	
LENGTH (feet)	155	200	250	305	360	425	495	570	645	730	
BUFFE	R VE	HICLE	E RO	LL AF	IEAD	DIST	ANCE	= R			
TRANSPORTABLE A SHALL BE MOUNTE THAT COMPLIES W WEIGHT RANGE.	ED ON,	OR AT							FEET TO FEET		

PC	MS
1	2
1 RIGHT LANE CLOSURE	1 MILE AHEAD
2.0 SEC	2.0 SEC

FIELD LOCATE 1 MILE ± IN ADVANCE OF LANE CLOSURE SIGNING.

#### NOTES:

- 1. SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.
- 2. EXTEND DEVICE TAPER AT L/3 ACROSS SHOULDER.
- 3. DEVICES SHALL NOT ENCROACH INTO THE ADJACENT LANE.
- 4. USE TRANSVERSE DEVICES IN CLOSED LANE EVERY 1000'(FT) (RECOMMENDED).
- 5. DEVICE SPACING FOR THE DOWNSTREAM TAPER SHALL BE 20' (FT).
- 6. ALL SIGNS ARE BLACK ON ORANGE.

		Plot 1
		PLAN REF NO
		тС3
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sportation		OF
	TRAFFIC CONTROL PLAN	SHEETS

BUFFER DATA											
LONGITUDINAL BUFFER SPACE = B											
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70	
LENGTH (feet)	155	200	250	305	360	425	-	-	-	-	
BUFFER		IICLE	ROL		EAD I	DISTA	NCE	= R			
TRANSPORTABLE ATTENUATOR SHALL BE MOUNTED ON, OR ATTACHED TO, A HOST VEHICHLE THAT COMPLIES WITH THE MANUFACTURER'S RECOMMENDED WEIGHT RANGE.											
WEIGHT RANGE. PROTECTIVE VEHICLE MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA.								0	SPEC DISTAN	CE	

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LEFT LANE

CLOSED AHEAD

W20-5L

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ROAD WORK AHEAD

W20-1

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48"

48"

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LEGEND

И

 $\square$ 

PCMS

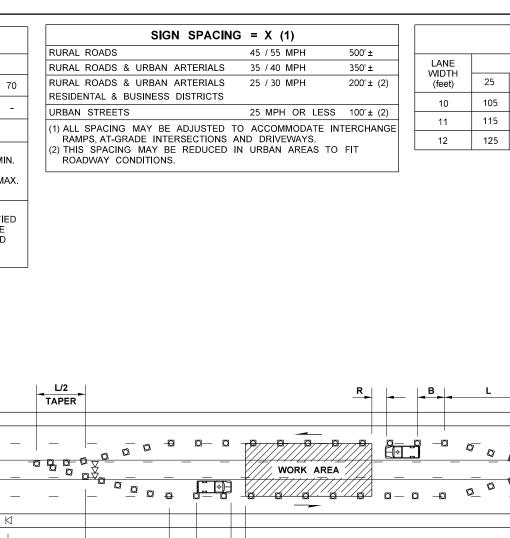
TEMPORARY SIGN LOCATION

CHANNELIZING DEVICES

PROTECTIVE VEHICLE

SEQUENTIAL ARROW SIGN

PORTABLE CHANGEABLE MESSAGE SIGN



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L

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150

165

180

35

205

225

245

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TAPER

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270

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320

W4-2R

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45

450

495

540

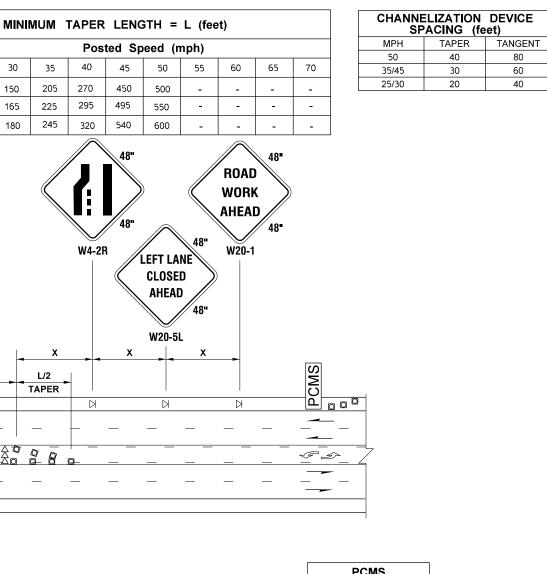
48'

Х

## LEFT LANE AND CENTER TURN LANE **CLOSURE - 5 LANE ROADWAY**

NOT TO SCALE

FILE NAME	S:\Design R P& S\4-Standar	ds\2-Plan Sheet Library\01-Published PSL\(TC) Work Zon	e Traffic Co	ntrol\(T	C-11) Left Lane	e and Center Turn Lane Closu	e - Flve Lane Roadway\TC-11.dg	n	
TIME	10:25:19 AM				REGION STATE	FED.AID PROJ.NO.			
DATE	8/9/2016				WASH				
PLOTTED BY	liddelf				WASH				
DESIGNED BY					JOB NUMBER				Weehington Stat
ENTERED BY									Washington Stat
CHECKED BY					CONTRACT NO.	LOCATION NO.			Department of Transpo
PROJ. ENGR.							DATE	DATE	
REGIONAL ADM.		REVISION	DATE	BY			P.E. STAMP BOX	P.E. STAMP BOX	



40

30

20

80

60

40

PC	MS
1	2
CENTER LANE CLOSED	NNO LEFT TURNING
2.0 SEC	2.0 SEC

FIELD LOCATE IN ADVANCE OF TEMPORARY SIGNS.

#### NOTES

- 1. SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.
- 2. ALL SIGNS ARE BLACK ON ORANGE.

		Plot 1
		PLAN REF NO
		TC11
State sportation		SHEET
spontation		OF
	TRAFFIC CONTROL PLAN	SHEETS

# Annual Maintenance Schedule for Projects #1 S 288th Street, Pacific Hwy S to I-5

Description of Work						F	requency	/ by Mon	th				
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC
4. Turf													
4A	Mowing	1	1	2	2	3	3	3	2	2	2	1	1
4B	Vegetation Elimination				1	1	2	2	2	1	1	1	
4C	Trimming				1	1	2	2	2	1	1	1	
4D	Edging		1	1	1	1	1	1	1	1	1		
4E	Fertilize			1		1				1			
4F	Herbicide			1		1				1			
4G	Rough Mow	1	1	2	2	3	3	3	2	2	1	1	1
	s, Shrubs and Ground Cover Beds												
5A	Weeding and Litter Pickup												
5B	Edging Ground Cover												
5C	Vegetation Trimming			1		1				1			
5D	Trimming Shrubs												
5E	Tree Pruning				1			As Ne	eeded			1	
5F	Pre-emergent Herbicide												
6. Hard	Surfaces												
6A	Sweeping/Blowing						As Ne	eeded					
6B	Weeds/Pre-emergent					1		1					
						- 						·	
7. Othe													
7A	Litter Pickup/Windfall Debris						As Ne	eeded					
8. Addi	tional Maintenance Labor												
8A	Extra Labor Hours					As reque	ested in w	riting from	n the City				
									-				
	Total Items of Work Per Month	2	3	8	8	13	11	12	9	10	6	5	2

# Annual Maintenance Schedule for Projects #2 S 312th Street, 1st Ave S to Pacific Highway S

Description of Work		Frequency by Month												
			FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
4. Turf														
4A	Mowing	1	1	2	2	3	3	3	3	2	2	1	1	
4B	Vegetation Elimination				1	1	2	2	2	1	1	1		
4C	Trimming				1	1	2	2	2	1	1	1		
4D	Edging		1	1	1	1	1	1	1	1	1			
4E	Fertilize			1		1				1				
4F	Herbicide			1		1				1				
4G	Rough Mow	1	1	2	2	3	3	3	3	2	2	1	1	
	s, Shrubs and Ground Cover Beds													
5A	Weeding and Litter Pickup													
5B	Edging Ground Cover													
5C	Vegetation Trimming			1										
5D	Trimming Shrubs					1				1				
5E	Tree Pruning				1			As N	eeded			1		
5F	Pre-emergent Herbicide													
	Surfaces													
6A	Sweeping/Blowing						As No	eeded						
6B	Weeds/Pre-emergent					1		1						
7. Othe														
7A	Litter Pickup/Windfall Debris						As No	eeded						
8. Addi	tional Maintenance Labor													
8A	Extra Labor Hours					As reque	ested in w	riting fron	n the City					
	Fotal Items of Work Per Month	2	3	8	8	13	11	12	11	10	7	5	2	

#### Annual Maintenance Schedule for Projects #3 S 312th Street, Pacific Highway S to 28th Avenue S includes 18th Ave S, 400 ft south of S 312th to S 312th

	Description of Work					F	requency	y by Mon	th				
	Description of work	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC
4. Turf													
4A	Mowing												
4B	Vegetation Elimination												
4C	Trimming												
4D	Edging												
4E	Fertilize												
4F	Herbicide												
4G	Rough Mow												
	s, Shrubs and Ground Cover Beds												
5A	Weeding and Litter Pickup	1	1	1	2	2	2	2	2	2	2	1	1
5B	Edging Ground Cover												
5C	Vegetation Trimming			1		1		1		1		1	
5D	Trimming Shrubs				1		1		1		1		
5E	Tree Pruning				1			As No	eeded			1	
5F	Pre-emergent Herbicide			1			1					1	
	l Surfaces												
6A	Sweeping/Blowing						As Ne	eeded					
6B	Weeds/Pre-emergent					1		1					
7. Othe													
7A	Litter Pickup/Windfall Debris						As Ne	eeded					
	tional Maintenance Labor												
8A	Extra Labor Hours					As reque	ested in w	riting fron	n the City				
	Total Items of Work Per Month	1	1	3	4	4	4	4	3	3	3	4	1

### Annual Maintenance Schedule for Projects #4 SW 320th Street, 47th Ave SW to 11th Place

Description of Work		Frequency by Month												
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
4. Turf											-	-		
4A	Mowing	1	1	2	2	3	3	3	2	2	2	1	1	
4B	Vegetation Elimination				1	1	2	2	2	1	1	1		
4C	Trimming				1	1	2	2	2	1	1	1		
4D	Edging		1	1	1	1	1	1	1	1	1			
4E	Fertilize			1		1				1				
4F	Herbicide			1		1				1				
4G	Rough Mow	1	1	2	2	3	3	3	2	2	2	1	1	
5. Trees	s, Shrubs and Ground Cover Beds													
5A	Weeding and Litter Pickup													
5B	Edging Ground Cover													
5C	Vegetation Trimming			1		1		1		1		1		
5D	Trimming Shrubs				1		1		1		1			
5E	Tree Pruning				1			As No	eeded			1		
5F	Pre-emergent Herbicide													
	Surfaces													
6A	Sweeping/Blowing						As Ne	eeded						
6B	Weeds/Pre-emergent					1		1						
7. Othe														
7A	Litter Pickup/Windfall Debris						As Ne	eeded						
8. Addi	tional Maintenance Labor													
8A	Extra Labor Hours					As reque	ested in w	riting fron	n the City					
1	Fotal Items of Work Per Month	2	3	8	9	13	12	13	10	10	8	6	2	

### Annual Maintenance Schedule for Projects #5 S 320th Street, 11th Place S to I-5 (including trimming wisteria @ gazebos) (including street trees behind sidewalk, flag island east of Pacific Hwy )

	Description of Work	Frequency by Month												
	Description of Work		FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
4. Turf													Bernard	
4A	Mowing	1	1	2	3	4	4	4	4	2	2	1	1	
4B	Vegetation Elimination				1	1	2	2	2	1	1	1		
4C	Trimming													
4D	Edging		1	1	1	2	2	2	2	1	1			
4E	Fertilize			1		1				1				
4F	Herbicide			1		1				1				
4G	Rough Mow													
				•				•			•	•		
5. Tree	s, Shrubs and Ground Cover Beds													
5A	Weeding and Litter Pickup	1	1	1	2	2	2	2	2	2	2	1	1	
5B	Edging Ground Cover													
5C	Vegetation Trimming			1		1		1		1		1		
5D	Trimming Shrubs				1		1		1		1			
5E	Tree Pruning				1			As No	eeded			1		
5F	Pre-emergent Herbicide			1			1					1		
	· · ·			•				•			•	•		
6. Hare	l Surfaces													
6A	Sweeping/Blowing						As N	eeded						
6B	Weeds/Pre-emergent					1		1						
	· · · · · · · · · · · · · · · · · · ·		•	•	•	•	•	•	•	•	•	•		
7. Oth	ər													
7A	Litter Pickup/Windfall Debris						As N	eeded						
	· ·	•												
8. Add	itional Maintenance Labor													
8A	Extra Labor Hours					As reque	ested in w	riting fron	n the City					
						<u> </u>								
	Total Items of Work Per Month	2	3	8	9	13	12	12	11	9	7	6	2	

## Annual Maintenance Schedule for Projects #6 S 320th Street, I-5 to 300 ft. East of Weyerhaeuser Way

	Description of Work					F	requency	y by Mon	th				
	Description of work	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC
4. Turf													
4A	Mowing	1	1	2	2	3	3	3	3	2	2	1	1
4B	Vegetation Elimination				1	1	2	2	2	1	1	1	
4C	Trimming				1	1	2	2	2	1	1	1	
4D	Edging		1	1	1	1	1	1	1	1	1		
4E	Fertilize			1		1				1			
4F	Herbicide			1		1				1			
4G	Rough Mow	1	1	2	2	3	3	3	3	2	2	1	1
	s, Shrubs and Ground Cover Beds												
5A	Weeding and Litter Pickup												
5B	Edging Ground Cover												
5C	Vegetation Trimming												
5D	Trimming Shrubs												
5E	Tree Pruning				1		-	As Ne	eeded			1	
5F	Pre-emergent Herbicide												
	Surfaces												
6A	Sweeping/Blowing						As Ne	eeded					
6B	Weeds/Pre-emergent					1		1					
7. Othe	r												
7A	Litter Pickup/Windfall Debris						As Ne	eeded					
8. Addi	tional Maintenance Labor												
8A	Extra Labor Hours					As reque	ested in w	riting fron	n the City				
	Fotal Items of Work Per Month	2	3	7	8	12	11	12	11	9	7	5	2

# Annual Maintenance Schedule for Projects #7 S 324th Street, 11th Place S to 23rd Avenue S

	Description of Work					F		y by Mon	th				
	Description of Work	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC
4. Turf													
4A	Mowing												
4B	Vegetation Elimination												
4C	Trimming												
4D	Edging												
4E	Fertilize												
4F	Herbicide												
4G	Rough Mow												
5. Tree	s, Shrubs and Ground Cover Beds												
5A	Weeding and Litter Pickup	1	1	1	2	2	2	2	2	2	2	1	1
5B	Edging Ground Cover												
5C	Vegetation Trimming			1		1		1		1		1	
5D	Trimming Shrubs				1		1		1		1		
5E	Tree Pruning				1			As Ne	eeded			1	
5F	Pre-emergent Herbicide			1			1					1	
6. Hard	l Surfaces												
6A	Sweeping/Blowing						As Ne	eeded					
6B	Weeds/Pre-emergent					1		1					
				•	•	•			•				•
7. Othe													
7A	Litter Pickup/Windfall Debris						As Ne	eeded					
8. Addi	tional Maintenance Labor												
8A	Extra Labor Hours					As reque	ested in w	riting fron	n the City				
	Total Items of Work Per Month	1	1	3	4	4	4	4	3	3	3	4	1

# Annual Maintenance Schedule for Projects #8 S 336th Street,1st Way S. to I-5 Bridge

	Description of Work					F	requency	y by Mon	th				
	Description of Work	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
4. Turf													
4A	Mowing	1	1	2	2	3	3	3	3	2	2	1	1
4B	Vegetation Elimination				1	1	2	2	2	1	1	1	
4C	Trimming				1	1	2	2	2	1	1	1	
4D	Edging		1	1	1	1	1	1	1	1	1		
4E	Fertilize			1		1				1			
4F	Herbicide			1		1				1			
4G	Rough Mow		1	2	2	3	3	3	3	2	2	1	
5. Tree	s, Shrubs and Ground Cover Beds												
5A	Weeding and Litter Pickup	1	1	1	2	2	2	2	2	2	2	1	1
5B	Edging Ground Cover		1		1	1	1	1	1	1	1	1	
5C	Vegetation Trimming			1		1		1		1		1	
5D	Trimming Shrubs				1		1		1		1		
5E	Tree Pruning				1			As No	eeded			1	
5F	Pre-emergent Herbicide			1			1					1	
6. Harc	l Surfaces												
6A	Sweeping/Blowing						As No	eeded					
6B	Weeds/Pre-emergent					1		1					
7. Othe													
7A	Litter Pickup/Windfall Debris						As N	eeded					
8. Add	itional Maintenance Labor												
8A	Extra Labor Hours					As reque	ested in w	riting fron	n the City				
	Total Items of Work Per Month	2	5	10	12	16	16	16	15	13	11	9	2

## Annual Maintenance Schedule for Projects #9 S 342nd Street, 1st Way S to 500' East (Library Lane Median)

	Description of Work					F	requency	y by Mon	th				
	Description of work	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC
4. Turf													
4A	Mowing												
4B	Vegetation Elimination												
4C	Trimming												
4D	Edging												
4E	Fertilize												
4F	Herbicide												
4G	Rough Mow												
5. Tree	s, Shrubs and Ground Cover Beds												
5A	Weeding and Litter Pickup	1	1	1	2	2	2	2	2	2	2	1	1
5B	Edging Ground Cover				1	1	1	1	1	1	1	1	
5C	Vegetation Trimming			1		1		1		1		1	
5D	Trimming Shrubs												
5E	Tree Pruning				1			As Ne	eeded			1	
5F	Pre-emergent Herbicide			1			1					1	
6. Hard	l Surfaces												
6A	Sweeping/Blowing						As Ne	eeded					
6B	Weeds/Pre-emergent					1		1					
7. Othe	r												
7A	Litter Pickup/Windfall Debris						As Ne	eeded					
8. Addi	tional Maintenance Labor												
8A	Extra Labor Hours					As reque	ested in w	riting fron	n the City				
	Total Items of Work Per Month	1	1	3	4	5	4	5	3	4	3	5	1

## Annual Maintenance Schedule for Projects #10 SW 340th Street / S 348th Street, Hoyt Road to Enchanted Parkway (16th Avenue S)

4. Turf	Description of Work	FEB					requency						
		FED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC
4.0													
4A	Mowing	1	1	2	2	3	3	3	2	2	2	1	1
	Vegetation Elimination				1	1	2	2	2	1	1	1	
4C	Trimming				1	1	2	2	2	1	1	1	
4D	Edging		1	1	1	1	1	1	1	1	1		
4E	Fertilize			1		1				1			
4F	Herbicide			1		1				1			
4G	Rough Mow	1	1	2	2	3	3	3	2	2	2	1	1
											-		
	s, Shrubs and Ground Cover Beds												
5A	Weeding and Litter Pickup	1	1	1	2	2	2	2	2	2	2	1	1
	Edging Ground Cover		1		1	1	1	1	1	1	1	1	
5C	Vegetation Trimming			1		1		1		1		1	
5D	Trimming Shrubs				1		1		1		1		
	Tree Pruning				1		ŀ	As Neede	d			1	
5F	Pre-emergent Herbicide			1			1					1	
6. Hard	Surfaces												
6A	Sweeping/Blowing						As Ne	eeded					
6B	Weeds/Pre-emergent					1		1					
7. Other	r												
7A	Litter Pickup/Windfall Debris						As Ne	eeded					
8. Addit	tional Maintenance Labor												
8A	Extra Labor Hours					As reque	ested in w	riting from	n the City				
Т	otal Items of Work Per Month	3	5	10	12	16	16	16	13	13	11	9	3

#### Annual Maintenance Schedule for Projects #11 SW 356th Street, 21st Avenue SW to 1st Avenue S (includes improvement at 21st Ave SW at SW 356th Street to 22nd Ave SW at SW 357th Street)

	Departmention of Work					F	requency	/ by Mon	th				
	Description of Work	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	NOV
4. Turf			-		-								
4A	Mowing	1	1	2	2	3	3	3	3	2	2	1	1
4B	Vegetation Elimination				1	1	2	2	2	1	1	1	
4C	Trimming				1	1	2	2	2	1	1	1	
4D	Edging		1	1	1	1	1	1	1	1	1		
4E	Fertilize			1						1			
4F	Herbicide			1						1			
4G	Rough Mow	1	1	2	2	3	3	3	3	2	2	1	1
5. Tree	s, Shrubs and Ground Cover Beds												
5A	Weeding and Litter Pickup												
5B	Edging Ground Cover												
5C	Vegetation Trimming			1		1		1		1		1	
5D	Trimming Shrubs												
5E	Tree Pruning				1		•	As Ne	eeded		•	1	
5F	Pre-emergent Herbicide												
6. Harc	l Surfaces												
6A	Sweeping/Blowing						As Ne	eeded					
6B	Weeds/Pre-emergent					1		1					
7. Othe	er												
7A	Litter Pickup/Windfall Debris						As Ne	eeded					
8. Add	itional Maintenance Labor												
8A	Extra Labor Hours					As reque	ested in w	riting from	n the City				
	Total Items of Work Per Month	2	3	8	8	11	11	13	11	10	7	6	2

# Annual Maintenance Schedule for Projects #12 23rd Avenue S, S 324th Street to S 316th Street

	Description of Work					F	requency	y by Mon	th				
	Description of work	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC
4. Turf													
4A	Mowing												
4B	Vegetation Elimination												
4C	Trimming												
4D	Edging												
4E	Fertilize												
4F	Herbicide												
4G	Rough Mow												
	s, Shrubs and Ground Cover Beds												
5A	Weeding and Litter Pickup	1	1	1	2	2	2	2	2	2	2	1	1
5B	Edging Ground Cover												
5C	Vegetation Trimming			1		1		1		1		1	
5D	Trimming Shrubs				1		1		1		1		
5E	Tree Pruning				1			As No	eeded			1	
5F	Pre-emergent Herbicide			1			1					1	
	l Surfaces												
6A	Sweeping/Blowing						As Ne	eeded					
6B	Weeds/Pre-emergent					1		1					
						·			·			·	
7. Othe													
7A	Litter Pickup/Windfall Debris						As Ne	eeded					
	itional Maintenance Labor												
8A	Extra Labor Hours					As reque	ested in w	riting fron	n the City				
	Total Items of Work Per Month	1	1	3	4	4	4	4	3	3	3	4	1

#### Annual Maintenance Schedule for Projects #13

#### 16th Ave S / Enchanted Pkwy

#### S 356th Street to Pacific Hwy S

# (includes landscape on S 344th Street from 16th to the end, and traffic islands on 16th Ave S from

#### S 364th Street to Enchanted Pkwy)

	Decemention of Monte			Totreet				y by Mon	th				
	Description of Work	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
4. Turf		-	-				_	=	_	_	_	_	-
4A	Mowing	1	1	2	2	3	3	3	3	2	2	1	1
4B	Vegetation Elimination				1	1	2	2	2	1	1	1	
4C	Trimming				1	1	2	2	2	1	1	1	
4D	Edging		1	1	1	1	1	1	1	1	1		
4E	Fertilize			1		1				1			
4F	Herbicide			1		1				1			
4G	Rough Mow												
	s, Shrubs and Ground Cover Beds												
5A	Weeding and Litter Pickup	1	2	2	2	2	2	2	2	2	2	2	1
5B	Edging Ground Cover				1	1	1	1	1	1	1	1	
5C	Vegetation Trimming			1		1		1		1		1	
5D	Trimming Shrubs				1		1		1		1		
5E	Tree Pruning				1			As No	eeded			1	
5F	Pre-emergent Herbicide			1			1					1	
	Surfaces	-											
6A	Sweeping/Blowing						As N	eeded					
6B	Weeds/Pre-emergent					1		1					
7. Othe													
7A	Litter Pickup/Windfall Debris						As N	eeded					
8. Addi	tional Maintenance Labor	-											
8A	Extra Labor Hours					As reque	ested in w	riting fror	n the City				
1	Total Items of Work Per Month	2	4	9	10	13	13	13	12	11	9	9	2

# Annual Maintenance Schedule for Projects #14 Pacific Highway S, S 283rd Street to S 272nd Street

	Departmention of Work					F	requency	y by Mon	th				
	Description of Work	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC
4. Tu	rf												
4A	Mowing	1	1	2	2	3	3	3	3	2	2	1	1
4B	Vegetation Elimination				1	1	2	2	2	1	1	1	
4C	Trimming				1	1	2	2	2	1	1	1	
4D	Edging		1	1	1	1	1	1	1	1	1		
4E	Fertilize			1		1				1			
4F	Herbicide			1		1				1			
4G	Rough Mow												
	es, Shrubs and Ground Cover Beds				ns listed l	below wil	l be adde	ed in 201 <sup>-</sup>					
5A	Weeding and Litter Pickup	1	2	2	2	2	2	2	2	2	2	2	1
5B	Edging Ground Cover		1		1	1	1	1	1	1	1	1	
5C	Vegetation Trimming			1		1		1		1		1	
5D	Trimming Shrubs				1		1		1		1		
5E	Tree Pruning				1			As No	eeded			1	
5F	Pre-emergent Herbicide		1			1			1			1	
5G	Fertilizer		1										
	rd Surfaces												
6A	Sweeping/Blowing		<b>T</b>		1		As N	eeded	T	1	r	•	
6B	Weeds/Pre-emergent					1		1					
7. Otł													
7A	Litter Pickup/Windfall Debris						As N	eeded					
	ditional Maintenance Labor												
8A	Extra Labor Hours			As reque	sted in w	riting from	the City						
			1		1		1	1	1	1			
	Total Items of Work Per Month	2	7	8	10	14	12	13	13	11	9	9	2

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#### Annual Maintenance Schedule for Projects #15 Pacific Highway S, 18th Ave S to S 283rd Street (Incl. Dash Pt Rd, 9th PL S to Pacific Hwy S)

	Dependention of Monty					F	requency	/ by Mon <sup>-</sup>	th				
	Description of Work	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC
4. Turf													
4A	Mowing	1	1	2	2	3	3	3	3	2	2	1	1
4B	Vegetation Elimination				1	1	2	2	2	1	1	1	
4C	Trimming				1	1	2	2	2	1	1	1	
4D	Edging		1	1	1	1	1	1	1	1	1		
4E	Fertilize			1		1				1			
4F	Herbicide			1		1				1			
4G	Rough Mow												
5. Tree	s, Shrubs and Ground Cover Beds												
5A	Weeding and Litter Pickup	1	2	2	2	2	2	2	2	2	2	2	1
5B	Edging Ground Cover		1		1	1	1	1	1	1	1	1	
5C	Vegetation Trimming			1		1		1		1		1	
5D	Trimming Shrubs				1		1		1		1		
5E	Tree Pruning				1			As Ne	eeded			1	
5F	Pre-emergent Herbicide		1			1			1			1	
5G	Fertilizer		1										
								·	·	·	·		
6. Hard	l Surfaces												
6A	Sweeping/Blowing						As No	eeded					
6B	Weeds/Pre-emergent					1		1					
7. Othe													
7A	Litter Pickup/Windfall Debris						As No	eeded					
8. Add	itional Maintenance Labor												
8A	Extra Labor Hours					As reque	ested in w	riting fron	n the City				
	Total Items of Work Per Month	2	7	8	10	14	12	13	13	11	9	9	2

#### Annual Maintenance Schedule for Projects #16 Pacific Highway S, S 310th Street to 18th Avenue S including S 308th from 14th Ave S to Pacific Hwy

	Description of Work					F	requency	<mark>/ by Mon</mark>	th				
	Description of Work	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC
4. Turf													
4A	Mowing	1	1	2	2	3	3	3	2	2	2	1	1
4B	Vegetation Elimination				1	1	2	2	2	1	1	1	
4C	Trimming				1	1	1	1	1	1	1	1	
4D	Edging		1	1	1	1	1	1	1	1	1		
4E	Fertilize			1		1				1			
4F	Herbicide			1		1				1			
4G	Rough Mow												
	s, Shrubs and Ground Cover Beds	-	-							-	_	-	
5A	Weeding and Litter Pickup	1	2	2	2	2	2	2	2	2	2	2	1
5B	Edging Ground Cover		1		1	1	1	1	1	1	1	1	
5C	Vegetation Trimming			1		1		1		1		1	
5D	Trimming Shrubs				1		1		1		1		
5E	Tree Pruning				1		<i>I</i>	As Neede	d	-		1	
5F	Pre-emergent Herbicide		1			1			1			1	
5G	Fertilizer		1										
	Surfaces												
6A	Sweeping/Blowing						A	As Neede	d		•	r	-
6B	Weeds/Pre-emergent					1		1					
7. Othe		I											
7A	Litter Pickup/Windfall Debris						<i>F</i>	As Neede	d				
	tional Maintenance Labor	r											
8A	Extra Labor Hours						As reque	ested in w	riting from	n the City			
	Total Items of Work Per Month	2	7	8	10	14	11	12	11	11	9	9	2

# Annual Maintenance Schedule for Projects #17 Pacific Highway S, S 324th Street to S 310th Street

	Departmention of Work					F	requency	y by Mon	th				
	Description of Work	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
4. Turf													
4A	Mowing	1	1	2	3	3	3	3	3	3	3	1	1
4B	Vegetation Elimination				1	1	2	2	2	1	1	1	
4C	Trimming				1	1	2	2	2	1	1	1	
4D	Edging		1	1	1	2	2	2	2	2	2		
4E	Fertilize			1		1				1			
4F	Herbicide			1		1				1			
4G	Rough Mow												
				·									
5. Tree	es, Shrubs and Ground Cover Beds												
5A	Weeding and Litter Pickup	1	2	2	2	2	2	2	2	2	2	2	1
5B	Edging Ground Cover		1		1	1	1	1	1	1	1	1	
5C	Vegetation Trimming			1		1		1		1		1	
5D	Trimming Shrubs				1		1		1		1		
5E	Tree Pruning				1			As No	eeded			1	
5F	Pre-emergent Herbicide		1			1			1			1	
5G	Fertilizer		1										
	d Surfaces												
6A	Sweeping/Blowing						As N	eeded					
6B	Weeds/Pre-emergent					1		1					
7. Oth	er												
7A	Litter Pickup/Windfall Debris						As N	eeded					
8. Add	itional Maintenance Labor												
8A	Extra Labor Hours					As reque	ested in w	riting fron	n the City				
	Total Items of Work Per Month	2	7	8	11	15	13	14	14	13	11	9	2

#### Annual Maintenance Schedule for Projects #18 Pacific Highway S, S 340th Street to S 324th Street (includes S 328th Street and S 332nd Street from 15th Ave S to Pacific Highway S) (incudes mow strips behind sidewalks)

	Description of Work					F	requency	y by Mon	th				
	Description of Work	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
4. Turf													
4A	Mowing	1	1	2	2	3	3	3	3	2	2	1	1
4B	Vegetation Elimination				1	1	2	2	2	1	1	1	
4C	Trimming				1	1	2	2	2	1	1	1	
4D	Edging		1	1	1	1	1	1	1	1	1		
4E	Fertilize			1		1		1		1			
4F	Herbicide			1		1		1		1			
4G	Rough Mow												
5. Tree	s, Shrubs and Ground Cover Beds												
5A	Weeding and Litter Pickup	1	2	2	2	2	2	2	2	2	2	2	1
5B	Edging Ground Cover		1		1	1	1	1	1	1	1	1	
5C	Vegetation Trimming			1		1		1		1		1	
5D	Trimming Shrubs				1		1		1		1		
5E	Tree Pruning				1			As N	eeded			1	
5F	Pre-emergent Herbicide		1			1			1			1	
5G	Fertilizer		1										
6. Hard	Surfaces												
6A	Sweeping/Blowing						As N	eeded					
6B	Weeds/Pre-emergent					1		1					
7. Othe													
7A	Litter Pickup/Windfall Debris						As N	eeded					
8. Addi	tional Maintenance Labor												
8A	Extra Labor Hours					As reque	ested in w	riting fror	n the City				
٦	otal Items of Work Per Month	2	7	8	10	14	12	15	13	11	9	9	2

#### Annual Maintenance Schedule for Project #19 Pacific Highway S, S 356th Street to S 340th Street (includes S 356th Street from Pac Hwy S to end of sidewalk west) (includes S 344th Street form 500' West of Pacific Hwy to Pacific Hwy)

		Departmention of Work					F	requency	y by Mon	th				
		Description of Work	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
4.	Turf													
	4A	Mowing	1	1	2	2	3	3	3	3	2	2	1	1
	4B	Vegetation Elimination				1	1	2	2	2	1	1	1	
	4C	Trimming				1	1	2	2	2	1	1	1	
	4D	Edging		1	1	1	1	1	1	1	1	1		
	4E	Fertilize			1		1				1			
	4F	Herbicide			1		1				1			
	4G	Rough Mow												
5.		s, Shrubs and Ground Cover Beds		-	-	-			_			_		
	5A	Weeding and Litter Pickup												
	5B	Edging Ground Cover												
	5C	Vegetation Trimming			1		1		1		1		1	
	5D	Trimming Shrubs												
_	5E	Tree Pruning				1		1	As N	eeded		T		
	5F	Pre-emergent Herbicide												
	5G	Fertilizer												
6.		Surfaces												
	6A	Sweeping/Blowing						As No	eeded	•		•	1	
	6B	Weeds/Pre-emergent					1		1					
7.	Othe													
	7A	Litter Pickup/Windfall Debris						As N	eeded					
8.		tional Maintenance Labor												
	8A	Extra Labor Hours					As reque	ested in w	riting fron	n the City				
							10		10			-		
	-	Total Items of Work Per Month	1	2	6	6	10	8	10	8	8	5	4	1

# Annual Maintenance Schedule for Projects #20 1st Avenue S, S 356th Street to S 312th Street

	Description of Work					F	requency	y by Mon	th				
	Description of Work	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
4. Turf													
4A	Mowing	1	1	2	2	3	3	3	3	2	2	1	1
4B	Vegetation Elimination				1	1	2	2	2	1	1	1	
4C	Trimming				1	1	2	2	2	1	1	1	
4D	Edging		1	1	1	1	1	1	1	1	1		
4E	Fertilize			1						1			
4F	Herbicide			1						1			
4G	Rough Mow	1	1	2	2	3	3	3	3	2	2	1	1
5. Tree	s, Shrubs and Ground Cover Beds												
5A	Weeding and Litter Pickup	1	1	1	2	2	2	2	2	2	2	1	1
5B	Edging Ground Cover		1		1	1	1	1	1	1	1	1	
5C	Vegetation Trimming			1		1		1		1		1	
5D	Trimming Shrubs				1		1		1		1		
5E	Tree Pruning				1			As Ne	eeded			1	
5F	Pre-emergent Herbicide			1			1					1	
6. Hard	Surfaces												
6A	Sweeping/Blowing						As No	eeded					
6B	Weeds/Pre-emergent					1		1					
7. Othe	r												
7A	Litter Pickup/Windfall Debris						As N	eeded					
8. Addi	tional Maintenance Labor												
8A	Extra Labor Hours					As reque	ested in w	riting fron	n the City				
	Fotal Items of Work Per Month	3	5	10	12	14	16	16	15	13	11	9	3

#### Annual Maintenance Schedule for Projects #21 21st Avenue SW, SW 356th Street to SW 312th Street (includes SW 312th Street from Dash Pt Rd to 14th Ave SW, and island at Dash Point Rd and 21st ave SW)

	Description of Work					F	requency	<mark>/ by Mon</mark>	th				
	Description of Work	Jan	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC
4. Turf													
4A	Mowing	1	1	2	2	3	3	3	3	2	2	1	1
4B	Vegetation Elimination				1	1	2	2	2	1	1	1	
4C	Trimming				1	1	2	2	2	1	1	1	
4D	Edging		1	1	1	1	1	1	1	1	1		
4E	Fertilize			1		1				1			
4F	Herbicide			1		1				1			
4G	Rough Mow	1	1	2	2	3	3	3	3	2	2	1	1
5. Tree	s, Shrubs and Ground Cover Beds												
5A	Weeding and Litter Pickup												
5B	Edging Ground Cover				1	1	1	1	1	1	1	1	
5C	Vegetation Trimming			1		1		1		1		1	
5D	Trimming Shrubs												
5E	Tree Pruning				1		-	As Ne	eeded			1	
5F	Pre-emergent Herbicide												
6. Haro	d Surfaces												
6A	Sweeping/Blowing						As Ne	eeded					
6B	Weeds/Pre-emergent					1		1					
7. Othe													
7A	Litter Pickup/Windfall Debris						As Ne	eeded					
	itional Maintenance Labor												
8A	Extra Labor Hours					As reque	ested in w	riting from	the City				
	Total Items of Work Per Month	2	3	8	9	14	12	14	12	11	8	7	2

Annual Maintenance Schedule for Projects #22

#### 21st Avenue S, S 320th Street to S 316th Street

# (includes S 316th Street, Pacific Highway S west to alley, Pacific Highway S to 23rd Avenue S, 20th Avenue S, S 316th Street to S 314th Street (Includes planter behind sidewalk on east Side),

						F	requency	/ by Mon	th				
	Description of Work	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC
4. Turf													
4A	Mowing												
4B	Vegetation Elimination												
4C	Trimming												
4D	Edging												
4E	Fertilize												
4F	Herbicide												
4G	Rough Mow												
	· ·			•					•		•		
5. Tree	s, Shrubs and Ground Cover Beds												
5A	Weeding and Litter Pickup	1	1	1	2	2	2	2	2	2	2	1	1
5B	Edging Ground Cover												
5C	Vegetation Trimming			1		1		1		1		1	
5D	Trimming Shrubs				1		1		1		1		
5E	Tree Pruning				1			As N	eeded			1	
5F	Pre-emergent Herbicide			1			1					1	
	·			•					•		•		
6. Harc	I Surfaces												
6A	Sweeping/Blowing						As Ne	eded					
6B	Weeds/Pre-emergent					1		1					
7. Othe	er												
7A	Litter Pickup/Windfall Debris						As Ne	eded					
	· ·												
8. Add	itional Maintenance Labor												
8A	Extra Labor Hours					As reque	sted in w	riting fron	n the City				
								<u> </u>					
	Total Items of Work Per Month	1	1	3	4	4	4	4	3	3	3	4	1

#### Annual Maintenance Schedule for Projects #23 S 317th Street, 23rd Ave S to 28th Ave S; 28th Ave S, S 317th Street to S 312th Street and 28th Ave S / 317th Street S Roundabout (turf area)

	Description of Work					F	requency	/ by Mon	th				
	Description of work	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC
4. Turf													
4A	Mowing	1	1	2	2	3	3	3	3	2	2	1	1
4B	Vegetation Elimination				1	1	2	2	2	1	1	1	
4C	Trimming				1	1	2	2	2	1	1	1	
4D	Edging		1	1	1	1	1	1	1	1	1		
4E	Fertilize			1						1			
4F	Herbicide			1						1			
4G	Rough Mow												
5. Tree	s, Shrubs and Ground Cover Beds												
5A	Weeding and Litter Pickup	1	1	1	1	2	2	2	2	2	1	1	1
5B	Edging Ground Cover												
5C	Vegetation Trimming			1		1		1		1		1	
5D	Trimming Shrubs				1		1		1		1		
5E	Tree Pruning				1			As No	eeded			1	
5F	Pre-emergent Herbicide			1			1					1	
	d Surfaces												
6A	Sweeping/Blowing						As Ne	eded					
6B	Weeds/Pre-emergent												
7. Oth													
7A	Litter Pickup/Windfall Debris						As Ne	eeded					
8. Add	itional Maintenance Labor												
8A	Extra Labor Hours					As reque	ested in w	riting fron	n the City				
	Total Items of Work Per Month	2	3	8	8	9	12	11	11	10	7	7	2

#### Annual Maintenance Schedule for Projects #24 S 333rd Street/ S 332nd Street, roundabout to 13th PI S (including roundabout), (including 13th PI S, S 336th Street to the end)

	Departmention of Monty					F	requency	y by Mon	th				
	Description of Work	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
4. Turf		-						-	-				
4A	Mowing	1	1	2	3	3	3	3	2	2	2	1	1
4B	Vegetation Elimination				1	1	2	2	2	1	1	1	
4C	Trimming				1	1	2	2	2	1	1	1	
4D	Edging		1	1	1	1	1	1	1	1	1		
4E	Fertilize			1		1				1			
4F	Herbicide			1		1				1			
4G	Rough Mow												
5. Tree	s, Shrubs and Ground Cover Beds												
5A	Weeding and Litter Pickup	1	1	1	1	2	2	2	2	2	1	1	1
5B	Edging Ground Cover												
5C	Vegetation Trimming			1		1		1		1		1	
5D	Trimming Shrubs				1		1		1		1		
5E	Tree Pruning				1		-	As N	eeded			1	
5F	Pre-emergent Herbicide			1			1					1	
6. Hard	l Surfaces												
6A	Sweeping/Blowing						As No	eeded					
6B	Weeds/Pre-emergent												
7. Othe	er												
7A	Litter Pickup/Windfall Debris						As N	eeded					
8. Addi	tional Maintenance Labor												
8A	Extra Labor Hours			As reque	sted in w	riting from	the City						
	Total Items of Work Per Month	2	3	8	9	11	12	11	10	10	7	7	2

# Annual Maintenance Schedule for Projects #25 Roundabout at S334th Street and 38th Avenue S

	Description of Work						F	requency	<b>/ by Mon</b>	th			
	Description of Work	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
4. Turf													
4A	Mowing												
4B	Vegetation Elimination												
4C	Trimming												
4D	Edging												
4E	Fertilize												
4F	Herbicide												
4G	Rough Mow												
	s, Shrubs and Ground Cover Beds												
5A	Weeding and Litter Pickup		1	1	1	2	2	2	2	2	1	1	
5B	Edging Ground Cover												
5C	Vegetation Trimming												
5D	Trimming Shrubs				1		1		1		1		
5E	Tree Pruning						ŀ	As Neede	d				
5F	Pre-emergent Herbicide			1			1					1	
6. Hard	l Surfaces												
6A	Sweeping/Blowing						ŀ	As Neede	d				
6B	Weeds/Pre-emergent												
7. Othe													
7A	Litter Pickup/Windfall Debris						ŀ	As Neede	d				
8. Addi	tional Maintenance Labor												
8A	Extra Labor Hours						As reque	ested in w	riting fron	n the City			
	Total Items of Work Per Month	0	1	2	2	2	4	2	3	2	2	2	0

#### Annual Maintenance Schedule for Projects #26 13th Place S/ S 330 Street, S 324th Street to SR 99 (includes landscape on both sides of 13th Place S and north side of S 330th Street)

	Departmention of Monty					F	requency	y by Mon	th				
	Description of Work	Jan	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
4. Turf							-						
4A	Mowing	1	1	2	3	3	3	3	2	2	2	1	1
4B	Vegetation Elimination				1	1	2	2	2	1	1	1	
4C	Trimming				1	1	2	2	2	1	1	1	
4D	Edging		1	1	1	1	1	1	1	1	1		
4E	Fertilize			1		1				1			
4F	Herbicide			1		1				1			
4G	Rough Mow												
5. Tree	s, Shrubs and Ground Cover Beds												
5A	Weeding and Litter Pickup	1	1	1	1	2	2	2	2	2	1	1	1
5B	Edging Ground Cover												
5C	Vegetation Trimming			1		1		1		1		1	
5D	Trimming Shrubs				1		1		1		1		
5E	Tree Pruning				1			As N	eeded	-		1	
5F	Pre-emergent Herbicide			1			1					1	
6. Harc	l Surfaces												
6A	Sweeping/Blowing				-		As No	eeded		-			
6B	Weeds/Pre-emergent					1		1					
7. Othe													
7A	Litter Pickup/Windfall Debris						As No	eeded					
8. Add	itional Maintenance Labor												
8A	Extra Labor Hours					As reque	ested in w	riting fror	n the City				
	Total Items of Work Per Month	2	3	8	9	12	12	12	10	10	7	7	2

#### Annual Maintenance Schedule for Projects #27 Irrigation system Startup, Monthly Testing of All Systems, Backflow Prevention Testing, and Winterization & Blow Off

	Department of Work					F	requency	/ by Mon	th				
	Description of Work	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
4. Turf													
	Mowing												
4B	Vegetation Elimination												
4C	Trimming												
4D	Edging												
4E	Fertilize												
4F	Herbicide												
4G	Rough Mow												
5. Trees	s, Shrubs and Ground Cover Beds												
5A	Weeding and Litter Pickup												
5B	Edging Ground Cover												
5C	Vegetation Trimming												
5D	Trimming Shrubs												
5E	Tree Pruning												
5F	Pre-emergent Herbicide												
	Surfaces												
	Sweeping/Blowing												
6B	Weeds/Pre-emergent												
7. Othe													
7A	Litter Pickup/Windfall Debris												
7B1	Irrigation System Startup					38							
7B2	Monthly Testing						38	38	38	38			
7B3	Irrigation System Shutdown and winterizing										38		
7B4	Backflow Prevention Testing (38 Locations)				38								
	tional Maintenance Labor												
8A	Extra Labor Hours					As reque	ested in w	riting fron	n the City				
						-							
	Total Items of Work Per Month	0	0	0	38	38	38	38	38	38	38	0	0

#### Annual Maintenance Schedule for Projects #28 Garbage and Recycling Pickup and Disposal

	Description of Work					F	requency	y by Mon	th				
	Description of Work	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
4. Turf											8		
4A	Mowing												
4B	Vegetation Elimination												
4C	Trimming												
4D	Edging												
4E	Fertilize												
4F	Herbicide												
4G	Rough Mow												
	s, Shrubs and Ground Cover Beds												
5A	Weeding and Litter Pickup												
5B	Edging Ground Cover												
5C	Vegetation Trimming												
5D	Trimming Shrubs												
5E	Tree Pruning												
5F	Pre-emergent Herbicide												
	l Surfaces	•			-				•		-	•	
6A	Sweeping/Blowing												
6B	Weeds/Pre-emergent												
7. Othe		•		-	-				•		-	•	
7A	Litter Pickup/Windfall Debris												
	bage and Recycling Pickup and Disposal												
8A	Garbage & Recycling Pickup & Disposal	4	4	5	4	5	4	4	5	4	4	5	4
	ditional Maintenance Labor	1				-							
10A	Extra Labor Hours					As reque	ested in w	riting fror	n the City				
						_							
	Total Items of Work Per Month	4	4	5	4	5	4	4	5	4	4	5	4

#### Annual Maintenance Schedule for Projects #29 Litter Pickup and Disposal - Select Areas

	Departmention of Work					F	requency	y by Mon	th				·
	Description of Work	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
4. Turf		-		_	_	-	_	_	-	_	-		
4A	Mowing												
4B	Vegetation Elimination												
4C	Trimming												
4D	Edging												
4E	Fertilize												
4F	Herbicide												
4G	Rough Mow												
	s, Shrubs and Ground Cover Beds												
	Weeding and Litter Pickup												
	Edging Ground Cover												
5C	Vegetation Trimming												
5D	Trimming Shrubs												1
5E	Tree Pruning												
5F	Pre-emergent Herbicide												
6. Hard	Surfaces												
6A	Sweeping/Blowing												i i
6B	Weeds/Pre-emergent												
7. Othe													
7A	Litter Pickup/Windfall Debris												
9. Litter	r Pickup and Disposal - Select Areas												
9A	Litter Pickup & Disposal - Select Areas	2	2	2	2	2	2	2	2	2	2	2	2
10. Add	litional Maintenance Labor												
10A	Extra Labor Hours					As reque	ested in w	riting fror	n the City				
	Total Items of Work Per Month	2	2	2	2	2	2	2	2	2	2	2	2

## Annual Maintenance Schedule for Project #30 S 352nd - Pacific Hwy to Enchanted Pkwy

	Description of Work					F	requency	y by Mon	th				
	Description of work	Jan	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
4. Turf													
4A	Mowing	1	1	2	2	3	3	3	3	2	2	1	1
4B	Vegetation Elimination				1	1	2	2	2	1	1	1	
4C	Trimming				1	1	1	1	1	1	1	1	
4D	Edging		1	1	1	2	2	2	2	2	2		
4E	Fertilize			1		1				1			
4F	Herbicide			1		1				1			
4G	Rough Mow												
	s, Shrubs and Ground Cover Beds												
5A	Weeding and Litter Pickup	1	1	1	1	2	2	2	2	2	1	1	1
5B	Edging Ground Cover												
5C	Vegetation Trimming			1		1		1		1		1	
5D	Trimming Shrubs				1		1		1		1		
5E	Tree Pruning				1			As No	eeded			1	
5F	Pre-emergent Herbicide			1			1					1	
6. Harc	l Surfaces												
6A	Sweeping/Blowing						As No	eeded					
6B	Weeds/Pre-emergent					1		1					
7. Othe	er												
7A	Litter Pickup/Windfall Debris						As No	eeded					
8. Add	itional Maintenance Labor												
8A	Extra Labor Hours					As reque	ested in w	riting fror	n the City				
	Total Items of Work Per Month	2	3	8	8	13	12	12	11	11	8	7	2

## Annual Maintenance Schedule for Project #31 S 356th - Pacific Hwy to Enchanted Pkwy

	Description of Work					F	requency	/ by Mon	th				
	Description of Work	Jan	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
4. Turf													
4A	Mowing	1	1	2	2	3	3	3	3	2	2	1	1
4B	Vegetation Elimination				1	1	2	2	2	1	1	1	
4C	Trimming				1	1	2	2	2	1	1	1	
4D	Edging		1	1	1	1	1	1	1	1	1		
4E	Fertilize			1		1				1			
4F	Herbicide			1		1				1			
4G	Rough Mow												
5. Tree	s, Shrubs and Ground Cover Beds												
5A	Weeding and Litter Pickup	1	1	1	1	2	2	2	2	2	1	1	1
5B	Edging Ground Cover												
5C	Vegetation Trimming			1		1		1		1		1	
5D	Trimming Shrubs				1		1		1		1		
5E	Tree Pruning				1			As Ne	eeded			1	
5F	Pre-emergent Herbicide			1			1					1	
6. Hard	l Surfaces												
6A	Sweeping/Blowing						As Ne	eded					
6B	Weeds/Pre-emergent					1		1					
7. Othe	r												
7A	Litter Pickup/Windfall Debris						As Ne	eded					
8. Addi	tional Maintenance Labor												
8A	Extra Labor Hours					As reque	ested in w	riting fron	n the City				
	Total Items of Work Per Month	2	3	8	8	12	12	12	11	10	7	7	2

# Annual Maintenance Schedule for Projects # SWM, 6th Ave SW from Cul-De-Sac to SW 353rd-South side of road only

	Description of Work					F	requency	y by Mon	th				
	Description of Work	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC
4. Tur	F												
4A	Mowing			2	2	3	3	2	2	2	2	1	
4B	Vegetation Elimination				1	1	2	2	2	1	1		
4C	Trimming				1	1	2	2	2	1	1		
4D	Edging			1	1	1	1	1	1	1	1	1	
4E	Fertilize			1							1		
4F	Herbicide			1		1				1			
4G	Rough Mow												
	es, Shrubs and Ground Cover Beds	-		-							_		
5A	Weeding and Litter Pickup												
5B	Edging Ground Cover												
5C	Vegetation Trimming												
5D	Trimming Shrubs			1			1			1			
5E	Tree Pruning				1			As No	eeded			1	
5F	Pre-emergent Herbicide												
	d Surfaces	-											
6A	Sweeping/Blowing						As Ne	eeded					
6B	Weeds/Pre-emergent					1		1					
7. Oth													
7A	Litter Pickup/Windfall Debris						As Ne	eded					
	litional Maintenance Labor	1											
8A	Extra Labor Hours					As reque	ested in w	riting from	n the City				
	Total Items of Work Per Month	0	0	6	6	8	9	8	7	7	6	3	0

#### Annual Maintenance Schedule for Projects #33 10th Ave SW / SW 330th - Campus Dr SW to 1st Ave S

Description of Work         Frequency by Month													
	Description of work	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC
4. Turf													
4A	Mowing	1	1	2	2	3	3	3	2	2	2	1	1
4B	Vegetation Elimination				1	1	2	2	2	1	1	1	
4C	Trimming				1	1	2	2	2	1	1	1	
4D	Edging		1	1	1	1	1	1	1	1	1		
4E	Fertilize			1						1			
4F	Herbicide			1						1			
4G	Rough Mow	1	1	2	2	3	3	3	2	2	2	1	1
	s, Shrubs and Ground Cover Beds												
5A	Weeding and Litter Pickup	1	1	1	2	2	2	2	2	2	2	1	1
5B	Edging Ground Cover		1		1	1	1	1	1	1	1	1	
5C	Vegetation Trimming			1		1		1		1		1	
5D	Trimming Shrubs				1		1		1		1		
5E	Tree Pruning				1			As No	eeded			1	
5F	Pre-emergent Herbicide			1			1					1	
6. Hard	Surfaces												
6A	Sweeping/Blowing						As N	eeded					
6B	Weeds/Pre-emergent					1		1					
7. Othe													
7A	Litter Pickup/Windfall Debris						As N	eded					
8. Addi	tional Maintenance Labor												
8A	Extra Labor Hours					As reque	ested in w	riting fror	n the City				,
								-					
•	Fotal Items of Work Per Month	3	5	10	12	14	16	16	13	13	11	9	3

						RFE	3 18-012											
	Proje	ect #1	Proj	ect #2	Proj	ect #3	Proj	ect #4	Proje	ect #5	Proje	ect #6	Proje	ect #7	Proje	ect #8	Proje	ect #9
MAINTENANCE ITEMS	S 28	3th St	S 31	2th St	S 31	2th St		20th St V to 11th Pl		20th St	SW 32	20th St	S 324	4th St	S 33	6th St	S 342	2nd St
	SR 99	) to I-5		o SR99		28th Ave S		S	11 PI 3	S to I-5	-	verhaeuser	11 PI S to	18 Ave S		/ S to I-5		y Lane
	Start Date	Insp. Date	Start Date	Insp. Date	Start Date	Insp. Date	Start Date	Insp. Date	Start Date	Insp. Date	Start Date	Insp. Date	Start Date	Insp. Date	Start Date	Insp. Date	Start Date	Insp. Date
Turf																		
Mowing																		
Vegetation Elimination																		
Trimming																		
Edging																		
Fertilize																		
Herbicide																		
Rough Mow																		
Trees, Shrubs and Ground Cover Beds																		
Weeding																		
Edging Ground Cover																		
Vegetation Trimming																		
Trimming Shrubs																		
Tree Pruning																		
Pre-emergent Herbicide																		
Hard Surfaces		-	-		_	_	_		-					-				
Sweeping/Blowing																		
Weeds/Pre-emergent																		
Other		-	-		_	_	_		-					-				
Litter Pickup/Windfall Debris																		
Irrigation System Startup																		
Monthly Testing																		
Irrigation System Shutdown and winterizing																		
Backflow Prevention Testing (31 Locations)																		
Garbage & Recycle PU		1								1								<del></del>
Litter Pickup/Windfall Debris																		
Litter Pickup and Disposal																		<del></del>
Litter Pickup and Disposal																		

Notes: A completed work/inspection schedule is to be delivered to the Street Maintenance Supervisor every Friday for the following week's work schedule.

Start Date = Date work is to be done

Insp. Date = Date work is inspected by the City

						RFE	3 18-012		-		-							
	Proje	ct #10	Proje	ect #11	Proje	oct #12	Proje	ect #13	Proje	ct #14	Proje	ct #15	Proje	ct #16	Proje	ct #17	Proje	ct #18
MAINTENANCE ITEMS	SW 340th	n / S 348th	S 35	6th St	23rd	Ave S	SR	161	SR	8-99	SF	1-99	SR	-99	SR	-99	SR	8-99
MAINTENANCE ITEMS	Hoyt to	16 Ave	21st Ave	SW to 1st	S324	to S316	S356 1	to SR99	S 283	to S272	18th t	o S283	S 310	to 18th	S324 t	o S310	S 340 t	to S324
	Start Date	Insp. Date																
Turf																		
Mowing																		
Vegetation Elimination																		
Trimming																		
Edging																		
Fertilize																		
Herbicide																		
Rough Mow																		
Trees, Shrubs and Ground Cover Beds																		
Weeding																		
Edging Ground Cover																		
Vegetation Trimming																		
Trimming Shrubs																		
Tree Pruning																		
Pre-emergent Herbicide																		
Hard Surfaces																		
Sweeping/Blowing																		
Weeds/Pre-emergent																		
Other																		
Litter Pickup/Windfall Debris																		
Irrigation System Startup																		
Monthly Testing																		
Irrigation System Shutdown and winterizing																		
Backflow Prevention Testing (31 Locations)																		
Garbage & Recycle PU																		
Litter Pickup/Windfall Debris																		
Litter Pickup and Disposal																		
Litter Pickup and Disposal																		1 -

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						RFE	3 18-012											
	Proje	ct #19	Proje	ect #20	Proje	ect #21	Proje	ect #22	Proje	ect #23	Proje	ect #24	Proje	ct # 25	Proje	ct # 26	Projec	ct # 27
MAINTENANCE ITEMS		1-99	1st Ave S S356 to S312		21st Ave SW SW356 to SW312			Ave S		7th St	Roundab	33rd out to S333	Roundabout S33rd St and 38th Ave S			/ S 330th	Irrigatior	n System
	S 356 1 Start	to S348 Insp.	S356 Start	Insp.	SW356 Start	Insp.	S320 Start	to S316 Insp.	28 Ave S I Start	Roundabout Insp.	Start	St Insp.	Av Start	lnsp.	S324 to Start	o SR99 Insp.	Start	Insp.
	Date		Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date
Turf																		
Mowing																		
Vegetation Elimination																		
Trimming																		
Edging																		
Fertilize																		
Herbicide																		
Rough Mow																		
Trees, Shrubs and Ground Cover Beds																		
Weeding																		
Edging Ground Cover																		
Vegetation Trimming																		
Trimming Shrubs																		
Tree Pruning																		
Pre-emergent Herbicide																		
Hard Surfaces								_	-		-				-		-	
Sweeping/Blowing																		
Weeds/Pre-emergent																		
Other																		
Litter Pickup/Windfall Debris																		
Irrigation System Startup																		
Monthly Testing																		
Irrigation System Shutdown and winterizing																		
Backflow Prevention Testing (31 Locations)																		
Garbage & Recycle PU								_				_						
Litter Pickup/Windfall Debris																		<u>i                                    </u>
Litter Pickup and Disposal																		
Litter Pickup and Disposal																		<u> </u>

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			F	RFB 18-01	2							
	Proje	ct # 28	Proje	ct # 29	Proje	ct # 30	Proje	ct # 31	Proje	ct # 32	Proje	ct # 33
MAINTENANCE ITEMS	Garbage	Garbage & Recycle		& Dispose	S 352nd SR 99 to SR 161		S 356th SR 99 to SR 161		6th Avenue SW Cul-De-Sac to SW 353rd		10th Ave SW / SW 3301 Campus Dr to 1st Ave	
	Start	Insp.	Start	Insp.	SR 99 to Start	Insp.	SR 99 to Start	Insp.	Start	Insp.	Start	Insp.
	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date
Turf												
Mowing												
Vegetation Elimination												
Trimming												
Edging												
Fertilize												
Herbicide												
Rough Mow												
Trees, Shrubs and Ground Cover Beds								-	-		-	
Weeding												
Edging Ground Cover												
Vegetation Trimming												
Trimming Shrubs												
Tree Pruning												
Pre-emergent Herbicide												
Hard Surfaces		1								<b>T</b>		
Sweeping/Blowing												
Weeds/Pre-emergent												
Other		1								<b>T</b>		
Litter Pickup/Windfall Debris												
Irrigation System Startup												
Monthly Testing												
Irrigation System Shutdown and winterizing												
Backflow Prevention Testing (31 Locations)												
Garbage & Recycle PU			1				1		-	1		<b></b>
Litter Pickup/Windfall Debris												
Litter Pickup and Disposal			1				1		-	1		<b></b>
Litter Pickup and Disposal												

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