

CITY OF ORTING

Short Form Contract

110 Train St SE
Orting, WA 98360

lhinds@cityoforting.org
(360) 893-2219 x139

REQUEST FOR PROPOSAL

for

178th Avenue East Utility Crossing

Proposal Submittal Date, Time, and Location:

City of Orting
110 Train St Se
Orting, WA 98360

Email Questions or call to:

lhinds@cityoforting.org / (360) 893-2219 x139

Mail Proposals To:

City of Orting
PO Box 489
Orting, WA 98360

Hand Carry Proposals To:

City of Orting
110 Train St SE
Orting, WA 98360

Mark Envelope:

178th Avenue East Utility Crossing
Attn: Laura Hinds

There will not be a formal bid opening. Contractors will be contacted within 5 days after bid due date with bid results.

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EXHIBIT A – Scope of Work

RFP # PW 2019-04

Initial the following:

1. ___ The project shall be accomplished as a Small Works Project and will be subject to meet the requirements of the Small Works Roster prior to quotation due date. Contractor shall provide proof of MRSC membership. Visit MRSC website at www.mrscrosters.org or contact MRSC Rosters at (206) 625-1300 for information.
2. ___ The project will include _____

Qualifications: Participants must have the following qualifications and submit evidence of such qualifications with their proposal (failure to submit data will be reason for rejection of proposal).

1. Submit a list of all staff employed or existing agreements with subcontractors.
2. The proposal response must include name, address, and telephone number of at least three client contacts for professional reference.

Requirements: The Public Works Supervisor or a designated representative, shall be the Contract administrator. This person will be the contact for all routine matters and scheduling. After award of the Contract, the Contractor will report to the Public Works Supervisor. Communications from the Contractor shall be routed through the Public Works Supervisor, unless noted otherwise.

1. Must submit a copy of City of Orting Business License.
2. Must submit Certificate of Insurance.
3. Must submit “Statement of Intent to Pay Prevailing Wages.”

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Exhibit B – WSDOT Franchise Utility Permit

RFP # PW 2019-01

WSDOT Franchise Utility Permit is found on the following pages.



**Washington State
Department of Transportation**

Olympic Region
5720 Capitol Boulevard, Tumwater
P.O. Box 47440
Olympia, WA 98504-7440
360-357-2600 / FAX: 360-357-2601
TTY: 1-800-833-6388
www.wsdot.wa.gov

January 16, 2019

Parametrix
Attn: Jack Wright
1019 39th Ave SE, Suite 100
Puyallup, WA 98374

Re: SR 162 MP 10.59
Franchise 6614 – Amendment No. 2
Executed

Dear Mr. Wright:

Attached is a scanned copy of the above-referenced franchise amendment to construct, operate and maintain a water hydrant system along a portion of SR 162 in Pierce County.

Before beginning work, please telephone the Department's representative shown on Exhibit "A", Page 1 to advise as to your start of work date and to schedule the required preconstruction conference. No work is authorized within the highway right of way until this notice is given.

The Department has set up a reimbursable account to recover additional costs incurred for review and inspection of the franchise amendment. This is consistent with the terms and conditions of the application.

Please be aware that General Provision #11 requires notification for final inspection of this project and Special Provisions #44 and #45 have requirements that must be completed prior to beginning work.

This franchise amendment includes Exhibit "A", Special Provisions; Exhibit "B", Utility Facility Description; Exhibit "C", Project Plans; Exhibit "D", Traffic Control Plans; Exhibit "E", Minimum Cover for Pipe Installation, and Exhibit "F" Notification of Maintenance Operations Within State Right of Way.

Sincerely,

A handwritten signature in black ink, appearing to read "Devin Maher".

Devin Maher
Utility Project Support and Accommodations Engineer

DM
Attachments
JC8514-03



Utility Accommodation Application

(aka Permit or Franchise)

For Department Use Only		
Permit/Franchise Number	6614 Amend. 2	
Charge Code	Group	Expiration
JC8514	03	12/08/2025
Date Received:	Reviewed By:	
12/11/2018	Devin Maher	
Region Address	5720 Capitol Blvd. Tumwater, WA 98501	

Applicant City of Orting	Utility Contact Name Greg Reed
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Email GReed@cityoforting.org	Phone 360-893-2219 x138
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Location (www.snagmp.com)

SR 162	Milepost Begin 10.59 End 10.59	County Pierce
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Installation

<p>Please Check One</p> <input type="checkbox"/> Power <input checked="" type="checkbox"/> Water <input type="checkbox"/> Gas <input type="checkbox"/> Other _____	<input type="checkbox"/> Sewer <input type="checkbox"/> Telecommunication	<p>Please Check All That Apply</p> <input checked="" type="checkbox"/> Buried <input type="checkbox"/> Aerial <input checked="" type="checkbox"/> Surface Feature (Pole, ped, vault) <input type="checkbox"/> Attached to a bridge/structure
<p>Describe Installation Type (Briefly explain)</p> <p>Jack and bore steel casing under SR 162 and install 8" DIP and new hydrant</p>		

Billing Information

Contact Name Greg Reed - Public Works Director		
Federal Tax ID	Applicant Reference Work Order (optional)	
Phone 360-893-2219 x138	Email GReed@cityoforting.org	
Street 110 Train St SE		
City Orting	State WA	Zip + 4 98360

Authorized Signatory

Signature 	Printed Name & Title/Owner Greg Reed P.W. DIRECTOR	Date 12-03-2018
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The Authorized Signature indicates the General Provisions, as provided, have been read and are agreed to by the Utility and the Utility understands that additional provisions may apply. The WSDOT has the authority to invoice the Utility for all work associated with the review, processing and inspection for the proposed installation. The applicant promises to pay any additional costs, in addition to the fees, incurred by WSDOT on the behalf of the applicant.

In accepting this Franchise Amendment No. 2 to 6614, Utility agrees that the General Provisions to the original Franchise shall be replaced in their entirety with the General Provisions as included with this Amendment. All other terms and conditions of the original franchise shall remain in full force and effect.

FOR DEPARTMENT USE ONLY, DO NOT WRITE BELOW THIS LINE

Application Type Franchise Amendment	Category, Impact to R/W Dropdown Category 3 - Low Impact	Fees \$150	Access Control Managed
<small>Checks or money orders are to be made payable to "Washington State Department of Transportation".</small>			

* The fees are paid to cover the basic administrative expenses incident to the processing of this application in accordance with WAC 468-34 and RCW 47.44 and amendments thereto.

Department Approval: 	Printed Name & Title Ralph Kates Utility Eng	Date: 1-15-19
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General Provisions for the Utility Accommodation Application

This Permit or Franchise is issued pursuant to the terms of RCW 47.32, RCW 47.44, and WAC 468-34, and amendments thereto. Renewal of a Franchise must be by application prior to expiration of this Franchise as required by RCW 47.44.020(3).

1. A copy of this Permit or Franchise must be on the job site, protected from the elements, at all times during any construction authorized by this Permit or Franchise.
2. The Utility agrees to pay the reasonable costs for investigating, handling, and granting the Permit or Franchise, including, but not limited to basic overhead charges and for providing an inspector during construction and/or maintenance of the Utility's facilities. Further, the Utility agrees that it shall be responsible for and pay WSDOT's expended direct and indirect costs associated with applicable provisions of the Permit or Franchise. WSDOT will assign a reimbursable account to the Utility as a means of invoicing the Utility for the costs associated with this Permit or Franchise.
 - (a) WSDOT will assign a reimbursable account to the Utility as a means of invoicing the Utility for the costs associated with this Permit or Franchise.
 - (b) WSDOT will invoice the Utility and the Utility agrees to pay WSDOT within thirty (30) calendar days of receipt of an invoice.
3. Upon approval of this Permit or Franchise, the Utility shall diligently proceed with the Work and comply with all General and Special provisions herein. Construction of facilities proposed under this Permit or Franchise shall begin within one (1) year and must be completed within three (3) years from date of WSDOT approval. "Work" under this Permit or Franchise shall mean construction, operation, and maintenance of the Utility's facilities as authorized herein.
4. The Utility shall notify WSDOT representative in special provision 1 of the name, address, and telephone number of its contractor when Work outlined herein is going to be performed with other than its own forces. When the Utility uses a contractor, an authorized representative of the Utility shall be present at all times unless otherwise agreed to by WSDOT representative. A list of authorized representatives shall be submitted prior to the construction start date. (Authorized representatives are defined as persons having signatory authority for the Utility and or the authority to control the Work as needed for any issues identified by WSDOT.)
5. The Utility agrees to schedule and perform its Work in such a manner as not to delay WSDOT's contractor's work when WSDOT has a contractor performing work in the vicinity of the Utility's Work.
6. All contact between WSDOT and the Utility's contractor shall be through the Utility representative. Where the Utility chooses to perform the Work with its own forces, it may elect to appoint one of its own employees engaged in the Work as its representative. The Utility, at its own expense, shall adequately police and supervise all Work performed by itself, its contractor, subcontractor, agent, and/or others, so as not to endanger or injure any person or property.
7. The Utility shall contact the identified WSDOT representative two (2) weeks prior to conducting Work, to determine the location of survey control monuments within the area in which the Utility will be working. In the event any monument or right of way marker will be altered, damaged, or destroyed by the Utility, WSDOT, prior to Utility Work, will reference or reset the monument or right of way marker. During the Work, upon discovery of a monument or right of way marker, the Utility shall cease Work in that area and immediately notify WSDOT of the discovery. WSDOT will coordinate with the Utility to ensure that the monument or right of way marker is recorded or replaced. The Utility agrees to pay all WSDOT costs to perform monument or right of way marker work, as provided in this provision, in accordance with general provision 2.
8. In the event any milepost, fence, or guardrail is located within the limits of the Utility's Work and will be disturbed during Utility Work, the Utility agrees to carefully remove these highway facilities prior to Utility Work and reset or replace these highway facilities after the Utility Work, to WSDOT's sole satisfaction and at the sole cost of the Utility. The Utility agrees that all highway signs and traffic control devices shall not be removed or disturbed during Utility Work.

9. The Utility agrees that all Work shall be done to the satisfaction of WSDOT. All material and workmanship shall conform to WSDOT's Standard Specifications for Road, Bridge, and Municipal Construction, current edition, and amendments thereto, and shall be subject to WSDOT inspection. All WSDOT acceptance and inspections are solely for the benefit of WSDOT and not for the benefit of the Utility, the Utility's contractor (if any), or any third party. The Utility agrees that it shall pay all WSDOT inspection costs in accordance with general provision 2.
10. The Utility shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways (Federal Highway Administration) and the State of Washington modifications thereto (chapter 468-95 WAC) while it performs the Work. If WSDOT requires, the Utility shall submit a signing and traffic control plan to WSDOT's representative for approval prior to construction or maintenance Work. No lane closures shall be allowed except as approved by WSDOT's representative. Approvals may cause revision of Special Provisions of this Permit or Franchise, including hours of operation.
11. This Permit or Franchise may not be amended or modified without WSDOT's prior review and approval. Upon completion of the Work, the Utility shall provide a written notice of completion of the Work to WSDOT's representative within ten (10) calendar days of the completion of the Work so that WSDOT may make its final inspection. Further, the Utility shall provide the Region Utilities Engineer with detailed as-built drawings within ninety (90) calendar days of Work completion, if the originally approved Permit or Franchise construction plans have been revised during the course of construction.
12. If WSDOT, at its sole discretion, shall determine that any or all of the Utility's facilities must be modified, removed from, or relocated within the state-owned highway right of way as necessary, incidental, or convenient for the construction, alteration, improvement, repair, relocation, or maintenance of the state highway, or for the safety of the traveling public, the Utility, its successors and assigns, shall, at its sole cost and expense, upon written notice by WSDOT, modify, relocate, or remove any or all of its facilities within or from the state-owned highway right of way as required by WSDOT. The Utility shall perform in a timely manner all facility modifications, relocations, and/or removals as WSDOT directs, to avoid highway project impacts or delays and in such manner as will cause the least disruption of traffic or interference with WSDOT's continued operation and/or maintenance of the highway.
13. Should the Utility fail or refuse to comply with WSDOT's direction, pursuant to general provision 12, to modify, remove, or relocate any Utility facility, WSDOT may undertake and perform any modification, removal, or relocation of the Utility facility that WSDOT, in its sole discretion, deems necessary. The Utility agrees to pay WSDOT's expended costs and expenses for performing the work, in accordance with general provision 2.
14. If WSDOT determines in good faith that emergency maintenance work on the Utility's facility is needed to (a) protect any aspect of the state highway right of way, or (b) secure the safety of the traveling public due to a failure of the Utility's facility, WSDOT may perform the necessary work without the Utility's prior approval, and the Utility agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with general provision 2. WSDOT will notify the Utility of the emergency work performed as soon as practicable.
15. WSDOT may amend, revoke, or cancel this Permit or Franchise at any time by giving written notice to the Utility. If the Permit or Franchise is amended, the Utility will have thirty (30) calendar days to modify the facility as the Permit or Franchise amendment(s) require. If the facility modifications cannot be made within thirty (30) calendar days, the Utility shall respond to WSDOT, in writing, as to when the facility modifications can be made. If the Permit or Franchise is revoked or canceled, the Utility shall immediately remove all facilities from the right of way. Any facilities remaining upon the right of way thirty (30) calendar days after written notice of Permit or Franchise revocation or cancellation may be removed by WSDOT at the expense of the Utility. The Utility agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with general provision 2.
16. Should the Utility breach any of the conditions and requirements of this Permit or Franchise, or should the Utility fail to proceed with due diligence and in good faith with the Work as authorized by this Permit or Franchise, WSDOT may cancel or revoke the Permit or Franchise upon thirty (30) calendar days written notice to the Utility.
17. The Utility shall not excavate or place any obstacle within the state-owned highway right of way in such a manner as to interfere with WSDOT's construction, operation, and maintenance of the state-owned highway right of way or the public's travel thereon without first receiving WSDOT's written authorization.
18. The Utility agrees to maintain, at its sole expense, its facilities authorized by this Permit or Franchise in a condition satisfactory to WSDOT.
19. The Utility agrees that it is financially responsible to WSDOT for all necessary expenses incurred in inspecting the construction and restoring the highway pavement or related transportation equipment or facilities to a permanent condition suitable for travel as determined by WSDOT, as well as financially responsible to WSDOT for trenching

work not completed and for compensating WSDOT for the loss of useful pavement life caused by trenching as required by RCW 47.44.020.

20. Upon completion of all Work, the Utility shall immediately remove all rubbish and debris from the state-owned highway right of way, leaving the state-owned highway right of way in a neat, presentable, and safe condition to WSDOT's satisfaction. Any Work-related rubbish and debris clean up, or any necessary slope treatment to restore and/or protect the state-owned right of way, not done within one (1) week of Work completion, unless otherwise negotiated, will be done by WSDOT at the expense of the Utility. The Utility agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with general provision 2.
21. For the benefit and safety of the traveling public, the Utility voluntarily agrees to permit WSDOT to attach and maintain upon any Utility facility under this Permit or Franchise any required traffic control devices, such as traffic signals, luminaires, and overhead suspended signs, when the use of such devices or attachments does not interfere with the use for which the facility was constructed. WSDOT shall bear the cost of attachment and maintenance of such traffic control devices, including the expended cost of any extra Utility infrastructure construction beyond what is necessary for the Utility's facility; such extra cost to be jointly determined by WSDOT and the Utility. WSDOT shall not share in the Utility facilities' cost of installation, operation, or maintenance of any of the facilities installed under this Permit or Franchise.
22. The Utility shall comply with WSDOT's Temporary Erosion and Sediment Control Manual (M 3103.01) and any revisions thereto, for erosion control and/or to mitigate any erosion occurring as a result of the Work. If the Utility Work performed under this Permit alters, modifies, changes, or interferes in any way with the drainage of the state-owned highway right of way, the Utility shall, at its own expense, make all corrections and/or provisions WSDOT requires to fix and restore the state-owned right of way drainage to its original condition and function prior to the Utility's Work. Any flows from the Utility shall not exceed the flows discharging to WSDOT drainage prior to the new work. Any flows discharged to state-owned highway right of way shall meet the requirements for quantity and water quality according to the current version Highway Runoff Manual (M 31-16). Should the Utility not make the required drainage restoration, WSDOT reserves the right to make such changes as necessary to restore the original drainage function at the sole cost of the Utility, and the Utility agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with Stormwater Discharge General Provision 2.
23. The Utility shall be responsible for securing all necessary permits, including but not limited to, federal, state, and local regulatory, tribal, environmental, archeological, and railroad permits and permits from the Washington State Department of Ecology, the Washington State Department of Fish and Wildlife, and/ or the U.S. Army Corps of Engineers prior to beginning the Work authorized by this Permit or Franchise. The Utility shall be responsible for mitigation measures where wetlands have been disturbed and agrees that it is responsible for any fines imposed for noncompliance with the permit(s) conditions or for failure to obtain the required permits. In addition, the Utility, on behalf of itself and its contractors, officers, officials, employees, and agents, agrees to indemnify, hold harmless, and defend, at its sole cost and expense, WSDOT and its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages (to regulatory agencies, persons, and/or property), arising out of, or in any way resulting from, the Utility's failure to (1) obtain any required permit for the Utility Work or (2) comply with permit conditions. Further, the Utility shall be responsible for compliance with all federal, state, and local laws, regulations.
24. For any of the Utility's Work that requires permit coverage under the "CONSTRUCTION STORMWATER GENERAL PERMIT – National Pollutant Discharge Elimination System and State Waste Discharge General Permit for Stormwater Discharges Associated with Construction Activity" (Construction Stormwater General Permit), the Utility shall obtain said permit coverage and shall comply with all requirements of the Construction Stormwater General Permit. Upon WSDOT's request, the Utility shall provide a copy of the Construction Stormwater General Permit. In addition, the Utility, on behalf of itself and its contractors, officers, officials, employees, and agents, agrees to indemnify, hold harmless, and defend, at its sole cost and expense, WSDOT and its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages (to regulatory agencies, persons, and/or property), arising out of, or in any way resulting from, the Utility's failure to (1) obtain coverage under the Construction Stormwater General Permit for Utility Work or (2) comply with the Construction Stormwater General Permit requirements.

25. This Permit or Franchise does not authorize the Utility, or its employees, contractors, or agents, any right to cut, spray, retard, remove, destroy, disfigure, or in any way modify the physical condition of any vegetative material located on the state-owned highway right of way. Should the Utility anticipate that its Work will alter the appearance of the state-owned highway right of way vegetation, the Utility shall notify WSDOT representative listed in special provision 1 to obtain WSDOT's prior written approval of the Utility's proposed work. If WSDOT permits the Utility to modify the state-owned highway right of way vegetation, it agrees that any vegetation cutting and/or trimming activities shall be conducted in such a manner that the state-owned highway right of way vegetation appearance will not be damaged. Should the Utility damage the appearance of the state-owned highway right of way vegetation without WSDOT's prior written approval, the Utility is subject to penalties provided for in RCWs 47.40.070, 47.40.080, and 4.24.630, as applicable.
26. The Utility hereby certifies that its facilities described in this Permit or Franchise are (1) in compliance with the Control Zone Guidelines, or (2) for a franchise consolidation or renewal, a mitigation plan has been submitted and approved for any existing Location I or Location II utility objects to be corrected in accordance with the Control Zone Guidelines, pursuant to Chapter 9 of WSDOT's Utilities Manual (M 22-87) and any revisions thereto.
27. The Utility shall not assign or transfer this Permit or Franchise without WSDOT's prior written approval. The Utility understands that any assignment or transfer requires the assignee or transferee to have the means to assume all obligations, duties, and liabilities of the terms and conditions of this Permit or Franchise, and the Utility will advise the assignee or transferee of its obligation to apply for an updated or replacement Permit or Franchise. If WSDOT does not approve the assignment or transfer, this Permit or Franchise shall automatically terminate, and the facility occupying state-owned highway right of way shall be subject to the terms of RCW 47.44.060.
28. The Utility, its successors and assigns, shall indemnify, defend at its sole cost and expense, and hold harmless the State of Washington, its officers and employees, from all claims, demands, damages (both to persons and/or property), expenses, regulatory fines, and/or suits that (1) arise out of or are incident to any acts or omissions of the Utility, its agents, contractors, and/or employees, in the use of the state-owned highway right of way as authorized by the terms and conditions of this Permit or Franchise, or (2) are caused by the breach of any of the terms or conditions of this Permit or Franchise by the Utility, its successors and assigns, and its contractors, agents, and/or employees. The Utility, its successors and assigns, shall not be required to indemnify, defend, or hold harmless the State of Washington, its officers and/or employees, if the claim, suit, or action for damages (both to persons and/or property) is caused by the acts or omissions of the State of Washington, its officers and/or employees; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the State of Washington, its officers and/or employees, and (b) the Utility, its agents, contractors, and/or employees, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the acts or omissions of the Utility, its agents, contractors, and/or employees.
29. The Utility agrees that its obligations under this Permit or Franchise extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while performing Work under this Permit or Franchise while located on state-owned highway right of way. For this purpose, the Utility, by MUTUAL NEGOTIATION, hereby waives, with respect to the State of Washington only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in chapter 51.12 RCW.
30. The indemnification and waiver provided for in general provisions 28 and 29 shall survive the termination of this Permit or Franchise.
31. Any action for damages against the State of Washington, its agents, contractors, and/or employees, arising out of damages to a utility or other facility located on state-owned highway right of way, shall be subject to the provisions and limitations of RCW 47.44.150.
32. This Permit or Franchise shall not be deemed or held to be an exclusive one and shall not prohibit WSDOT from granting rights of like or other nature to other public or private utilities, nor shall it prevent WSDOT from using any of the state-owned highway right of way or other properties for transportation purposes, or affect WSDOT's right to full supervision and control over all or any part of the state-owned highway right of way or properties, none of which is hereby surrendered. Further, WSDOT reserves the exclusive right to require that all utility facilities be subject to joint trenching and occupancy.



Special Provisions for Permits and Franchises

Utility Franchise 6614 Amend. #2

Applicable provisions are denoted by (X)

- 1. No Work provided for herein shall be performed until the Utility is authorized by the following Washington State Department of Transportation (Department) Representative(s):

Name: <u>Chris Ehresmann</u>	Name: _____
Title: <u>Utility Inspection Engineer</u>	Title: _____
Street: <u>5720 Capitol Blvd. SE</u>	Street: _____
City: <u>Olympia</u>	City: _____
State: <u>WA</u> Zip: <u>98501-5201</u>	State: _____ Zip: _____
Phone: <u>360-570-6749</u> Cell: _____	Phone: _____ Cell: _____
Fax: _____	Fax: _____

The Utility shall notify in writing the identified Department representative(s) at least five (5) working days (Monday through Friday excluding any holidays), in advance of commencing Work on state-owned highway right of way.

- 2. Prior to beginning the Work, a pre-construction conference shall be held at which the Department, Utility's engineer, contractor, and inspector (as applicable) shall be present. The Utility shall give a minimum 5 working days (Monday through Friday excluding any holidays) notice to the Department's representative(s) (prior to the pre-construction conference)
- 3. Work within the state-owned highway right of way shall be restricted to _____. No Work shall be allowed on Saturday, Sunday, or holidays, without prior approval by the Department. In addition, the Utility shall be off the highway by noon the day prior to a holiday unless authorized by the Department. If a holiday falls on a Saturday, the preceding Friday is counted as the holiday, and the Utility shall be off the highway by noon Thursday. When the Holiday falls on a Monday the Utility shall be off the right of way at noon on the preceding Friday. Nothing in this section shall limit the authority of the Department to further restrict work within state-owned highway right of way at the Department's discretion. The hours of closure are subject to change if required by the Department.
- 4. During non-working hours equipment and materials shall not be located or stored within the work zone clear zone (WZCZ) area. Minimum WZCZ distances will be measured from the edge of the traveled way (the portion of the roadway intended for the movement of vehicles, exclusive of shoulders and lanes for parking, turning, and storage for turning) and will be determined as follows:

Minimum Work Zone Clear Zone Distance

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

5. In the event that during the course of this project an inadvertent discovery of historical/archeological objects, human remains, or a bone/bones of uncertain origin is made, the Utility shall immediately cease operations and contact the Department Representative in section 1 and the Department Archaeologist:

Name: Roger Kiers

Phone: 360-570-6638

E-mail: kiersro@wsdot.wa.gov

Determination of necessary follow-up actions or the ability to continue work shall be at the sole discretion of the Department."

6. The Utility agrees that, in the event any construction and/or maintenance of the highway facility becomes necessary within the proximity of the utility installation, it is expressly understood that, upon request from the Department's representative, the Utility will promptly identify and locate by suitable field markings any and all of its underground facilities so that the Department or its contractor can be fully apprised at all times of their precise locations.

7. Construction of this facility will not be permitted from the shoulders or through the traffic lanes and/or ramps of SR _____. All construction access will be from _____.

BOND AND INSURANCE COVERAGE

8. The Utility has provided bond coverage for the Work under this Permit or Franchise by furnishing a blanket surety bond held by the Department at the WSDOT Headquarters Utilities Unit in Olympia, WA.
9. The Utility or its contractor shall provide a surety bond to the Department in the amount of \$ _____, written by a surety company authorized to do business in the State of Washington, or shall set up a Department-approved escrow account prior to the start of construction to cover the Work under this Permit or Franchise. The surety bond or escrow account shall remain in force for a period of one (1) year after the written notice of completion of the Work (as provided in general provision 11), except that when the Work impacts the paved highway (open cuts, bores or damage to the highway surface), the Utility shall be required to maintain the surety bond or escrow account for a period of two (2) years after the notice of completion.
10. When the Utility chooses to perform the Work with other than its own forces and requires its contractor to provide a surety bond to the Department before performing any Work to ensure compliance with all of the terms and conditions of this Permit or Franchise, the bond shall be in the amount of \$ _____, written by a surety company authorized to do business in the State of Washington and shall remain in force until all Work under this Permit or Franchise has been completed, and the Utility's contractor has restored any affected Department property and right of way to the satisfaction of the Department.
11. The Utility shall provide proof of insurance coverage prior to performing any Work within state-owned highway right of way, as follows:
- (a) Commercial General Liability covering the risks of bodily injury (including death), property damage, and personal injury, including coverage for contractual liability, with a limit of not less than \$3 million per occurrence and in the aggregate;
 - (b) Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident;
 - (c) Employers Liability covering the risks of Utility's employees' bodily injury by accident or disease, with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease.

Such insurance policies or related certificates of insurance shall name the Washington State Department of Transportation as an additional insured on all general liability, automobile liability, employers' liability, and excess policies. A forty-five (45) calendar day written notice shall be given to the Department prior to termination of or any material change to the policy(ies) as such relate(s) to this Permit or Franchise.

12. If the Utility is a city or county, it has provided verification of insurance coverage to the Department by providing proof of its coverage through a Risk Pool or verification that the city or county is self-insured, to comply with the insurance terms and conditions of this Permit or Franchise.

UNDERGROUND FACILITIES

13. The Utility shall completely remove all Deactivated Facilities (as defined in Washington State Department of Transportation *Utilities Manual* M 22-87).
14. Deactivated facilities left within the state owned right of way shall remain owned by the Utility, who shall continue to bear all responsibility for any future costs incurred for removal of the Deactivated facilities if required by the Department in its sole discretion.
15. For underground facilities, markers shall be placed at both ends of a crossing, and at all changes in offset distance from right of way line or centerline of the highway and placed approximately every 500 feet for longitudinal installations. Marker information as a minimum shall include owner name, pipeline or cable identification and station, and telephone number or other means to contact a local office. Markers must be in compliance with the Departments *Standard Specifications for Road, Bridge, and Municipal Construction Manual* M 41-10, Division 9 (9-17 Flexible Guideposts), not create a safety hazard, and all markers shall be placed and maintained so as to minimize interference with Department maintenance operations. It is the Utility's responsibility to maintain its markers. Maintenance of markers includes but is not limited to update of Utility's name (if changed) or Utility's successors' or assigns' contact information, and replacement of damaged or missing markers.
16. All underground facilities shall include a component by which the utility can be located with conventional methods, provided that for all installations in trenches, the Utility shall install detector tape approximately 12 inches above the underground facility. The tape shall conform to the standards of the American Public Works Association Uniform Color Code.
17. Utility facilities or casings for facilities crossing under highways surfaced with oil, asphalt concrete pavement, or cement concrete pavement shall be by trenchless construction, using the appropriate equipment to jack, bore, or auger the facility through the highway prism with a minimum depth of 5 feet along any point from the top of facility to the lowest point of the finished highway grade, at a minimum of 3.5 feet depth from bottom of ditch/toe of slope to top of facility or casing.
18. If PVC or HDPE casings are utilized for crossings, they shall be greater than Schedule 80 or equivalent or as approved by the Department.
19. Casing requirements (WAC 468-34-210) for utilities are specified individually or in whole on the attached exhibits. Any variances to these casing requirements must be approved by the Department, in writing prior to installation.
20. Pipeline installation shall meet the provisions of chapter 480-93 WAC, Gas Companies- Safety, and amendments thereto.
21. Open trenching (cutting a trench for direct placement of a utility that does not include cutting an existing paved highway surface) will only be allowed at the locations identified on the plan sheets and/or listed on Exhibit(s) _____, with restoration to be performed as noted on the attached "Open Trench Detail," Exhibit _____.

- 22. Open cuts (cutting a trench for direct placement of a utility that does include cutting the existing paved highway surface) of the highway are a variance to Department policy, requiring justification (Open Cut Variance Request) and approval by the Department prior to the Work beginning. Open cuts are only allowed at approved locations identified on the plan sheets and/or listed on Exhibit(s) _____, with restoration to be performed as noted on the attached "Open Cut Detail," Exhibit _____.
- 23. If determined necessary by the Department representative, any or all of the excavated material shall be removed and replaced with suitable material as specified by the Department. It is the Utility's responsibility to obtain any necessary permits or comply with applicable requirements to haul or dispose of any excavated material.
- 24. If determined by the Washington State Department of Labor and Industries and/or the Department representative that extra Shoring (beyond that specified in Section 7-08.3(1)B of the Department's Standard Specifications for Road, Bridge, and Municipal Construction) is necessary for the safety of the workers or the protection of the highway pavement, the trenching or excavation work shall be stopped and no Work in the trench or excavation area will be allowed until satisfactory modifications are made.
- 25. All trenches, boring or jacking pits, etc., shall be backfilled as soon as possible. If left open during nonworking hours, they shall be protected to the satisfaction of the Department. Methods of protection shall be submitted a minimum of ~~fourteen~~ (14) calendar days in advance for approval by the Department prior to use.

AERIAL/ABOVEGROUND FACILITIES

- 26. All facilities on joint use poles shall be relocated at the time the pole owner either moves or removes its poles. (The pole owner is the Permit or Franchise holder under which the poles were installed and is responsible for ensuring the removal of the pole.)
- 27. Neutral conductors associated with circuits of 0 to 22 Kilovolts, where the neutral is considered to be 0-750 Volts, shall have a minimum clearance of 24 feet Vertical Clearance as indicated in WAC 468-34-290, 20 feet provided the facility is grounded at each pole at each end of the crossing.

The Utility agrees to underground the aboveground facilities covered by this Franchise in Scenic Classes "A" and "B," as defined on the attached Exhibit(s) _____, either at the time of major construction of the facility, for that portion of facility to be reconstructed, or prior to expiration of this Franchise.
- 28. The Utility agrees to underground the aboveground facilities covered by this Franchise in Scenic Classes "A," "AX," "B," and/or "BX," as defined on the attached Exhibit(s) _____, at the time the pole owner undergrounds its facility. The existing aboveground facility may remain or be relocated as aboveground in Scenic Classes "AX" or "BX," if acceptable to the Department.
- 29. The Utility agrees to underground or relocate the existing aboveground facilities covered by this Franchise in Scenic Classes "A," "AX," "B," and/or "BX," as defined on the attached Exhibit(s) _____, to a location acceptable to the Department either at the time of reconstruction, for the portion of line to be reconstructed, or prior to the expiration of this Franchise. The existing aboveground facility may remain or be relocated as aboveground in Scenic Classes "AX" or "BX," if acceptable to the Department.

MAINTENANCE

- 31. No routine maintenance of the facility authorized by this Permit or Franchise will be allowed within the limited access area.
- 32. Maintenance access of this facility will not be permitted from the shoulders, thru-traffic lanes, and/or ramps of _____, and all service to this facility will be accessed from _____.
- 33. The Utility will notify the Department representative(s), listed in Special Provision 1, ~~three~~ (3) working days (Monday through Friday excluding any holidays) prior to any scheduled maintenance work to be performed in the state-owned highway right of way.

**Special Provisions for
Permits and Franchises
(continued)**

Utility Franchise 30317C – Amendment No. 28

34. During construction and/or maintenance of this facility, the Utility shall comply with the traffic control plan attached and marked "Exhibit D". Any deviation from this traffic control plan will require approval by the Department's representative prior to construction or maintenance operations.
- The Utility must contact Tacoma Maintenance, at (253) 983-7550 and the Olympic Region Utility Inspection Engineer at (360) 570-6749 a minimum of one week prior to any lane closure operations. The Utility must contact Olympic Radio at (253) 538-3300 a minimum of one hour prior to any lane closure operations and immediately after the lanes are reopened to traffic.
35. Work within the state-owned highway right of way shall be restricted to between the hours of 8:00AM to 4:30 PM for Shoulder Closures, and 11:00PM to 4:00AM for lane closures Monday through Thursday. No Work shall be allowed on Saturday, Sunday, or Holidays. Nothing in this section shall limit the authority of the Department to further restrict work within state-owned highway right of way at the Department's discretion. The hours of closure are subject to change if unanticipated circumstances occur.
36. A method of boring shall be utilized with the capability of monitoring and controlling the alignment and grade of the installation.
37. Potholing will be allowed only at locations approved by the Department representative. The method of potholing and restoration shall be as directed by the Department representative.
38. Markers referenced in Special Provision # 15 shall conform to the colors shown in Section 6-01.10 of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, current edition.
39. The Department will require a Certified Traffic Control Supervisor be on the project at all times. The requirements of the Traffic Control Supervisor shall conform to Section 1-10.2(1) and Section 1-10.2(1)B of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction. The Traffic Control Supervisor shall be certified by one of the following:
- The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035
- Evergreen Safety Council
401 Pontius Ave. N.
Seattle, WA 98109
1-800-521-0778 or (206) 382-4090
- The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022
Training Dept. Toll Free (877) 642-4637 or Phone: (540) 368-1701
40. Re-vegetation of Disturbed Areas:
The Utility shall limit site disturbance to the minimum necessary to install the utility. Vegetation removed, destroyed, or damaged as a result of the Utilities operations, shall be replaced in accordance with the following:
- All areas disturbed by construction activities shall be covered with a 3-inch layer of Compost Type 1 as described in Compost Blanket, Section 8-01.3(4) and 9-14.4(8) in the Standard Specifications. Areas that were previously maintained as mowed erosion grass and areas determined by the Department representative shall be composted, seeded, fertilized, and mulched. Seeding, fertilizing, and mulching shall be as specified in Special Provision # 42. Application dates shall be as specified in Section 8-02.3(15) F.
- Areas determined by the Department representative will require additional planting. The types of plant species and density of the planting will be determined prior to final restoration.
41. Seeding, fertilizing, and mulching will be required for all areas where the ground is disturbed due to the utility installation. The Department's representative will have the final determination on which areas will require the seeding, fertilizing, and mulching mitigation. The seeding, fertilizing, and mulching operation shall meet the

**Special Provisions for
Permits and Franchises
(continued)**

Utility Franchise 30317C – Amendment No. 28

requirements of Division 8 of the Washington State Department of Transportation, Standard Specifications for Road, Bridge, and Municipal Construction and the following supplements.

Seed

Section 9-14.2 is supplemented with the following:

Grass seed, of the following composition, proportion, and quantity shall be applied at a rate of 80 pounds per acre on all areas requiring roadside seeding within the project.

<u>Kind and Variety of Seed in Mixture</u>	<u>% By Weight</u>	<u>Minimum % Pure Seed</u>	<u>Minimum % Germination</u>
Red Fescue	40	39.2	90
Perennial Rye	40	39.2	90
Colonial Bentgrass	10	9.8	85
White Dutch Clover, pre-inoculated	10	9.8	90
	Weed Seed	0.5	
	Inert / Other	1.5	

Fertilizer

Section 9-14.3 is supplemented with the following:

Sufficient quantities of fertilizer shall be applied to supply the following amounts of nutrients

Total Nitrogen as N - 135 pounds per acre.

Available Phosphoric Acid as P₂O₅ - 60 pounds per acre.

Soluble Potash as K₂O - 60 pounds per acre.

Ninety pounds of nitrogen applied per acre shall be derived from isobutylidene diurea (IBDU), cyclo-di-urea (CDU), or sulphur coated urea (SCU). The remainder may be derived from any source.

The fertilizer formulation and application rate shall be approved by the Department's Representative before use.

Mulching and Amendments

Section 9-14.4 is supplemented with the following:

Wood cellulose fiber mulch shall be applied at a rate of 2000 pounds per acre.

At locations determined by the Department's representative seeding by hand may be allowed. If hand seeding is allowed, the grass seed shall be a commercially prepared mix, made up of a low growing species which will grow without irrigation at the project location. The application rate shall be two pounds per 1000 square feet. The source and brand of the grass seed shall be verified through the Region Landscape Office. The Region contact is Ed Winkley at 360-570-6674.

- 42. It is the responsibility of the Utility to secure any rights, easements, or permission required for the installation and maintenance of facilities on private property within the limits of this permit.
- 43. The Department reserves the right to suspend all work on this project at any time. Upon suspension the Utility shall remove all construction equipment from state right of way. Suspension shall remain in effect until the Utility receives written approval to resume work from the Department.

During the period between November 1st and March 31st, construction requiring clearing and grubbing or excavation shall be suspended unless approved by the Department's representative.

Suspension of work by the Department shall not relieve the Utility of liability. The Utility shall install and maintain all erosion control measures required by Federal, State, and County agencies for the term of suspension, at the sole expense of the Utility.

**Special Provisions for
Permits and Franchises
(continued)**

Utility Franchise 30317C – Amendment No. 28

44. Per RCW 19.122, the Utility must call 811 at least two business days prior to digging in the State highway right of way to locate existing underground utilities. The Utility shall also contact the WSDOT Olympic Region Signal Superintendent, Jim Newman, to obtain the locations of all WSDOT owned utilities within the project limits a minimum of two business days prior to commencing any excavations. To request utility locates, call 360-357-2616 during normal business hours (7:30AM to 4:00PM) or 360-704-3228 (available 7 days per week by voicemail).
45. The Utility shall make submittal of the following items. The review, comment, and approval/acceptance period of the following items may take up to 30 days. Revisions returned to the Utility for additional information will reset the 30 day review, comment and approval/acceptance period.

Temporary Water Pollution/Erosion Control Plan (TESC)

Spill Prevention, Control, and Containment Plan (SPCC)

Shoring Plans (If Applicable)

Pit Protection Plans (If Applicable)

Dewatering Plan (If Applicable)

46. Prior to and during construction, the Utility shall submit weekly working schedules showing workdays, non-workdays, and construction activities. Schedules shall be submitted three working days prior to the week reflected on the schedule. Schedules shall be submitted to both the Department representative (listed in Special Provision Number 1) and the following Area Maintenance personnel. When the construction is to last more than ten consecutive days, the Utility shall also submit and receive written approval of a work schedule showing the entire project prior to beginning work. Deviations from the approved project schedule shall be submitted in writing to the Region Utility Inspection Engineer for approval.

Ryan Stafford or Kyle Aslakson - Area 1 Maintenance

11211 41st Avenue SW

Tacoma, WA 98499-4694

Phone: (253) 983-7550

Fax: (253) 983-7565

Email: Ryan Stafford - StaffoR@wsdot.wa.gov or Kyle Aslakson - AslaksK@wsdot.wa.gov

47. Prior to construction, the Utility shall submit and maintain an updated contact list for the Utility and Utility's contractor name, role, and phone numbers. Contact list shall be submitted five working days prior to start of work to both the Department representative (listed in Special Provision Number 1) and the Area Maintenance personnel (listed in Special Provision Number 46).

48. In General Provision No. 7, the Department representative is replaced with Olympic Region R/W and Survey Manager, contact information below.

Bradley M. Berry, P.L.S.

Olympic Region R/W and Survey manager

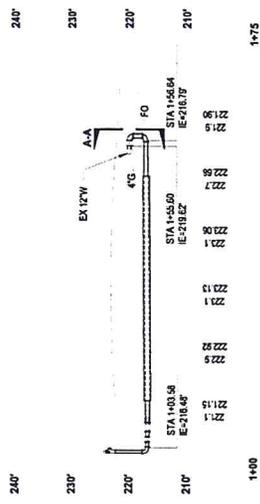
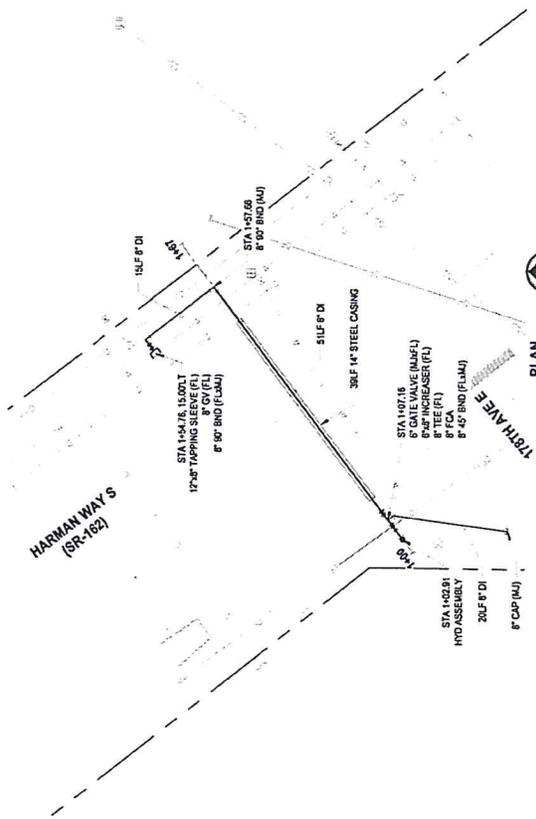
(360) 357-2754

BerryB@wsdot.wa.gov

HORIZONTAL DATUM:
 HORIZONTAL DATUM FOR THIS SURVEY IS NAD 1983 (11) BASED ON PUBLISHED INFORMATION FROM WGS SURVEY DATA WAREHOUSE. POINT DESIGNATION 368. PROJECTION IS WASHINGTON STATE PLANE SOUTH ZONE, U.S. SURVEY FEET.

VERTICAL DATUM:
 VERTICAL DATUM IS NAVD83 BASED ON WSRV AND VERIFICATION SHOTS TO POINTS 368. INFORMATION FROM THIS SURVEY DATA WAREHOUSE. POINT DESIGNATION 368.

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
9010	64367.22	1218648.19	222.63	SET NAIL
20001	643102.50	1218667.56	225.11	SET NAIL
20002	643334.04	1218698.33	228.89	SET NAIL



PROFILE
 HORIZ: 1"=10'
 VERT: 1"=10'

SECTION 'A-A'
 SCALE: 1"=6"



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 EXHIBIT "C" Page
 1 of 1



PARAMETRIX
 1700 17TH AVENUE EAST
 SEATTLE, WASHINGTON 98148
 206.461.1000
 WWW.PARAMETRIX.COM

DATE: 12/15/2018
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

PROJECT NAME: 178TH AVENUE EAST UTILITY CROSSING
 LOCATION: ORTING, WASHINGTON

90% REVIEW SUBMITTAL
 NOT FOR CONSTRUCTION

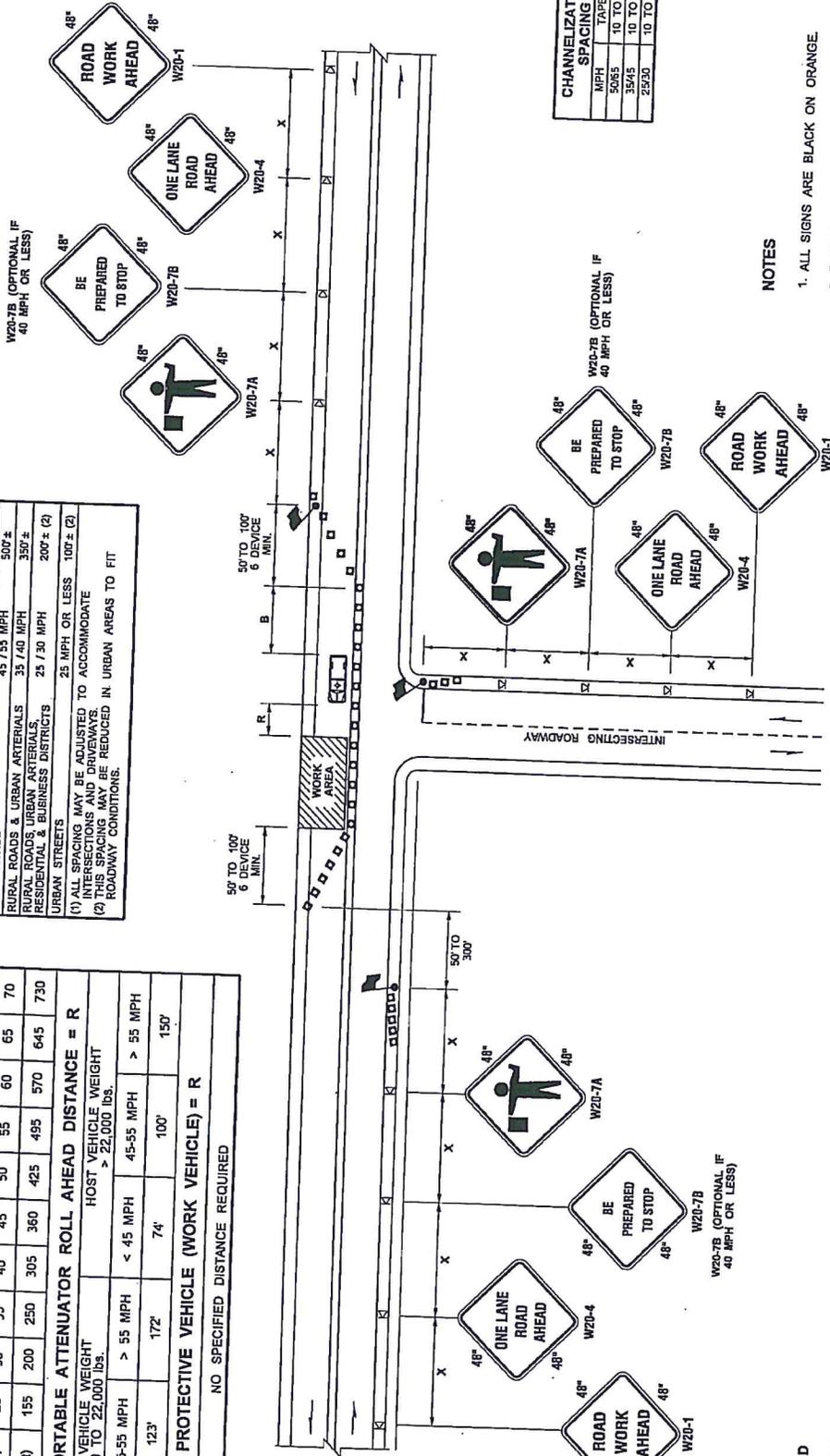
PLAN AND PROFILE
 SHEET NO. C1

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
TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R	
HOST VEHICLE WEIGHT	> 55 MPH > 55 MPH > 55 MPH
5,300 TO 22,000 lbs.	172' 74' 100'
< 45 MPH	123' 150'
PROTECTIVE VEHICLE (WORK VEHICLE) = R	
NO SPECIFIED DISTANCE REQUIRED	

SIGN SPACING = X (1)	
RURAL HIGHWAYS	60 / 65 MPH 800'±
RURAL ROADS	45 / 55 MPH 500'±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH 350'±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH 200'± (2)
URBAN STREETS	25 MPH OR LESS 100'± (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS
 (2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.



CHANNELIZATION DEVICE SPACING (FEET)	
MPH	TAPER TANGENT
5065	10 TO 20 80
3545	10 TO 20 60
2530	10 TO 20 40

NOTES

1. ALL SIGNS ARE BLACK ON ORANGE.
2. EXTENDING THE CHANNELIZING DEVICE TAPER ACROSS SHOULDER IS RECOMMENDED.
3. NIGHT WORK REQUIRES ADDITIONAL ROADWAY LIGHTING AT FLAGGING STATIONS. SEE THE STANDARD SPECIFICATIONS FOR ADDITIONAL DETAILS.
4. SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.

ONE-LANE, TWO-WAY TRAFFIC CONTROL WITH FLAGGERS

NOT TO SCALE

- LEGEND**
- FLAGGING STATION
 - TEMPORARY SIGN LOCATION
 - CHANNELIZING DEVICES
 - PROTECTIVE VEHICLE

OLYMPIC REGION UTILITIES OFFICE
 5720 Capitol Blvd
 Tumwater, WA 98501

TRAFFIC CONTROL PLAN TC1

Washington State Department of Transportation

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 Amend. 2
 EXHIBIT "D"
 Page 1 of 2

SHOULDER WIDTH (feet)	MINIMUM SHOULDER TAPER LENGTH = L/3 (feet)									
	Posted Speed (mph)									
8'	25	30	35	40	45	50	55	60	65	70
10'	-	-	-	-	120	130	150	160	170	190
	-	-	-	-	150	170	190	200	220	240

USE A MINIMUM 3 DEVICES TAPER FOR SHOULDER LESS THAN 8'.

SIGN SPACING = X (1)	
FREEWAYS & EXPRESSWAYS	55 / 70 MPH 1500' ±
RURAL HIGHWAYS	60 / 65 MPH 800' ±
RURAL ROADS	45 / 55 MPH 500' ±

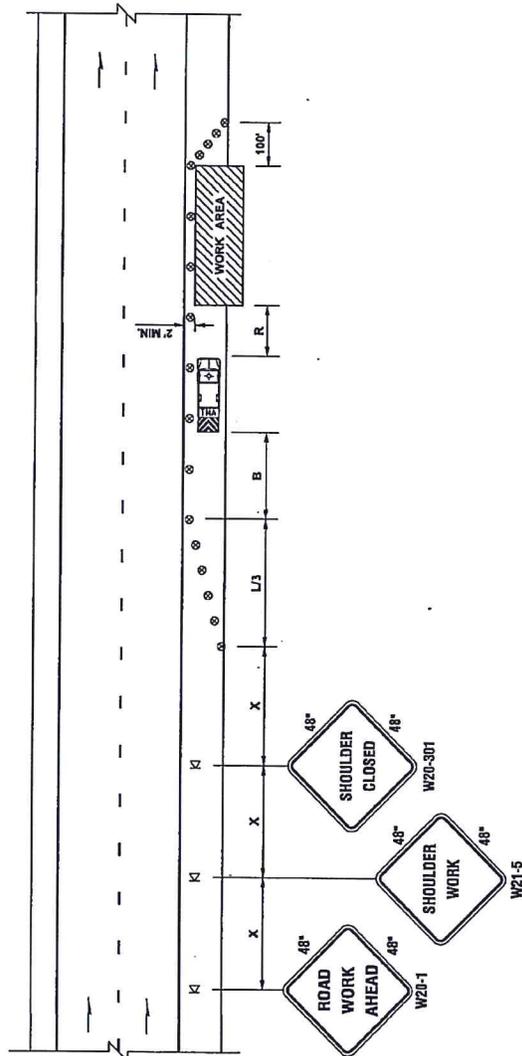
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMPS, AT-GRADE INTERSECTIONS AND DRIVERWAYS.

CHANNELIZATION DEVICE		
MPH	TAPER	TANGENT
50/70	40	60
35/45	30	60

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

TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R

HOST VEHICLE WEIGHT		HOST VEHICLE WEIGHT	
9,500 TO 22,000 lbs.		> 22,000 lbs.	
< 45 MPH	45-55 MPH	> 55 MPH	> 55 MPH
100'	123'	172'	74'
			100'
			150'



SHOULDER CLOSURE - HIGH SPEED

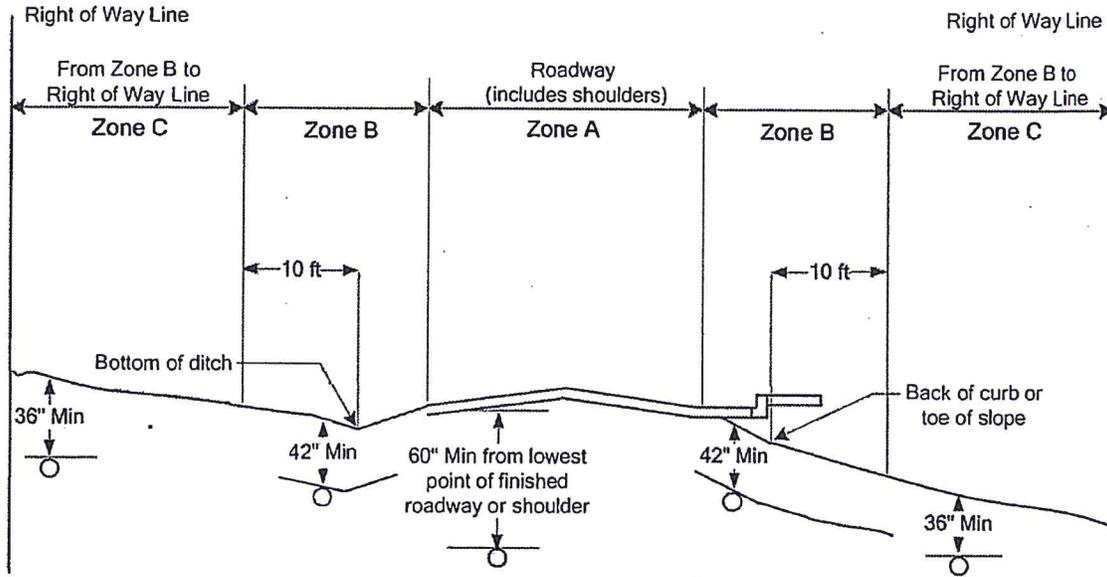
NOT TO SCALE

NOTES

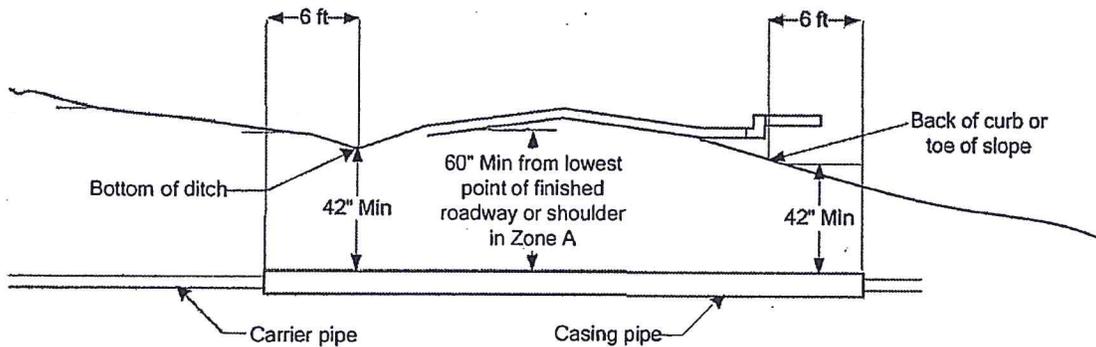
1. NO ENCROACHMENT IN TRAVELED LANE IF ENCROACHMENT IS NECESSARY, LANE SHALL BE CLOSED.
2. DEVICE SPACING FOR THE DOWNSTREAM TAPER SHALL BE 20' (FT)O.C.
3. ALL SIGNS ARE BLACK ON ORANGE.

LEGEND

- KI TEMPORARY SIGN LOCATION
- ⊙ TRAFFIC SAFETY DRUM
- ⊞ TRANSPORTABLE ATTENUATOR



Longitudinal Coverage Detail



Note:
Casing pipes shall extend a minimum of 6 feet beyond the toe of fill slopes, or bottom of ditch line, or outside curb.

Crossing Coverage Detail

Minimum Cover for Pipe Installation
Figure 120-3

Franchise 6614
Amend. 2
EXHIBIT "E"
Page 1 of 1

**NOTIFICATION OF MAINTENANCE OPERATIONS
 WITHIN STATE RIGHT OF WAY
 Olympic Region- Jefferson, Clallam, Grays Harbor, Thurston,
 Mason, Pierce and Kitsap Counties
 Written Confirmation of Compliance**

Email three (3) Working Days Prior to Start of Construction***

Email: OlympicRegionUtilities@wsdot.wa.gov Office No. (360) 570-6743 * Main Desk No. (360) 357-2600

Date: _____

To: _____, OLYMPIC REGION UTILITIES
 (Name)

UTILITY CO: _____
 Contact: _____ Address: _____
 Phone: _____
 Fax: _____
 Field Contact: _____ Cell #: _____ Email #: _____

UTILITY'S CONTRACTOR: _____
 Contact: _____ Address: _____
 Phone: _____
 Fax: _____
 Field Contact: _____ Cell #: _____ Email #: _____

What: _____

When: _____

Where: SR _____ MP _____ to MP _____

Location: _____

Existing Permit/Franchise Number: _____ Expiration Date: _____

	Utility Rep: _____	Signature _____
		Date _____
	WSDOT Approval: _____	Signature _____
		Date _____

NORTH

R/W: _____
 EOP: _____
 C/L: _____
 EOP: _____
 R/W: _____

REMARKS/CROSS SECTION (INCLUDE DESCRIPTION OF TRAFFIC CONTROL NEEDED)

Franchise 6614
 Amend. 2
EXHIBIT "F" Page
 1 of 1

*** Work requiring lane restrictions, access break approval, or other unique situations may take more than 3 days for approval. Lane closure notices SHALL also be called into Olympic Radio at (253) 548-2420 immediately prior to and after closure each day.



BIDDER RESPONSIBILITY CHECKLIST

The following checklist is used in documenting that a bidder meets the mandatory Bidder Responsibility Criteria. Please print a copy of documentation from the appropriate website to be included with the submittal.

GENERAL INFORMATION

Project Name:	Project Number:
Bidder's Business Name:	Bid Submittal Deadline:

CONTRACTOR REGISTRATION

License Number:	Status:	Yes	No
	Active:	_____	_____
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:		

CONTRACTOR INFRACTION LIST

Is Bidder on Infraction List:	Yes	No
	_____	_____

CURRENT UBI NUMBER

UBI Number:	Account Closed:	Open	Closed
		_____	_____

INDUSTRIAL INSURANCE COVERAGE

Account Number:	Account Current:	Yes	No
		_____	_____

EMPLOYMENT SECURITY DEPARTMENT NUMBER

Employment Security Department Number:	

Please Provide a copy of your latest correspondence, containing your account number, with Employment Security Department. Please do not provide document containing personal information such as social security numbers.

STATE EXCISE TAX REGISTRATION NUMBER

Tax Registration Number:	Account Closed:	Open	Closed
		_____	_____

NOT DISQUALIFIED FROM BIDDING

Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries?	Yes	No
	_____	_____

INFORMATION SUPPLIED BY:

Print Name of Bidder Representative:	Date

VERIFIED BY:

Signature of District Employee	Date

CITY OF ORTING

Short Form Contract

110 Train St SE
Orting, WA 98360

lhinds@cityoforting.org
(360) 893-2219 x139

Contractor/Vendor Name: _____
Address: _____
Telephone: _____

Project No.: PW2019-04
Budget Item: _____ 401.594.34.63.30
Project Name: 178th Ave E Utility Crossing

AGREEMENT

This Agreement is made and entered into this ___ day of _____, 20___, by and between the City of Orting, hereinafter called "the City," and _____, hereinafter called "the Contractor."

The City and the Contractor hereby agree as follows:

1. SCOPE OF WORK.

The project will include a live tap and open cut trench from the City of Orting's existing water main, located on the east side of SR162 at the intersection with 178th Avenue E, to the west side of SR 162. An 8-inch waterline will be installed across the highway in a 14-inch steel casing. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall also comply with all requirements and conditions contained in the WSDOT Franchise Utility Permit (Exhibit B).

2. TIME OF COMPLETION.

The work shall be commenced following 15 days after Council approval and be completed in 20 working days.

3. CONTRACT SUM.

The City shall pay the Contractor for the performance of the work in the sum of \$ _____, plus applicable Washington state sales tax.

4. PAYMENTS.

The City shall make payments according to the Contract at completion of the project.

5. ACCEPTANCE AND FINAL PAYMENT.

Final payment shall be due twenty (20) days after completion of the work, provided the Contract is fully performed and accepted.

CITY OF ORTING

Short Form Contract

110 Train St SE
Orting, WA 98360

lhinds@cityoforting.org
(360) 893-2219 x139

6. GENERAL CONDITIONS.

The City and the Contractor agree upon the following general conditions which shall govern:

A. Contract Documents.

The Contract includes this Agreement, and the Scope of Work exhibit attached hereto.

The intent of these documents is to include all labor, materials, appliances, and services of every kind necessary for the proper execution of work, and the terms and conditions of payment therefor.

The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

The Contractor agrees to verify all measurements set forth in the above documents and to report all differences in measurements before commencing to perform any work hereunder.

B. Materials, Appliances, and Employees.

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power, and other items necessary to complete the work.

Unless otherwise specified, all material shall be new, and both workmanship and materials shall be of good quality.

Contractor warrants that all workmen and subcontractors shall be skilled in their trades.

C. Surveys, Permits, and Regulations.

The City shall furnish all surveys unless otherwise specified. Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City unless otherwise specified. The Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify the City in writing if the drawings and specifications are at variance therewith.

D. Protection of Work, Property, and Persons.

The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damage or injury due to its act or neglect.

E. Access to Work.

The Contractor shall permit and facilitate observation of the work by the City, its agents and public authorities at all times.

CITY OF ORTING

Short Form Contract

110 Train St SE
Orting, WA 98360

lhinds@cityoforting.org
(360) 893-2219 x139

F. Changes in the Work.

The City may order changes in the work; the Contract sum being adjusted accordingly. All such orders and adjustments shall be in writing. Claims by the Contractor for extra cost must be in writing before executing the work involved.

G. Correction of Work.

The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the work, and shall remedy any defects due to faulty materials or workmanship which appear within a period of one (1) year from the date of completion of the Contract and final acceptance of the work by the City, unless the manufacturer of the equipment or materials has a warranty for a longer period of time, which warranties shall be assigned by the Contractor to the City. The provisions of this article apply to work done by subcontractors, as well as to work done by direct employees of the Contractor.

H. City's Right to Terminate Contract.

Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the Contract, the City, after seven (7) days' written notice to the Contractor, and its surety, if any, may without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. At the City's option, the City may terminate the Contract and take possession of all materials, tools, appliances, and finish work by such means as the City sees fit. If the unpaid balance of the Contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

I. Payments.

Payment is made pursuant to Section 4. However, payment may be withheld on account of defective work not remedied, liens filed, damage by the Contractor to others not adjusted, or failure to make payments properly to the subcontractors.

J. Contractor's Liability Insurance.

The Contractor shall provide insurance coverage at the Contractor's cost that shall be maintained in full force and effect during the term of this Contract, as follows:

The insurance required shall be issued by an insurance company(s) authorized to do business within the State of Washington, and shall name the City of Orting, its agents and employees, as additional insureds by endorsement under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. The City does not waive its right to subrogation against the Contractor, and the policy shall be so endorsed. Contractor shall instruct the insurers to give the City, at least 30 days advance notice of any insurance cancellation.

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The Contractor shall submit to the City, within 15 days of the Contract effective date, a Certificate of Insurance, which outlines the coverage and limits defined in the Insurance section. The Contractor shall submit renewal certificates as appropriate during the term of the Contract.

The Contractor shall obtain, at the Contractor's cost and maintain in full force and effect during the term of the Contract, insurance to meet the following minimum amounts from an insurance carrier licensed to conduct business in the State of Washington. All carriers (except Workers compensation) shall have a minimum A.M. Best rating of 'A' VII or better.

SUBCONTRACTORS:

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

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

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

1. **Automobile Liability** insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) Form Ca 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide Contractual liability coverage.
2. **Commercial General Liability** insurance shall be written on ISO occurrence, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured Contract. The Commercial General Liability insurance shall be endorsed to insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. **Workers Compensation** coverage as required by the Industrial Insurance laws of the State of Washington, with a minimum of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.

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Minimum Amounts of Insurance.

Contractor shall maintain the following insurance limits:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. **Commercial General Liability** insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 per project aggregate, and a \$2,000,000 products completed operations aggregate limit.
3. **Industrial Insurance Coverage:** The coverage shall provide or purchase industrial insurance coverage prior to performing work under this Contract. The City will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any subcontractor or employee of the Contractor which might arise under the industrial insurance laws during the performance of duties and services under this Contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this Contract, those payments shall be made by the Contractor; the Contractor shall indemnify the City of Orting and guarantee payment of such amounts.

Other Insurance Provisions.

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

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

Contractor's Insurance for Other Losses.

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

K. Performance Bond.

The Contractor shall furnish to the City prior to start of construction a performance bond in an amount of one hundred percent (100%) of the Contract in a form acceptable to the City. In lieu of bond for contracts less than \$25,000, the City may, at the Contractor's option, hold five percent (5%) of the Contract amount as retainage for a period of thirty (30) days after final acceptance or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens, whichever is later.

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L. Liens.

The final payment shall not be due until the Contractor has delivered to the City a complete release of all liens arising out of this Contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the City indemnifying the City against any lien.

M. Separate Contracts.

The City has the right to let other contracts in connection with the work, and the Contractor shall properly cooperate with any such other contracts.

N. Attorneys' Fees and Costs.

In the event of legal action hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

O. Cleaning Up.

The Contractor shall keep the premises free from accumulation of waste material and rubbish, and at the completion of the work, shall remove from the premises all rubbish, implements, and surplus materials and leave the building broom-clean and private properties clear.

P. Indemnification. The Contractor shall protect, indemnify, and save the City harmless from and against any damage, cost, or liability including reasonable attorney fees, for injuries to person or property arising from acts or omissions of the Contractor, his employees, agents, or subcontractors, howsoever caused. The Contractor will be responsible for any damages sustained by his employees to City equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to the City.

Independent Status of Contractor: The parties to this Contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for

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the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Q. Prevailing Wages.

The Contractor shall pay all laborers, workmen, and mechanics the prevailing wage and shall file the required "Statement of Intent to Pay Prevailing Wages" in conformance with RCW 39.12.040.

R. Discrimination Prohibited.

The Contractor shall comply with all Equal Employment Opportunity regulations and shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor on the basis of race, color, religion, creed, sex, age, national origin, marital status, or the presence of any sensory, mental, or physical handicap.

S. Washington State Department of Transportation (Department) Right-of-Way

GENERAL PROVISIONS:

1. The Contractor agrees to schedule and perform its work in such a manner as not to delay the Department's contractor's work when the department has a contractor performing work in the vicinity of the Contractor's work.
2. All contact between the Department and the Contractor shall be through the City's representative.
3. The Contractor shall contact the Department two (2) weeks prior to conducting work, to determine the location of survey control monuments within the area in which the Contractor will be working. In the event any monument or right-of-way marker will be altered, damaged, or destroyed by the Contractor, the Department, prior to the Contractor's work, will reference or reset the monument or right-of-way marker. During the work, upon discovery of a monument or right-of-way marker, the Contractor shall cease work in the area and immediately notify the Department of the discovery. The Department will coordinate with the City to ensure that the monument or right-of-way marker is recorded or replaced.
4. In the event any milepost, fence, or guardrail is located within the limits of the Contractor's work and will be disturbed during the Contractor's work, the Contractor agrees to safely remove these highway facilities prior to Contractor's work and reset or replace these highway facilities after the Contractor's work, to the Department's sole satisfaction and at the sole cost of the City. The Contractor agrees that all highway signs and traffic control devices shall not be removed or disturbed during the Contractor's work.
5. The Contractor shall comply with the *Manual on Uniform Traffic Control Devices for Streets and Highways* (Federal Highway Administration) and the State of Washington modifications thereto (Chapter 468-95 WAC) while it performs the work. If the Department requires, the Contractor shall submit a signing and traffic control plan to the Department's representative for approval prior to construction or maintenance work. No

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lane closures shall be allowed except as approved by the Department's representative. Approvals may cause revision of Special Provisions of the City's Permit or Franchise, including hours of operation.

6. Should the Contractor fail or refuse to comply with the Department's direction to modify, remove, or relocate any City facility, the Department may undertake and perform any modification, removal, or relocation of the City facility that the Department, at its sole direction, deems necessary. The Contractor agrees to pay the Department's expended costs and expenses for performing the work.
7. The Contractor shall not excavate or place any obstacle within the state-owned highway right-of-way in such a manner as to interfere with the Department's construction, operation, and maintenance of the state-owned highway right-of-way or the public's travel thereon without first receiving the Department's written authorization.
8. Upon the completion of all work, the Contractor shall immediately remove all rubbish and debris from the state-owned highway right-of-way, leaving the state-owned highway right-of-way in a neat, presentable, and safe condition to the Department's satisfaction. Any work-related rubbish and debris cleanup, or any necessary slope treatment to restore and/or protect the state-owned right-of-way, not done within one (1) week of work completion, unless otherwise negotiated, will be done by the Department at the expense of the Contractor. The Contractor agrees to pay the Department's expended costs and expenses for performing the work in accordance with general provision 2.
9. The Contractor shall comply with the Department's Temporary Erosion and Sediment Control Manual (M 3103.01), and any revision thereto, for erosion control and/or to mitigate any erosion occurring as a result of the work. If the work performed under this Contract alters, modifies, changes, or interferes in any way with the drainage or the state-owned highway right-of-way, the Contractor shall, at its own expense, make all corrections and/or provisions the Department requires to fix and restore the state-owned right-of-way drainage to its original condition and function prior to the Contractor's work. Any flows from the City facilities shall not exceed the flows discharging to WSDOT drainage prior to the new work. Any flows discharged to state-owned highway right-of-way shall meet the requirements for quantity and water quality according to the current version Highway Runoff Manual (M 31-16). Should the Contractor not make the required drainage restoration, the Department reserves the right to make such changes as necessary to restore the original drainage function at the sole cost of the Contractor, and the Contractor agrees to pay the Department expended costs and expenses for performing the work.
10. The Contractor is not authorized any right to cut, spray, retard, remove, destroy, disfigure, or in any way modify the physical condition of any vegetative material located on the state-owned highway right-of-way. Should the Contractor anticipate that its work will alter the appearance of the state-owned highway right-of-way vegetation, the Contractor shall notify the Department representative listed in Applicable Provision 11 to obtain the Department's prior written approval of the Utility's proposed work. If the Department permits the Contractor to modify the state-owned highway right-of-way vegetation, it agrees that any vegetation cutting, and/or trimming activities shall be conducted in such a manner that the state-owned highway right-of-way vegetation appearance will not be damaged. Should the Contractor damage the appearance of the state-owned highway right-of-way vegetation without the Department's prior written

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approval, the utility is subject to penalties provided for in RCWs 47.40.070, 47.40.80, and 4.24.630 as applicable.

APPLICABLE PROVISIONS:

1. No work provided for herein shall be performed until the City is authorized by the following Washington State Department of Transportation (Department) Representative:

Name: Chris Ehresmann
Title: Utility Inspection Engineer
Street: 5720 Capitol Blvd. SE
City: Tumwater State: WA Zip: 98501-5201
Phone: 360-570-6749
Email: ehresmc@wsdot.wa.gov

The Contractor shall notify in writing to the identified City at least five (5) working days (Monday through Friday, excluding holidays), in advance of commencing work on state-owned highway right-of-way.

2. Prior to beginning the work, a pre-construction conference shall be held at which the Department, City Engineer, Contractor, and inspector (as applicable) shall be present. The City shall give a minimum of five (5) working days (Monday through Friday, excluding any holidays) notice to the Department's representative(s) (prior to the pre-construction conference).
3. Work within the state-owned highway right-of-way shall be restricted to daylight hours. No work shall be allowed on Saturday, Sunday, or holidays. In addition, the Contractor shall be off the highway by noon the day prior to a holiday unless authorized by the Department. If a holiday falls on a Saturday, the preceding Friday is counted as the holiday, as the Contractor shall be off the highway by noon Thursday. When the holiday falls on a Monday, the Contractor shall be off the right-of-way by noon on the preceding Friday. Nothing in this section shall limit the authority of the Department to further restrict work within the state-owned highway right-of-way at the Department's discretion. The hours of closure are subject to change if unanticipated circumstances occur.
4. During non-working hours, equipment and materials shall not be located or stored within the work zone clear zone (WZCZ) area. Minimum WZCZ distanced will be measured from the edge of the traveled way (the portion of the roadway intended for the movement of vehicles, exclusive of shoulders and lanes for parking, turning, and storage fir turning) and will be determined as follows:

Posted Speed	Distance from Traveled Way (ft)
35 mph or less	10
40 mph	15
45-55 mph	20
60 mph or greater	30

Minimum Work Zone Clear Zone Distance

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5. The Contractor agrees that, in the event any construction and/or maintenance of the highway facility becomes necessary within the proximity of the utility installation during the time the Contractor will be working within the highway right-of-way, it is expressly understood that, upon request from the Department's representative, the Contractor will promptly identify and locate, by suitable field markings, any and all of its underground facilities so that the Department or its Contractor can be fully apprised at all times of the precise locations of the facilities.
6. All vehicles and equipment that are not essential for the work shall not be parked on the shoulders or thru-traffic lanes and/or ramps of SR 162.

UNDERGROUND FACILITIES:

1. The Contractor shall completely remove all Deactivated Facilities as defined in the Washington State Department of Transportation Utilities Manual (M 22-87).
2. For underground facilities, the Contractor shall place markers at each right-of-way line at one end of a normal crossing, at both ends of an oblique crossing, and at all changes in offset distance from the right-of-way line or centerline of the highway and place every 500 feet for longitudinal installations. Marker information as a minimum shall include owner name, pipeline or cable identification and station, and telephone number or other means to contact a local office. Markers must meet an industry standard that will not create a safety hazard, and all markers shall be placed and maintained so as to minimize interference with Department maintenance operations.
3. On all underground facilities, the Contractor shall include a component by which the utility can be located with conventional methods. In addition, for all installations in trenches, the Contractor shall install detector tape approximately 12 inches above the underground facility. The tape shall conform to the standards of the American Public Works Association Uniform Color Code.
4. Utility facilities or casings for facilities crossing under highways surfaced with oil, asphalt concrete pavement, or cement concrete pavement shall be open cut trench construction, using the appropriate equipment to install the facility through the highway prism with a minimum depth of 5 feet along any point from the top of the facility to the lowest point of the finished highway grade, at a minimum of 3.5 feet depth from the bottom of ditch/toe of slope to top of facility or casing. Pavement restoration and trench construction shall follow WSDOT Open Cut Crossing Utility Trench Backfill Detail.
5. If PVC or HDPE casings are utilized for crossings, that shall be equivalent to or greater than Schedule 80.
6. The Contractor shall follow casing requirements (WAC 468-34-210). The Contractor shall justify, in writing, any variances to these requirements, and have the variances approved by the Department.
7. It is the Contractor's responsibility to obtain any necessary permits or comply with applicable requirements to haul or dispose of any excavated material.
8. If determined by the Washington State Department of Labor and Industries and/or the Department representative that extra Shoring (beyond that specified in Section 7-08.3(1)B of the Department's *Standard Specifications for Road, Bridge, and Municipal*

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Construction) is necessary for the safety of the workers or the protection of the highway pavement, the trenching or excavation work shall be stopped and no work in the trench or excavation area will be allowed until satisfactory modifications are made.

9. All trenches shall be backfilled as soon as possible. If left open during nonworking hours, trenches shall be protected to the satisfaction of the Department. Methods of protection shall be submitted a minimum of fourteen (14) calendar days in advance for approval by the Department prior to use.

MAINTENANCE:

1. The Contractor will notify the Department representative(s), listed in General Provision 11, three (3) working days (Monday through, Friday excluding any holidays) prior to any scheduled maintenance work to be performed in the state-owned highway right-of-way.

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

CONTRACTOR

CITY OF ORTING

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST/AUTHENTICATED:

_____, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:

CITY OF ORTING

Short Form Contract

110 Train St SE
Orting, WA 98360

lhinds@cityoforting.org
(360) 893-2219 x139

REQUEST FOR PROPOSAL

for

178th Avenue East Utility Crossing

Proposal Submittal Date, Time, and Location:

April 2, 2019; 10:00 a.m.

City of Orting

110 Train St Se

Orting, WA 98360

Email Questions or call to:

lhinds@cityoforting.org / (360) 893-2219 x139

Mail Proposals To:

City of Orting

PO Box 489

Orting, WA 98360

Hand Carry Proposals To:

City of Orting

110 Train St SE

Orting, WA 98360

Mark Envelope:

178th Ave E Utility Crossing

Attn: Laura Hinds

There will not be a formal bid opening. Contractors will be contacted within 5 days after bid due date with bid results.

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EXHIBIT A – Scope of Work **RFP # PW2019-04**

Initial the following:

1. ___ The project shall be accomplished as a Small Works Project and will be subject to meet the requirements of the Small Works Roster prior to quotation due date. Contractor shall provide proof of MRSC membership. Visit MRSC website at www.mrscrosters.org or contact MRSC Rosters at (206) 625-1300 for information.
2. ___ The project will include _____

Qualifications: Participants must have the following qualifications and submit evidence of such qualifications with their proposal (failure to submit data will be reason for rejection of proposal).

1. Submit a list of all staff employed or existing agreements with subcontractors.
2. The proposal response must include name, address, and telephone number of at least three client contacts for professional reference.

Requirements: The Public Works Supervisor or a designated representative, shall be the Contract administrator. This person will be the contact for all routine matters and scheduling. After award of the Contract, the Contractor will report to the Public Works Supervisor. Communications from the Contractor shall be routed through the Public Works Supervisor, unless noted otherwise.

1. Must submit a copy of City of Orting Business License.
2. Must submit Certificate of Insurance.
3. Must submit “Statement of Intent to Pay Prevailing Wages.”

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Exhibit B – WSDOT Franchise Utility Permit
RFP # PW2019-04

WSDOT Franchise Utility Permit is found on the following pages.

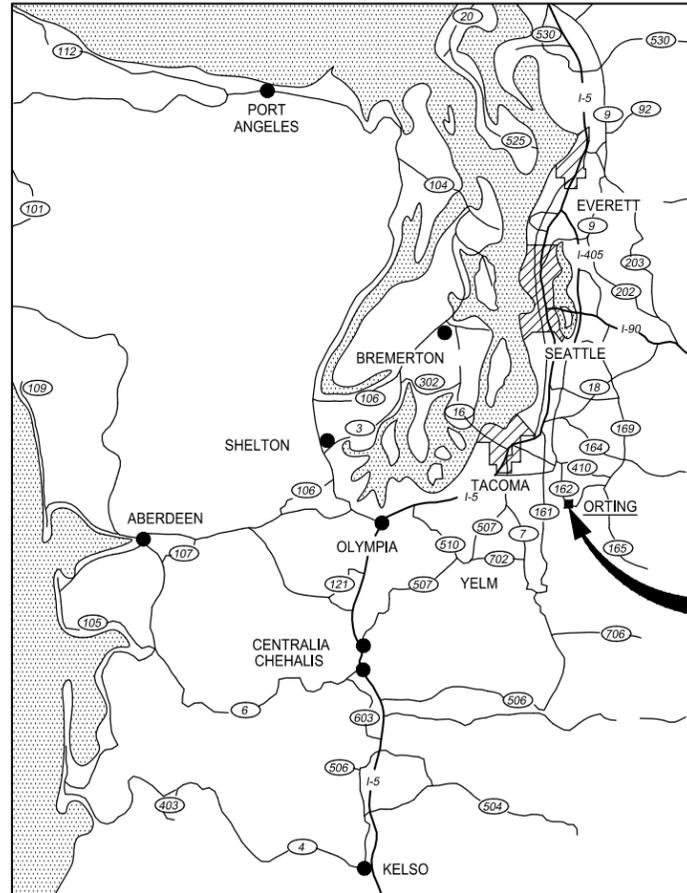
178TH AVENUE EAST UTILITY CROSSING

ORTING, WASHINGTON

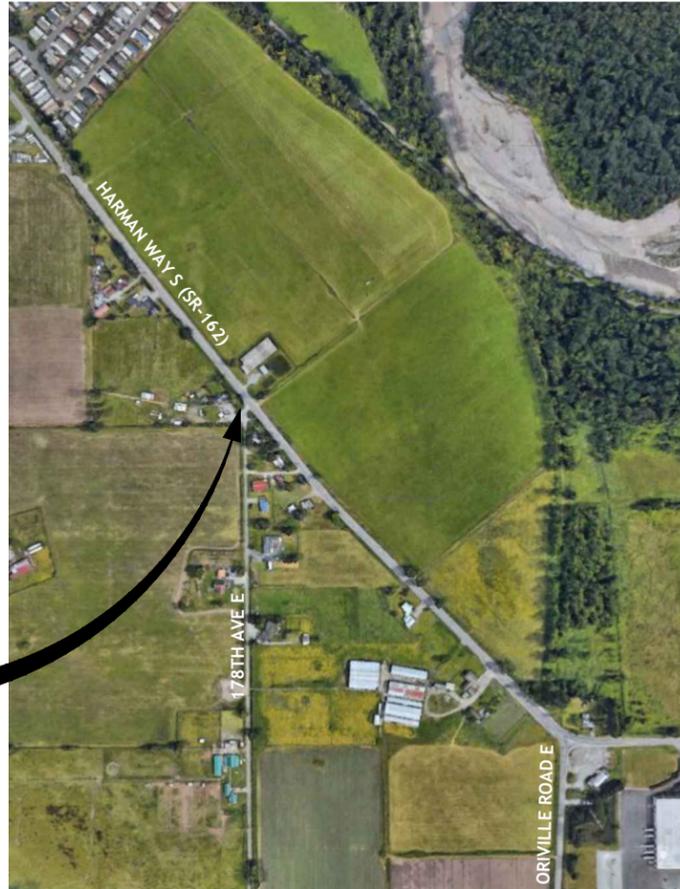
CITY OFFICIALS

MAYOR:	JOSHUA PENNER	COUNCIL:	TOD GUNTHER
CITY ADMINISTRATOR:	MARK BETHUNE		JOHN KELLY
BUILDING OFFICIAL:	TIM LINCOLN		MICHELLE GEHRING
PUBLIC WORKS DIRECTOR:	GREG REED		JOACHIM PESTINGER
			NICOLA McDONALD
			GREG HOGAN
			SCOTT DRENNEN

DRAWING INDEX		
DWG NO.	SHT NO.	SHEET TITLE
1	G1	LOCATION AND VICINITY MAPS, DRAWING INDEX, LEGEND, AND ABBREVIATIONS
2	C1	PLAN AND PROFILE
3	TC1	TRAFFIC CONTROL AND SIGNAGE PLAN
4	TC2	TRAFFIC CONTROL AND SIGNAGE PLAN
5	DT1	DETAILS



**PROJECT
LOCATION**



DESCRIPTION	EXISTING	PROPOSED
SET NAIL	✕	
SIGN	⊥	
DECIDUOUS TREE	⊙	
STORM MANHOLE	⊙	●
FIRE HYDRANT	⊙	⊙
WATER METER	⊙	⊙
WATER VALVE	⊙	⊙
POWER GUY ANCHOR	⊙	⊙
POWER POLE	⊙	⊙
POWER POLE WITH DROP LINE	⊙	⊙
POST / BOLLARD	⊙	⊙
ROCKERY	⊙	⊙
STORM DRAIN LINE	SD	
OVERHEAD POWER LINE	OP	
WATER LINE	W	
GAS LINE	G	
EDGE OF PAVEMENT	—	—
CHAINLINK FENCE	—	—
ASPHALT RESTORATION		■



Know what's below.
Call before you dig.

LAYOUT: G1 PATH: U:\PSO\Projects\Clients\1711-020-Orting\1711-020-Orting\1711-020-Orting.dwg DATE: Thursday, March 21, 2019 10:14:54 AM

3-21-19



**ONE INCH AT FULL SCALE.
IF NOT, SCALE ACCORDINGLY**

FILE NAME
PS1711020P0303-G1
JOB No.
215-1711-020 (03/03)
DATE
MARCH 2019

REVISIONS	DATE	BY	DESIGNED
			K. TAYLOR
			DRAWN K. TAYLOR
			CHECKED J. HUNGERFORD
			APPROVED J. HUNGERFORD

Parametrix
ENGINEERING · PLANNING · ENVIRONMENTAL SCIENCES

1019 39TH AVENUE SE, SUITE 100 | PUYALLUP, WA 98374
P 253.604.6600
WWW.PARAMETRIX.COM

PROJECT NAME
**178TH AVENUE EAST
UTILITY CROSSING**
ORTING, WASHINGTON

**VICINITY AND LOCATION MAPS,
DRAWING INDEX, LEGEND,
AND ABBREVIATIONS**

DRAWING NO.
1 OF 5
G1



W20-1
36"X36"
B/O

1



W20-4
36"X36"
B/O

2



W20-3
36"X36"
B/O

6



W20-7A
36"X36"
B/O

4

CONSTRUCTION NOTES:

- 1 LOCATE BUFFER VEHICLE AS SHOWN. MINIMUM VEHICLE WEIGHT 15,000 POUNDS.
- 2 FLAGGER STATION

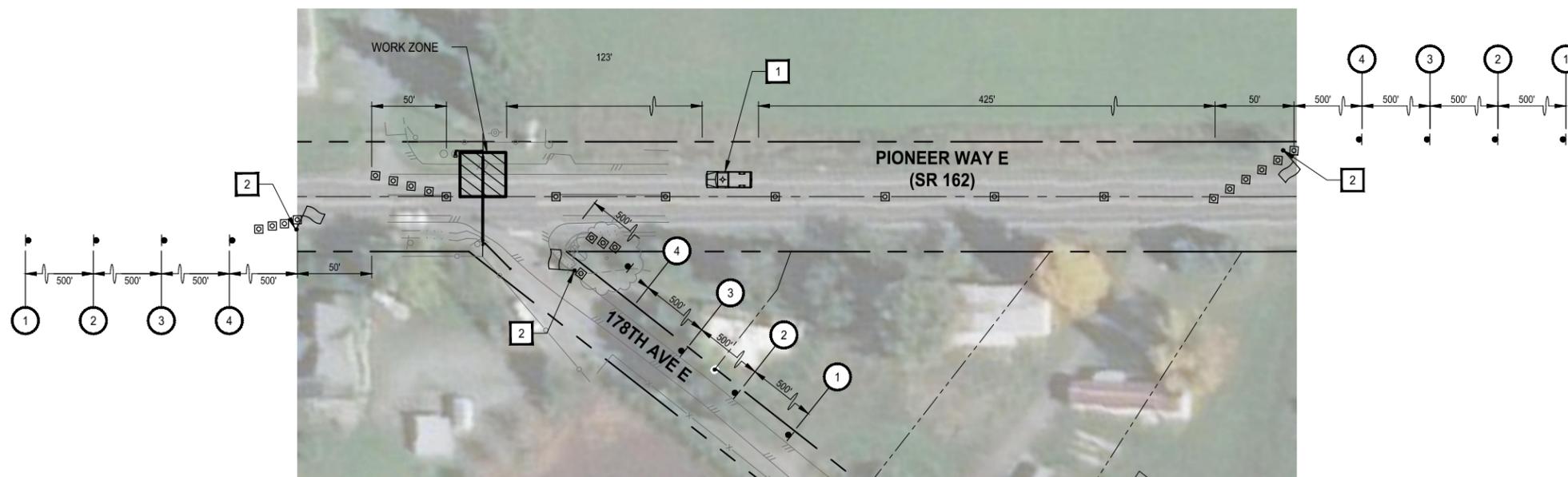
GENERAL NOTES:

- 1. SIGN SPACING SHOWN ON THE PLANS MAY BE ADJUSTED IN THE FIELD TO ACCOMMODATE INTERSECTIONS, DRIVEWAYS, VISIBILITY AND OTHER FEATURES.
- 2. CHANNELIZATION DEVICE SPACING: 10' TO 20' ON TAPER SECTIONS, 60' ON TANGENT SECTIONS.
- 3. ALL SIGNS NOT MOUNTED ON BARRICADES MAY BE MOUNTED ON TRIPODS IF CLEARLY VISIBLE TO TRAFFIC. OTHERWISE SIGNS SHALL BE MOUNTED ON 4"x4" WOOD POSTS.
- 4. ALL CHANNELIZATION DEVICES SHALL TUBULAR MARKERS OR BARRELS.
- 5. PLANS SHOW MINIMUM SIGNAGE TO DIRECT VEHICULAR TRAFFIC AROUND THE CONSTRUCTION AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISH AND INSTALLING ALL ADDITIONAL SIGNAGE AND OTHER DEVICES NECESSARY TO SAFELY DIRECT VEHICULAR AND PEDESTRIAN TRAFFIC THROUGH AND AROUND THE CONSTRUCTION AREAS AS NECESSARY TO ACCOMMODATE CONSTRUCTION ACTIVITIES.
- 6. CONTRACTOR TO ALLOW ACCESS TO ALL DRIVEWAYS FOR RESIDENTS DURING CONSTRUCTION.

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
TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R										
HOST VEHICLE WEIGHT 9,900 TO 22,000 LBS					HOST VEHICLE WEIGHT > 22,000 LBS					
< 45 MPH	45-55 MPH	> 55 MPH	< 45 MPH	45-55 MPH	> 55 MPH					
100'	123'	172'	74'	100'	150'					
PROTECTIVE VEHICLE (WORK VEHICLE) = R										
NO SPECIFIED DISTANCE REQUIRED										

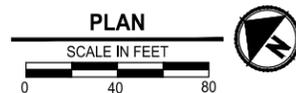
SIGN SPACING = X (1)		
RURAL HIGHWAYS	60/65 MPH	800±
RURAL ROADS	45/55 MPH	500±
RURAL ROADS & URBAN ARTERIALS	35/40 MPH	350±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25/30 MPH	200± (2)
URBAN STREETS	25 MPH OR LESS	100± (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS. (2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.



LEGEND:

- FLAGGER STATION
- TEMP TRAFFIC CONTROL SIGN
- TRAFFIC CONTROL DEVICE - CONE OR TUBULAR MARKER
- BUFFER VEHICLE
- SIGN IDENTIFICATION NOTE
- CONSTRUCTION NOTE



3-21-19



REVISIONS	DATE	BY	DESIGNED
			J. WRIGHT
			Y. MAHMOODI
			J. HUNGERFORD
			J. HUNGERFORD

ONE INCH AT FULL SCALE. IF NOT, SCALE ACCORDINGLY
FILE NAME PS1711020P0303-TC1-2
JOB No. 215-1711-020 (03/03)
DATE MARCH 2019

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PROJECT NAME 178TH AVENUE EAST UTILITY CROSSING ORTING, WASHINGTON

TRAFFIC CONTROL AND SIGNAGE PLAN

DRAWING NO. 3 OF 5 TC1

LAYOUT: TC1 PATH: L:\ISSO\Projects\Clients\1711-020 On-Cat\2014-2017\98563ca\CA001PH 0303-178thAve\DWGS\ PLOTTED BY: betzyah DATE: Thursday, March 21, 2019 10:17:55 AM



W20-1
36"X36"
B/O

1



W20-4
36"X36"
B/O

2



W20-3
36"X36"
B/O

6



W20-7A
36"X36"
B/O

4

CONSTRUCTION NOTES:

- 1 LOCATE BUFFER VEHICLE AS SHOWN. MINIMUM VEHICLE WEIGHT 15,000 POUNDS.
- 2 FLAGGER STATION

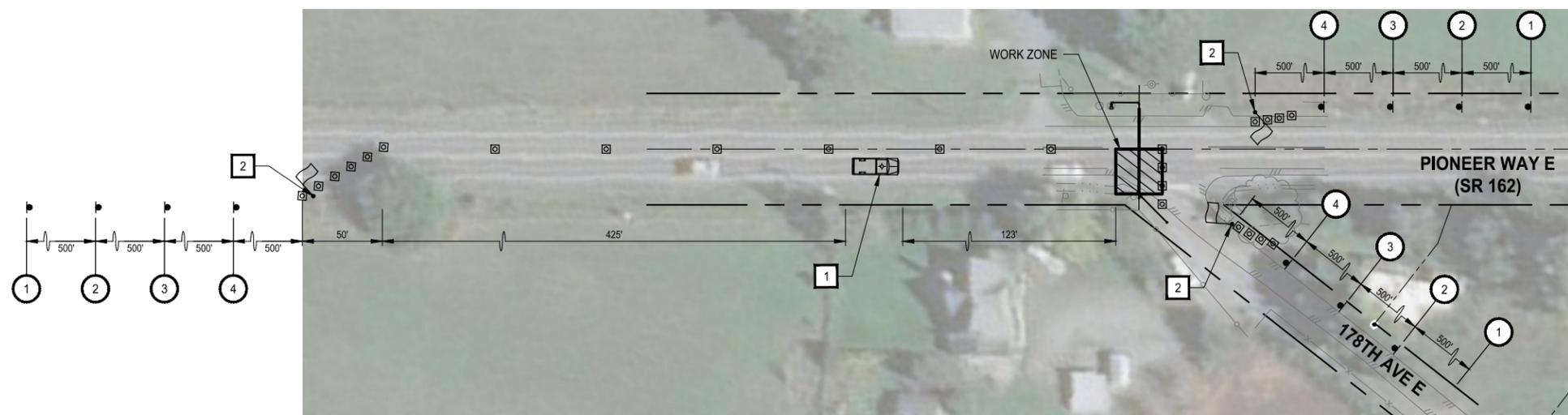
GENERAL NOTES:

- 1. SIGN SPACING SHOWN ON THE PLANS MAY BE ADJUSTED IN THE FIELD TO ACCOMMODATE INTERSECTIONS, DRIVEWAYS, VISIBILITY AND OTHER FEATURES.
- 2. CHANNELIZATION DEVICE SPACING: 10' TO 20' ON TAPER SECTIONS, 60' ON TANGENT SECTIONS.
- 3. ALL SIGNS NOT MOUNTED ON BARRICADES MAY BE MOUNTED ON TRIPODS IF CLEARLY VISIBLE TO TRAFFIC. OTHERWISE SIGNS SHALL BE MOUNTED ON 4"X4" WOOD POSTS.
- 4. ALL CHANNELIZATION DEVICES SHALL TUBULAR MARKERS OR BARRELS.
- 5. PLANS SHOW MINIMUM SIGNAGE TO DIRECT VEHICULAR TRAFFIC AROUND THE CONSTRUCTION AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISH AND INSTALLING ALL ADDITIONAL SIGNAGE AND OTHER DEVICES NECESSARY TO SAFELY DIRECT VEHICULAR AND PEDESTRIAN TRAFFIC THROUGH AND AROUND THE CONSTRUCTION AREAS AS NECESSARY TO ACCOMMODATE CONSTRUCTION ACTIVITIES.
- 6. CONTRACTOR TO ALLOW ACCESS TO ALL DRIVEWAYS FOR RESIDENTS DURING CONSTRUCTION.

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
TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R										
HOST VEHICLE WEIGHT 9,900 TO 22,000 LBS					HOST VEHICLE WEIGHT > 22,000 LBS					
< 45 MPH	45-55 MPH	> 55 MPH	< 45 MPH	45-55 MPH	> 55 MPH					
100'	123'	172'	74'	100'	150'					
PROTECTIVE VEHICLE (WORK VEHICLE) = R										
NO SPECIFIED DISTANCE REQUIRED										

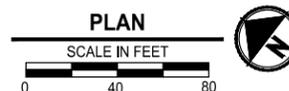
SIGN SPACING = X (1)		
RURAL HIGHWAYS	60/65 MPH	800±
RURAL ROADS	45/55 MPH	500±
RURAL ROADS & URBAN ARTERIALS	35/40 MPH	350±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25/30 MPH	200± (2)
URBAN STREETS	25 MPH OR LESS	100± (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS. (2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.



LEGEND:

- FLAGGER STATION
- TEMP TRAFFIC CONTROL SIGN
- TRAFFIC CONTROL DEVICE - CONE OR TUBULAR MARKER
- BUFFER VEHICLE
- SIGN IDENTIFICATION NOTE
- CONSTRUCTION NOTE



3-21-19

REVISIONS	DATE	BY	DESIGNED
			J. WRIGHT
			Y. MAHMOODI
			J. HUNGERFORD
			J. HUNGERFORD

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PROJECT NAME
**178TH AVENUE EAST
UTILITY CROSSING**

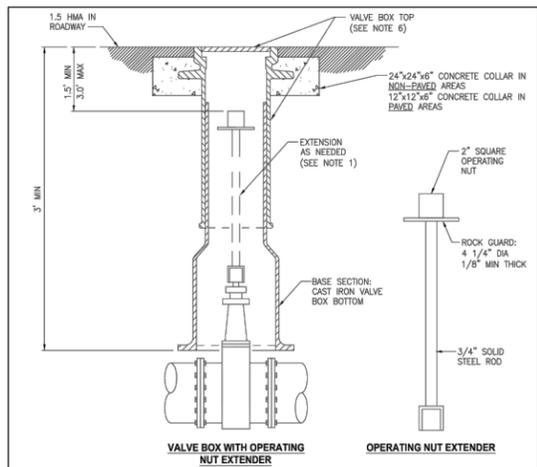
ORTING, WASHINGTON

**TRAFFIC CONTROL AND SIGNAGE
PLAN**

DRAWING NO.
4 OF 5

TC2

LAYOUT: DT1 PATH: L:\ISSO\Projects\Clients\1711-CityOfOrting\216-1711-020_Ort-Cul-2017\98563-CADD\PHI_0303-1781\Ave\DWGS\ PLOTTED BY: betzyph DATE: Thursday, March 21, 2019 10:19:53 AM



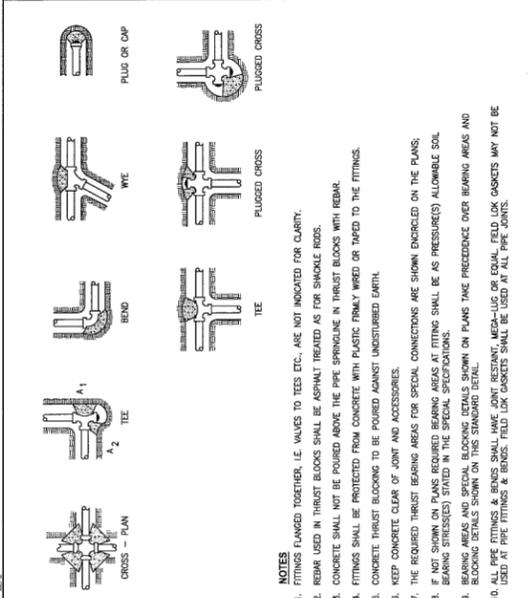
- NOTES**
- EXTENSIONS ARE REQUIRED WHEN VALVE NUT IS MORE THAN FOUR FEET BELOW FINISHED GRADE.
 - EXTENSIONS SHALL BE A MINIMUM OF ONE FOOT LONG.
 - EXTENSIONS SHALL BE SIZED AS NOTED, AND PAINTED WITH TWO COATS OF METAL PAINT.
 - EXTENSIONS ARE AS AVAILABLE FROM HD FOWLER OR US FILTER WATERWORKS.
 - LUGS OR STAINLESS CAP SCREWS ON COVER SHALL BE ALIGNED WITH DIRECTION OF WATER FLOW.
 - CAST IRON VALVE BOX TOP WITH COVER MARKED "WATER", 5 7/8" INSIDE DIAMETER W/LD TABS POINTING IN DIRECTION OF PIPING.

CITY OF ORTING

VALVE BOX & OPERATING NUT EXTENDER

SCALE: NO SCALE APPROVAL DATE: DRAWING NO. **W-6**

FILE NAME: STD-W-6

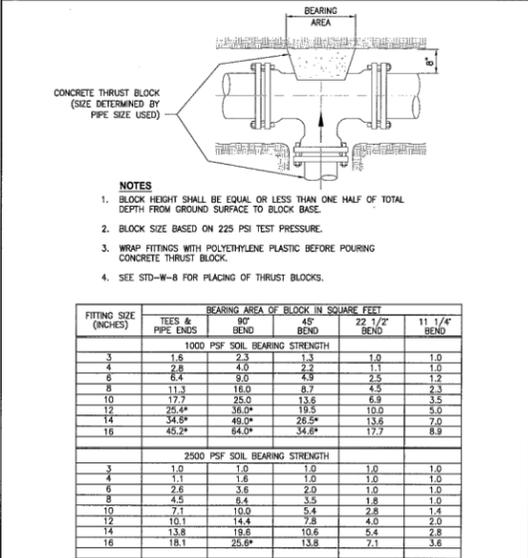


CITY OF ORTING

THRUST BLOCKING

SCALE: NO SCALE APPROVAL DATE: DRAWING NO. **W-8**

FILE NAME: STD-W-8

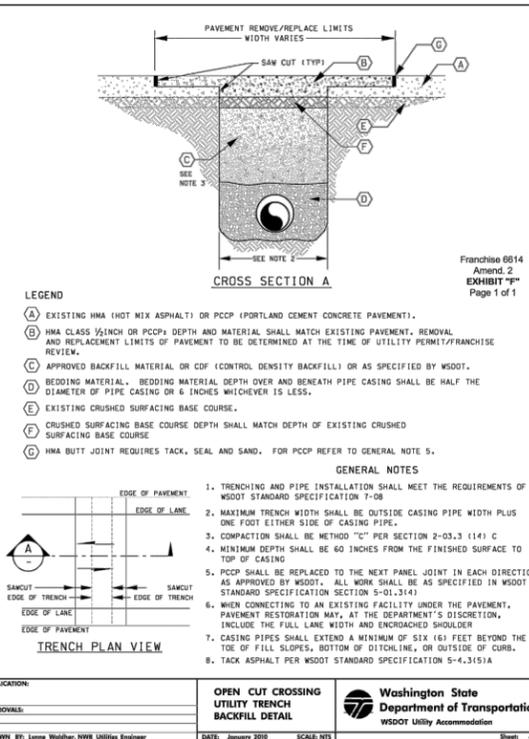


CITY OF ORTING

WATER MAIN BLOCKING

SCALE: NO SCALE APPROVAL DATE: DRAWING NO. **W-9**

FILE NAME: STD-W-9



Washington State Department of Transportation

WSDOT Utility Accommodation

DATE: January 2010 SCALE: NTS

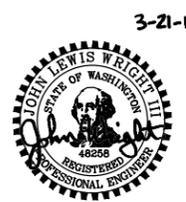
REVISIONS	DATE	BY	DESIGNED
			J. WRIGHT
			Y. MAHMOODI
			J. HUNGERFORD
			J. HUNGERFORD

ONE INCH AT FULL SCALE. IF NOT, SCALE ACCORDINGLY

FILE NAME: PS1711020P0303-DT1

JOB No. 216-1711-020 (03/03)

DATE: MARCH 2019



3-21-19

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PROJECT NAME

178TH AVENUE EAST UTILITY CROSSING

ORTING, WASHINGTON

DETAILS

DRAWING NO. 5 OF 5

DT1