

# CITY OF TUKWILA CONTRACT CHANGE ORDER NO. 2

DATE: June 10, 2016  
PROJECT NO.: 91140203  
PROJECT NAME: CBD Sanitary Sewer Rehabilitation – Emergency Sewer Repair at 1200 APE  
BUDGET NO.: 402.98.594.353.48.00  
CONTRACT NO.: 16-038

TO: R. L. Alia Company

You are hereby directed to make the herein described changes to the plans and specifications or do the following described work not included in the plans and specifications on this contract:

NOTE: This change order is not effective until approved by the "Owner" and a notice to proceed is issued.

Conditions:

- A. The following change, and work affected thereby, are subject to all contract stipulations and covenants;
- B. The rights of the "Owner" are not prejudiced;
- C. All claims against the "Owner" which are incidental to or as a consequence of this change are waived; and
- D. The Contractor must submit all Field Overhead and Home Office Overhead Rates for approval in advance of all change orders.

**CHANGE: See Attached Exhibit "A"**

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above and below.

ACCEPTED: Date 6-15-16  
By [Signature]

Contractor R.L. ALIA COMPANY  
Title V.P.

Original Contract (without tax)	\$ 86,925.00
Previous Change Order	\$ 0.00
This Change Order (without tax)	\$ 57,458.41
REV. CONTRACT AMOUNT	\$ 144,383.41

APPROVED BY THE CITY OF TUKWILA  
Date 6-20-16  
By [Signature]  
Mayor

Original Contract Time: 33 Calendar Days  
Additional Contract Time for this Change Order: 0 Day  
Updated Contract Time: 64 Calendar Days

City Engineer [Signature]

ORIGINAL: City Clerk (1 of 2)  
Contractor (2 of 2)  
PW Project Finance File

cc: Finance Department (w/encumbrance)  
Project Management File  
1st of 2 originals

**CBD Sanitary Sewer Rehabilitation – Emergency Sewer Repair**

**at 1200 Andover Park East**

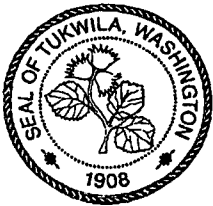
**Contract Change Order No. 2**

**Exhibit A**

The Contractor for this Emergency Sewer Repair at 1200 Andover Park East incurred additional construction costs due to the increase of sewer pipe replacement from the planned 60 feet to 161 feet. The additional 101 feet sewer pipe replacement was necessary, as the excavation work uncovered long stretch of sewer pipe that were badly worn away and broken. This added length of sewer pipe replacement was not anticipated and could not have been properly identified on the Project Plans, as a video recording showed that the sewer pipe was already plugged with debris. By burying back this added length of broken sewer pipe and not replacing it immediately, would only increase damage to the sewer system and cost more to the City to replace the pipe down the road.

The replacement of additional 101 feet sewer pipe also increased costs on other elements of the construction project. These other elements were temporary traffic control, saw cutting pavement, bypass pumping, excavation and trenching, asphalt paving, and vehicle detection loop replacement. The negotiated costs for these other elements and the total Change Order cost are listed in the table below:

<b>Bid Item No.</b>	<b>Description</b>	<b>Additional Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Cost</b>
3	Project Temporary Traffic Control	1.68	LS	\$5,000.00	\$8,400.00
5	Saw Cutting	516.25	LF	\$10.00	\$5,162.50
6	Bypass Pumping	1.68	LS	\$2,000.00	\$3,360.00
7	Trench / Excavation Protection	1.68	LS	\$2,000.00	\$3,360.00
10	PVC Pipe, SDR 35, 12-inch Diameter for Main Line	86	LF	\$290.00	\$24,940.00
18	Hot Mix Asphalt HMA Class 1/2-inch PG 64-22 Tee Patch Repair	17.14	Ton	\$275.00	\$4,713.50
N/A	Existing Sewer Pipe Condition Exposure and Review	1	FA	\$937.69	\$937.69
N/A	Installation of Two New Vehicle Detection Loops	1	FA	\$6,584.72	\$6,584.72
<b>Total Change Order Cost</b>					<b>\$57,458.41</b>



# CITY OF TUKWILA CONTRACT CHANGE ORDER NO. 1

DATE: April 21, 2016  
PROJECT NO.: 91140203  
PROJECT NAME: Emergency Sewer Repair at 1200 APE

BUDGET NO.: 402.98.594.353.48.00  
CONTRACT NO: 16-038 (a)

TO: Green River Construction

You are hereby directed to make the herein described changes to the plans and specifications or do the following described work not included in the plans and specifications on this contract:

NOTE: This change order is not effective until approved by the "Owner" and a notice to proceed is issued.

Conditions:

- A. The following change, and work affected thereby, are subject to all contract stipulations and covenants;
- B. The rights of the "Owner" are not prejudiced;
- C. All claims against the "Owner" which are incidental to or as a consequence of this change are waived; and
- D. The Contractor must submit all Field Overhead and Home Office Overhead Rates for approval in advance of all change orders.

**CHANGE:** Revise the completion date from April 30, 2016 to May 31, 2016.

ACCEPTED: Date 4-21-16 Contractor R. L. ALIA COMPANY  
By [Signature] Title V.P.

Original Contract (without tax)	\$ 86,925.00
Previous Change Order	\$ 0.00
This Change Order (without tax)	\$ <u>\$00.00</u>
By _____	

APPROVED BY THE CITY OF TUKWILA

Date May 2, 2016

[Signature]  
Mayor

REV. CONTRACT AMOUNT \$ 86,925.00

Original Contract Time: 39 Days  
Additional Contract Time for this Change Order: 31 Days  
Updated Contract Time: 70 Days

City Engineer [Signature] 4/25/16

ORIGINAL: City Clerk (1 of 2)  
Contractor (2 of 2)  
PW Project Finance File

cc: Finance Department (w/encumbrance)  
Project Management File

1st of 2 ORIGINALS



# City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number: 16-038  
Emergency Declaration 2/22/16

## CITY OF TUKWILA Short Form Contract

**Contractor/**

Vendor Name: R.L. Aila Company  
Address: 107 Williams Ave. South  
Renton, Wa 98057  
Telephone: 425-226 8100

Project No: 91140203  
Budget Item: 412.98.594.353.48.00  
Project Name: CBD Sanitary Sewer Rehabilitation  
1200 APE - Emergency

**Please initial all attachments, then sign and return copies one and two to:  
City of Tukwila, Public Works Department, 6300 Southcenter Boulevard, Tukwila, Washington  
98188. Retain copy three for your records until a fully executed copy is returned to you.**

### AGREEMENT

This Agreement made and entered into this 16<sup>th</sup> day of March 2016, by and between the City of Tukwila, hereinafter referred to as "City", and R.L. Alia Company, hereinafter referred to as "Contractor."

The City and the Contractor hereby agree as follows:

- 1. SCOPE AND SCHEDULE OF SERVICES TO BE PERFORMED BY CONTRACTOR.** The Contractor shall perform those services described on Exhibit A dated March 1, 2016 attached hereto and incorporated herein by this reference as if fully set forth. 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 request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
- 2. TIME OF COMPLETION.** The work shall be commenced on 3/28/16 and be completed no later than 4/30/16.
- 3. COMPENSATION AND METHOD OF PAYMENT.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$95,182.88, except by written agreement of the parties.
- 4. CONTRACTOR BUDGET.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
- 5. PAYMENTS.** The City shall make payments on account of the contract at completion of the project.
- 6. ACCEPTANCE AND FINAL PAYMENT.** Final payment shall be due 10 days after completion of the work, provided the contract is fully performed and accepted.
- 7. CONTRACT DOCUMENTS.**

1st of 2 ORIGINALS

- The contract includes this Agreement, Scope of Work and Payment Exhibit.
- 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 therefore.
- 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.

**8. 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.

**9. SURVEYS, PERMITS AND REGULATIONS.** The City shall furnish all surveys unless otherwise specified. Permits and licenses necessary for the execution 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.

**10. 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 any act or neglect.

**11. ACCESS TO WORK.** The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

**12. CHANGES IN 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 made in writing before executing the work involved.

**13. 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 year from 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 Contractor to City. The provisions of this article apply to work done by subcontractors as well as to work done by direct employees of the Contractor.

**14. OWNER'S RIGHT TO TERMINATE CONTRACT.** Should the Contractor neglect to execute the work properly, or fail to perform any provision of the contract, the City, after seven days' written notice to the contractor, and his 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 Contract or, at the City's option, may terminate the contract and take possession of all materials, tools, appliances and finish work by such means as the City sees fit, and 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.

**15. PAYMENTS.** Payments shall be made as provided in the Agreements. Payments otherwise due 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.

**16. INSURANCE.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover 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 with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

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

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

**E. Subcontractors.** The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

**F. Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

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

- 17. PERFORMANCE BOND.** The Contractor shall furnish to the City prior to start of construction a performance bond at 100% of the amount of the contract and 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 5% of the contract amount as retainage for a period of 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.
- 18. 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.
- 19. SEPARATE CONTRACTS.** The City has the right to execute other contracts in connection with the work and the Contractor shall properly cooperate with any such other contracts.
- 20. ATTORNEYS FEES AND COSTS.** In the event of legal action hereunder, the prevailing party shall be entitled to recover its reasonable attorney fees and costs.
- 21. 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 premises clean.
- 22. INDEMNIFICATION.** The Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by an act, omission or failure of the Contractor, its officers, agents and employees, in performing the work required by this Agreement. With respect to the performance of this Agreement and as to claims against the City, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the contractor. This waiver is mutually negotiated by the parties. This paragraph shall not apply to any damage resulting from the sole negligence of the City, its agents and employees. To the extent any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of the City, its agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of the Contractor, its officers, agents, and employees.
- 23. 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.
- 24. DISCRIMINATION PROHIBITED.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or

the presence of any disability in the selection and retention of employees or procurement of materials or supplies.

25. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

26. **SEVERABILITY AND SURVIVAL.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

27. **NOTICES.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila  
6200 Southcenter Blvd.  
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

28. **APPLICABLE LAW; VENUE; ATTORNEY'S FEES.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

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

CITY OF TUKWILA

By:   
Signature

Printed Name: Allan Ekberg, Mayor

Date: March 16, 2016

By:   
Signature

Printed Name: RICHARD L. ALIA

Title: PRESIDENT

Date: 3-9-16

ATTEST/AUTHENTICATED:

Melissa Hart, Deputy City Clerk  
City Clerk, Christy O'Flaherty

APPROVED AS TO FORM:

BY:   
Office of the City Attorney



# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Bond No: 2211015

## Performance Bond

### CONTRACTOR:

(Name, legal status and address)

R.L. Alia Company  
107 Williams Ave. S.  
Renton, WA 98055

### SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company  
650 Elm Street  
Manchester, NH 03101

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

City of Tukwila  
6300 Southcenter Blvd, Ste 100  
Seattle, WA 98188

### CONSTRUCTION CONTRACT

Date: 3/16/14

Amount: \$95,182.88

Description: CBD Sanitary Sewer Rehabilitation  
(Name and location)

### BOND

Date: 3/16/14

(Not earlier than Construction Contract Date)

Amount \$95,182.88

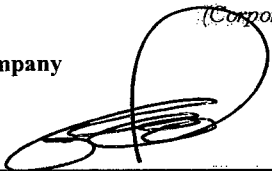
Modifications to this Bond:  None  See Section 16

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

R.L. Alia Company

Signature:



Name: RICHARD L. ALIA  
and Title: PRESIDENT

### SURETY

Company: (Corporate Seal)

North American Specialty Insurance Company

Signature:



Name: Deanna M. French  
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Parker | Smith | Feek  
2233 112th Ave. N. E.  
Bellevue, WA 98004  
(425) 709-3600

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party.)

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

**SURETY**

Company: *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
Address

Signature: \_\_\_\_\_  
Name and Title:  
Address

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

Bond No: 2211015

### CONTRACTOR:

*(Name, legal status and address)*

R.L. Alia Company  
107 Williams Ave. S.  
Renton, WA 98055

### SURETY:

*(Name, legal status and principal place of business)*

North American Specialty Insurance Company  
650 Elm Street  
Manchester, NH 03101

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

*(Name, legal status and address)*

City of Tukwila  
6300 Southcenter Blvd, Ste 100  
Seattle, WA 98188

### CONSTRUCTION CONTRACT

Date: 3/16/14

Amount: \$95,182.88

Description: CBD Sanitary Sewer Rehabilitation  
*(Name and location)*

### BOND

Date: 3/16/14

*(Not earlier than Construction Contract Date)*

Amount: \$ \$95,182.88

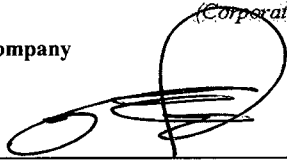
Modifications to this Bond:  None  See Section 18.

### CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

R.L. Alia Company

Signature:



Name: RICHARD L. ALIA  
and Title: PRESIDENT

### SURETY

Company: *(Corporate Seal)*

North American Specialty Insurance Company

Signature:



Name: Deanna M. French  
and Title: Attorney-in-Fact

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

### AGENT or BROKER:

Parker | Smith | Feek  
2233 112th Ave. N. E.  
Bellevue, WA, 98004  
(425) 709-3600  
S-2149/AS 8/10

### OWNER'S REPRESENTATIVE:

*(Architect, Engineer or other party)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ *(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title:

Address

Signature: \_\_\_\_\_

Name and Title:

Address



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

SUSAN B. LARSON, SCOTT FISHER, JILL A. BOYLE, MINDEE L. RANKIN, DEANNA M. FRENCH, RONALD J. LANGE, ELIZABETH R. HAHN, JANA M. ROY,

ROGER R KALTENBACH, GUY P. ARMFIELD, SCOTT McGILVRAY and LAWRENCE J. NEWTON JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



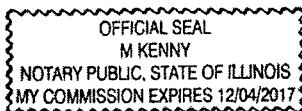
IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 8th day of September, 2015.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 8th day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

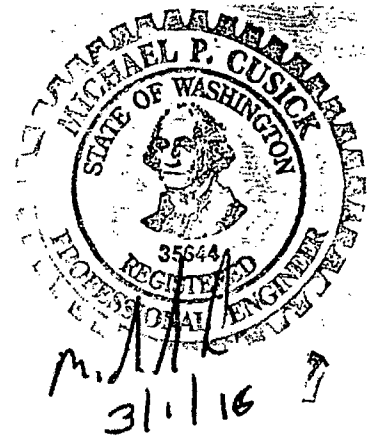
I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of March, 2016.

2016 CBD SEWER IN ANDOVER PARK EAST  
NEAR ~~1227~~ ANDOVER PARK EAST  
1206

March 1, 2016

EXHIBIT A



**SCOPE OF WORK:**

1. CALL FOR UTILITY LOCATES 48 HOURS PRIOR TO BEGINNING THE EXCAVATION (Call 811).
2. PROVIDE EROSION CONTROL FOR THE PROJECT AREA, INCLUDING THE INSTALLATION OF FILTER SOCKS IN THE CATCH BASINS (ULTRA-DRAIN GUARD OR APPROVED EQUAL).
3. THE CONTRACTOR SHALL PROVIDE SHORING TO PROTECT THE EXISTING ROADWAY DURING THE REPAIR OF THE SEWER LINE PER SECTION 7-083.(1)B STANDARD SPECIFICATIONS. THE COST OF THE SHORING SHALL BE INCLUDED IN THE QUOTE TO THE CITY.
4. PROVIDE TRAFFIC CONTROL AND DETOUR SIGNAGE (SEE ATTACHED PLAN).
5. SAW CUT THE EXISTING PAVEMENT. THE ASSUMED DEPTH OF THE PAVEMENT IS 15 INCHES.
6. EXCAVATE FOR THE REPAIR OF EXISTING SEWER PIPE. ASPHALT PAVEMENT AND SOIL REMOVED FROM THE TRENCH SHALL NOT BE REUSED AND BE TRUCKED OFF SITE.
7. THE CONTRACTOR SHALL PROVIDE TEMPORARY BYPASS PUMPING OF SEWAGE AROUND THE WORK AREA. ASSUME THE FLOW TO BE 800 GPM.
8. THE CONTRACTOR SHALL PROVIDE AND INSTALL 12" DIAMETER SDR 35 PVC SEWER PIPE. BEGIN THE REPAIR AT SOUTH EDGE OF MANHOLE 1044A.
9. THE CONTRACTOR SHALL RECONNECT EXISTING SIDE SEWERS IF FOUND TO THE PROPOSED 12" SEWER LINE.
10. THE CONTRACTOR SHALL CONNECT THE PROPOSED PVC PIPE TO THE EXISTING ASBESTOS PIPE USING ROMAC OR STRONG BACK COUPLINGS.
11. THE CONTRACTOR SHALL CLEAN AND VIDEO THE SEWER LINE PRIOR TO BACKFILL OF THE TRENCH
12. THE TRENCH SHALL BE BACKFILLED WITH 5/8" CRUSHED ROCK AND BE COMPACTED PER SECTION 2-03.3(14) C METHOD C OF STANDARD SPECIFICATIONS.
13. THE ASPHALT REPAIR SHALL BE 9" OF HMA CL. PG 64-22. THE TEE PAVEMENT REPAIR (PER CITY OF TUKWILA DETAIL RS-03) SHALL MATCH EXISTING PAVEMENT AND THE JOINTS SHALL BE HOT TAR SEALED.
14. THE CONTRACTOR SHALL RESTORE RAISED PAVEMENT MARKINGS AND STOP BAR. MATCH EXISTING MARKINGS.
15. IF CHANGES IN CONDITIONS ARE FOUND DURING CONSTRUCTION, THE CHANGES WILL BE ADDRESSED BY FORCE ACCOUNT PER THE 2016 STANDARD SPECIFICATIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH 2016 STANDARD SPECIFICATIONS AND CITY OF TUKWILA INFRASTRUCTURE DESIGN AND CONSTRUCTION STANDARDS

# EXHIBIT A

## DIVISION 10 - TECHNICAL SPECIFICATIONS MEASUREMENT AND PAYMENT

### GENERAL

When the Contract Documents state that a certain item of work "shall be considered incidental to the Contract", and whenever any aspect of work is not included in one of the pay items listed below, then the cost of performing that work shall be included in the various bid prices of the Contract, and no separate payment will be made.

Contractor shall include all costs of doing this work within the unit and lump sum bid prices in the Proposal. If the Contract Documents require work that has no unit or lump sum bid item in the proposal, costs shall be incidental and included within the unit and lump sum bid prices in the Proposal.

For items listed below as being paid by "Force Account" or "Estimate", to provide a common basis for all bidders, Owner has estimated and included in the Proposal, dollar amounts for those items. All such dollar amounts are to become a part of Contractor's total bid. However, Owner does not warrant expressly or by implication that the actual amount of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by Engineer, in accordance with Section 1-09.6 of the Standard Specifications.

### BID SCHEDULE ITEMS

The following subsections correspond to the items on the bid schedule and shall be paid based on the conditions listed, and as detailed in the Standard Specifications for that item. The Section where the item of work is discussed in the Standard Specifications and/or Special Provisions is shown in parentheses.

The Contract Price shall constitute full compensation for furnishing all plans, labor, equipment, incidentals and materials, applicable sales tax for materials and equipment, and performing all operations required to complete the work, as specified, as shown on the Contract Plans or as otherwise directed. Notwithstanding the omission or mention of any incidental work, the Contract Price and payment shall also constitute full compensation for all work incident or incidental to completion of the item, unless such work is otherwise specifically mentioned for separate payment under another bid item. In the event any work is required by the Specification or by the Proposal, or which is not directly incident or incidental to the completion of any such item, the Contract Price of all enumerated items shall also constitute full compensation for such work.

Unless a specific bid item for the following work has been provided in the Proposal/Construction Contract, or the work has been specifically included in a bid item, such work shall be considered **incidental to** and **included in** the various bid items of work:

- Furnishing Manufacturer's Certificates of Compliance;
- Clearing and Grubbing;
- Disposal of Waste Materials;
- Haul;
- Watering;
- Dust Control and
- Trimming and Cleanup.
- Locating existing underground facilities and determining their precise location (i.e. "potholing") of the underground facilities, which have been marked in advance of the work, in order to determine their horizontal and vertical location in accordance with RCW 19.122.040.

No separate or extra payment of any kind shall be made for this work under this Contract.

### BID ITEM NO. 1 – MOBILIZATION

(1-09)

The lump sum price bid for mobilization/demobilization may include, but is not limited to, preconstruction costs of preparatory work and operations by the Contractor and the removal of equipment and surplus materials from the project site. The Contract

Price per lump sum for mobilization/demobilization shall constitute full compensation for all labor, materials and equipment required for:

- Premiums for bonding and insurance;
- Mobilizing labor, equipment, materials, supplies and incidentals to the project site(s);
- Preparatory tasks prior to beginning production work on the bid items; and
- Demobilizing labor, equipment, materials, supplies and incidentals from the project site(s).

Mobilization/demobilization costs for all subcontracted work shall be considered included in the price bid and no additional payment will be allowed.

The lump sum bid item "Mobilization/Demobilization (5% maximum)" shall be no greater than five (5) percent of the sum of all other bid items excluding bid item Miscellaneous Work (force account) and excluding tax. The City may disqualify bids which exceed this limit.

The payment schedule shall be as follows:

75% of the price bid after Contractor has submitted preconstruction photos, schedule, and traffic control plan, and has mobilized equipment, materials and labor to the project site(s).

25% if the bid price after Contractor has demobilized all equipment, material and labor from the project site(s).

**BID ITEM NO. 2 – TRAFFIC CONTROL – FLAGGER LABOR (1-10)**

Measurement and payment for this item shall be per hour in accordance with Section 1-10.5(2) of the Standard Specifications. No price adjustments will be made for reducing or exceeding the hours shown in the Specifications. **The unit price for this item shall be a minimum of \$37.26 per hour.**

**BID ITEM NO. 3 – PROJECT TEMPORARY TRAFFIC CONTROL (1-10)**

The lump sum price shall cover the complete cost of furnishing, installing, and removing all traffic control measures, including all costs for:

- WSDT certified Traffic Control Supervisor (TCS).
- Furnishing, installing, maintaining, and removing traffic control, construction warning, and detour signs.
- Removing, salvaging, relocating, and re-installing existing roadway signs.
- Furnishing, installing, maintaining, and removing traffic cones, barrels, barricades, and the like.
- Furnishing, installing, maintaining, and removing steel plating, pins, shims, and all incidentals.
- Furnishing, installing, maintaining, and removing all temporary pavement markers and markings.
- Prepare, revise, and implement any traffic control/detour plans. This includes submitting the traffic control plans to the City for review and approval. Furnishing and installing all permanent pavement markers and markings.

**MEASUREMENT SHALL BE LUMP SUM WITH PARTIAL PAYMENTS FOR THIS ITEM MADE BASED UPON WORK COMPLETED AS DETERMINED BY THE ENGINEER.**

**BID ITEM NO. 4 – WATER POLLUTION/EROSION CONTROL (1-07)**

Water Pollution/Erosion Control shall not be measured for payment.

The Contract Price per lump sum shall include all costs for the work required to furnish, install, maintain, and remove water pollution/erosion control measures for which a specific bid item has not been prepared, all in accordance with these specifications and as directed by the Engineer.

Specifically included in, but not limited to, the Contract Price bid for this item are all costs for:

- Stockpiling the specified quantities of erosion control materials on site, ready for use;
- Street sweeping;
- Repair and maintenance of water pollution and erosion control BMP's if work is suspended;

- Included in the unit price shall be, but not necessarily be limited to: all necessary materials, labor, and equipment to satisfactorily place and maintain inlet protection as defined the Standard Specifications and these Special Provisions.

**BID ITEM NO. 5 – SAW CUTTING**

**(7-09)**

The Contract Price per linear foot for saw cutting to a depth 15” of pavement shall be full compensation for all labor, material, incidentals, tools and equipment necessary to satisfactorily complete the work as defined in the Standard Specifications and these specifications and as shown on the Contract Plans.

**BID ITEM NO. 6 – BYPASS PUMPING**

By Pass Pumping shall not be measured for payment.

The Contract Price per lump sum shall be full compensation for all labor, materials, incidentals, tools and equipment necessary to satisfactorily convey sewage around the sewer pipe being replaced.

**BID ITEM NO. 7 – TRENCH/EXCAVATION PROTECTION**

**(7-08)**

Trench/excavation protection shall not be measured for payment.

The Contract Price per lump sum shall be full compensation for all labor, material, incidentals, tools and equipment necessary to satisfactorily complete the work and ensure worker safety as defined in the Specifications and as shown on the Contract Plans.

The cost of all trench/excavation protection for the entire project shall be included in the lump sum Contract Price for Trench/Excavation Protection. In accordance with Chapter 39.04.180 RCW, a bid item is provided in the Proposal/Construction Contract for the cost of trench/excavation safety systems for the work performed under this contract meeting the requirements of Chapter 49.17 RCW.

**BID ITEM No.8 – UNSUITABLE FOUNDATION EXCAVATION Inc. HAUL**

**(2-03)**

Measurement and payment for “Unsuitable Foundation Excavation Inc. Haul” shall be per cubic yard as measured in place from the bottom of Pavement Repair (subgrade) to bottom of excavation as directed by the Engineer.

Included in the unit bid item price shall be, but shall not necessarily be limited to: all necessary materials, labor, and equipment to satisfactorily complete roadway excavation, haul, and legal disposal in areas which are deemed unsuitable by the Engineer.

The Contractor is advised that “Unsuitable Foundation Excavation and Haul” is contingent on the presence of unsuitable foundation. A quantity has been provided solely to provide a common basis for bidders. The quantity may be greatly increased or decreased or reduced to zero. The increase or decrease in this quantity will not constitute a basis for claim by the Contractor for extra payment of damages. Payment will be only for actual work performed based upon the unit contract prices and shall be considered full compensation to the Contractor for the Work.

**BID ITEM NO. 9 – GRAVEL BORROW Inc. HAUL**

**(2-03)**

Measurement and payment for “Gravel Borrow Inc. Haul” shall be per ton.

Included in the unit bid item price shall be, not shall not necessarily be limited to: all necessary materials, labor, and equipment to satisfactorily complete roadway excavation to the required grades, procurement, haul, placement and compaction of Gravel Borrow, and procurement and placement of Construction Geotextile for Separation and Construction Geotextile for Stabilization as shown in the Plans.

The Contractor is advised that a portion of the quantity of “Gravel Borrow Inc. Haul” is contingent on the presence of unsuitable foundation. A quantity has been provided solely to provide a common basis for bidders. The quantity may be greatly increased or decreased or reduced to zero. The increase or decrease in this quantity will not constitute a basis for claim by the Contractor for extra payment or damages. Payment will be only for actual work performed based upon the unit contract prices and shall be considered full compensation to the Contractor for the Work.

**BID ITEM NO. 10– PVC PIPE SDR 35, 12” DIA FOR MAIN LINE**

**(7-08)**

**BID ITEM NO. 11 – PVC PIPE SDR 35, 8” DIA FOR SIDE SEWER**

**BID ITEM NO. 12 – PVC PIPE SDR 35, 6” DIA FOR SIDE SEWER**

No measurement shall be made for removal of existing street pavement, protection of existing utilities and services, trench excavation, furnishing, placement and compaction of pipe bedding, and placement and compaction of trench backfill. When listed as a separate pay item, other work (e.g. saw cutting) shall be measured in accordance with the Standard Specifications as modified by these specifications.

The Contract Price per linear foot for installing PVC Sewer pipe of the size, type and class specified, shall constitute full compensation for all labor, material and equipment required for:

- Excavating trench;
- Removing and disposing pavement, curbs, gutters, sidewalks, and the like;
- Trench dewatering (if required);
- Hauling and disposing of surplus and unsuitable excavated material;
- Furnishing and installing Sewer pipe;
- Placing and compacting pipe bedding and trench backfill;
- Replacing, protecting and/or maintaining utilities; and
- All complete in place, fully operational and ready for use.

Furnishing imported trench backfill will be paid for under the specific item set forth in the Proposal/Construction Contract.

**BID ITEM NO. 13 – CONNECTION OF PROPOSED 12” PIPE TO THE EXISTING 12” PIPE**

The Contract Price per each shall be full compensation for all labor, material, tools and equipment for connection of proposed 12” sewer pipe to the existing 12” pipe.

Payment for Connection of the proposed 12” Sewer Pipe to the existing 12” pipe shall be full compensation for:

- Removing and disposing of pavement, curbing, gutters, sidewalks and the like (as needed);
- Excavation as needed;
- Providing and installing 12” Romac or Strongback couplings;
- Removing and disposing of waste, surplus or unsuitable materials;
- Placing and compacting backfill materials; and
- Replacing, protecting and/or maintaining utilities.

Furnishing imported backfill material, saw cutting pavement and PVC pipe will be paid for under the specification

**BID ITEM NO. 14 –CONNECTION TO EXISTING SEWER MANHOLE**

**(7-08)**

The Contract Price per each shall be full compensation for all labor, material, tools and equipment, including all incidental work, necessary to satisfactorily complete the work regardless of depth as defined in the Standard Specifications and these specifications, as shown on the Contract Plans, and directed by the Engineer.

The Contractor is reminded that specifically included in the unit price for Connection to the existing side sewer are all costs for:

- Locating existing utilities and potholing in advance to determine their horizontal and vertical location;
- Excavating trench;

- Removing and disposing of pavement;
- Hauling and disposal of surplus or unsuitable materials;
- Core drill manhole for new sewer pipe if required.
- Provide and install core and seal boot at manhole:
- Grout pipe inside and outside of penetration;
- Placing and compacting pipe bedding; and
- Placing and compacting trench backfill.

Furnishing imported trench backfill will be paid for under the specific items set forth in the Proposal/Construction.

**BID ITEM NO. 15 – CONNECTION TO EXISTING SIDE SEWER WITH WYE AND ROMAC OR STRONG BACK COUPLING**

The Contract Price per each shall be full compensation for all labor, material, tools and equipment, including all incidental work, necessary to satisfactorily complete the work regardless of depth as defined in the Standard Specifications and these specifications, as shown on the Contract Plans, and directed by the Engineer.

The Contractor is reminded that specifically include in the unit price for Connection to the existing side sewer are all costs for:

- Locating existing utilities and potholing in advance to determine their horizontal and vertical location;
- Excavating trench;
- Removing and disposing of pavement:
- Providing and installing Romac or Strongback couplings;
- Removing and disposing of waste, surplus or unsuitable materials;
- Placing and compacting backfill materials; and
- Replacing, protecting and/or maintaining utilities.
- Furnishing imported backfill material, saw cutting pavement and PVC pipe will be paid for under the specification
- Removing and disposing of pavement, curbing, gutters, sidewalks and the like (as needed);
- Excavation as needed
- Providing and installing Romac or Strongback couplings;
- Removing and disposing of waste, surplus or unsuitable materials;
- Placing and compacting backfill materials; and
- Replacing, protecting and/or maintaining utilities.

Furnishing imported backfill material, saw cutting pavement and PVC pipe will be paid for under the specification

**.BID ITEM NO. 16 – CLEANING AND VIDEOING 12” SEWER PIPE**

The Contract Price shall be Force Account for all labor, material, tools and equipment for Cleaning and Videoing of 371 feet of sewer main between manholes 1044A to 1043.

- Removing and disposing of waste at an approved location.

**BID ITEM NO. 17 – CRUSHED SURFACING TOP COURSE**

**(4-04)**

- Measurement and payment for “Crushed Surfacing Top Course” shall be per ton. Included in the unit bid item price shall be, but shall not necessarily be limited to: all necessary materials, labor, and equipment to satisfactorily complete roadway excavation to the required grades, procurement, haul, placement, soil residual herbicide treatment and compaction of crushed surfacing top course to the subgrade and/or finish grade elevations shown on the Plans and specified herein.

- Crushed Surfacing Top Course used as identified on the Plans under roadways, driveway entrances, paving over existing gravel entrances, under curb and gutters, and for trench backfill shall be measured under this bid item. The neat line pay limits for Crushed Surfacing Top Course is 6.00' of trench width.

**BID ITEM NO. 18 – HOT MIX ASPHALT HMA CLASS ½” PG 64-22 TEE PATCH**

**(5-04)**

The Contract Price per ton shall be full compensation for all labor, material, tools and equipment, including all incidental work, necessary to satisfactorily complete the work as defined in the Standard Specifications, in these specifications and as shown in the Contract Plans.

The Contract Price per ton for Hot Mix Asphalt (HMA) shall be full compensation for:

- Furnishing, placing and compacting the Hot Mix Asphalt HMA;
- Furnishing, placing, and compacting incidental Hot Mix Asphalt HMA for pavement repair; and
- Feathering pavement and furnishing, tack coat and crack sealing asphalt.

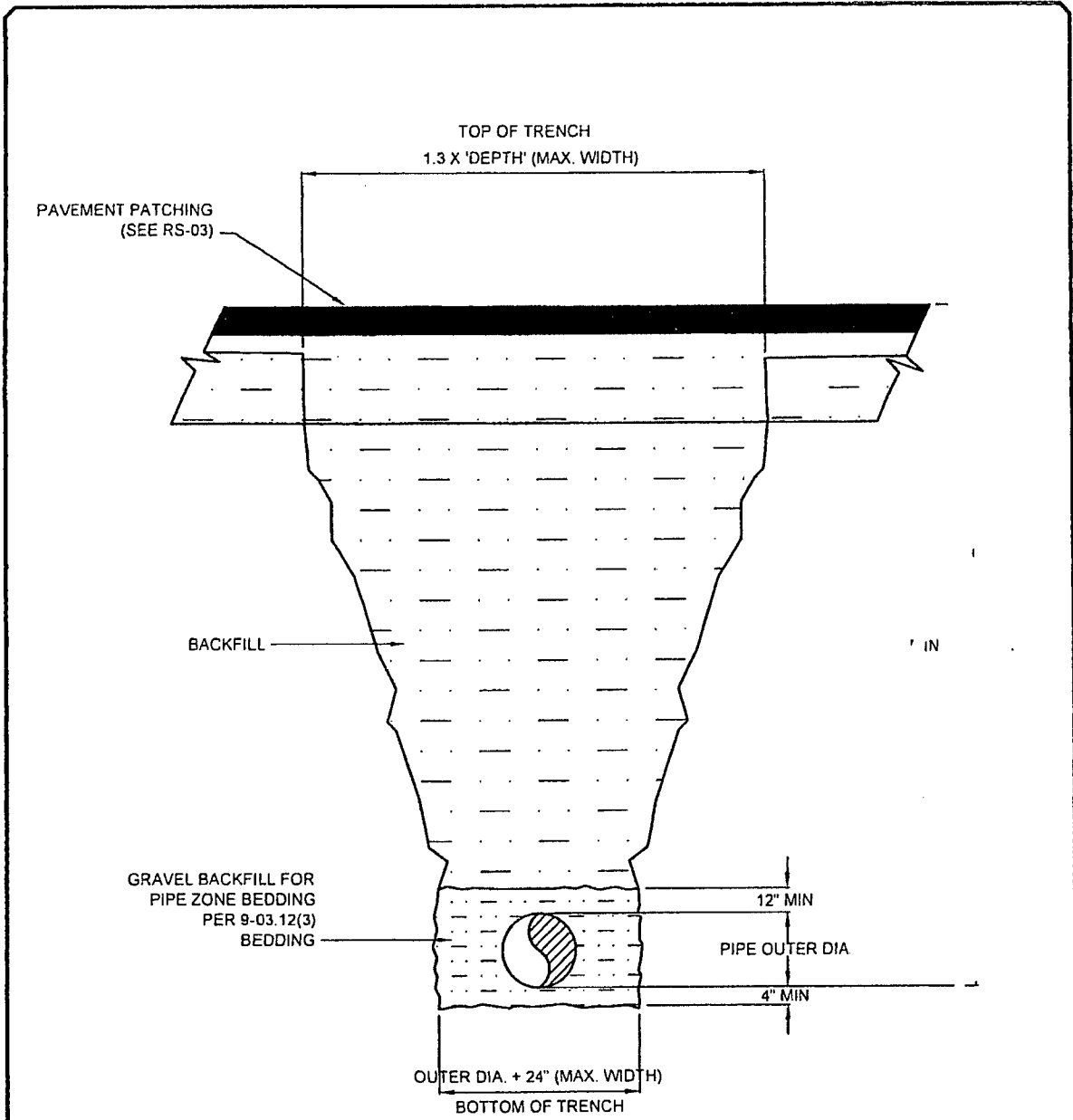
**BID ITEM NO. 19– RAISED PAVEMENT MARKER AND STOP BAR MATCH EXISTING**

**(8-09)**

The Contract Price for Raised Pavement Markers shall be done by Force Account and shall be full compensation for all labor, material, tools and equipment necessary to satisfactorily Pavement markers as defined in the Standard Specifications. The Force Account work shall include, but not be limited to, all costs for:

- Surface cleaning and preparation;
- Pre-mark layout;
- Furnishing and applying Raised Pavement Markers; and
- Protecting marking until dry.





**NOTE:**

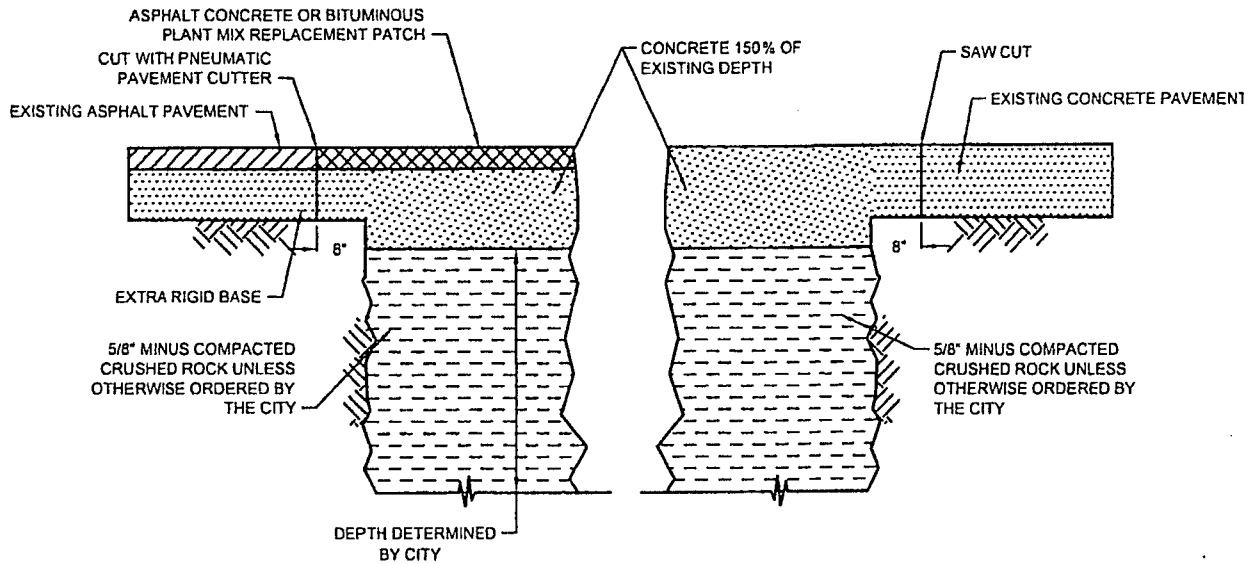
1. ALL BACKFILL SHALL BE 5/8" CRUSHED ROCK COMPACTED TO 90% MODIFIED PROCTOR OPTIMUM DENSITY.
2. REFER TO RS-03 FOR PAVEMENT PATCHING.
3. PAVED AREAS: BACKFILL WITH CRUSHED ROCK.
4. UNPAVED AREAS: BACKFILL WITH NATIVE MATERIAL OR CRUSHED ROCK.

NOT TO SCALE

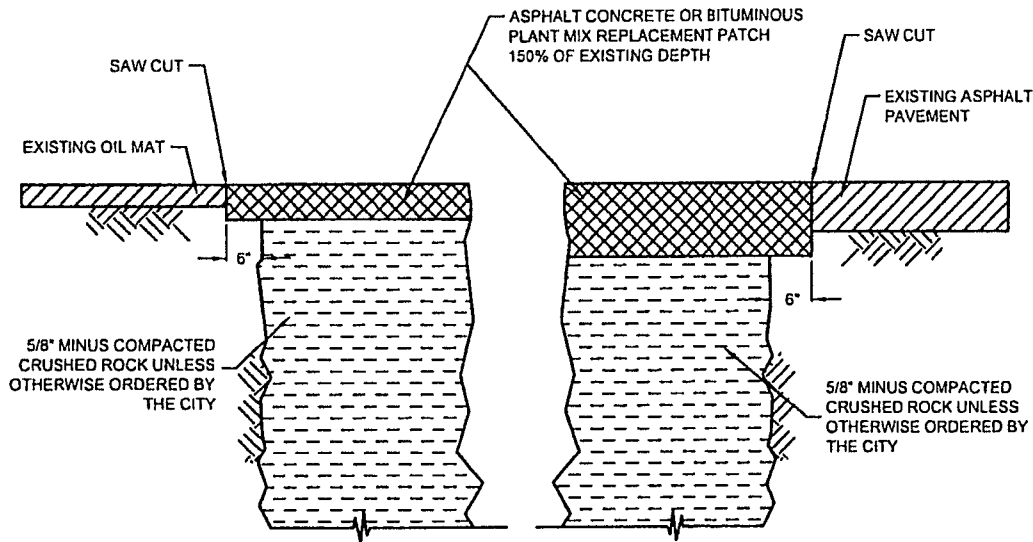


**City of  
Tukwila**

<b>TRENCH</b>	
<b>BEDDING AND BACKFILL</b>	
SHEET:	WS-18
REVISION #1: 02-2014	LAST REVISION: 04.08
APPROVAL:	R. TISCHMAK, CITY ENGINEER



**TYPICAL PATCH FOR RIGID PAVEMENT**



**TYPICAL PATCH FOR FLEXIBLE PAVEMENT**

**NOTES:**

1. ALL WORK TO CONFORM TO THE CURRENT WSDOT/APWA STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION.
2. A MINIMUM OF A ONE YEAR GUARANTEE IS REQUIRED ON ALL PAVEMENT PATCHING AND OVERLAYS.
3. CONTROLLED DENSITY FILL IN PLACE OF CRUSHED ROCK MATERIAL MAY BE REQUIRED IN CASES OF RECENT PAVEMENT OVERLAY, OR AS DIRECTED BY CITY ENGINEER.

NOT TO SCALE



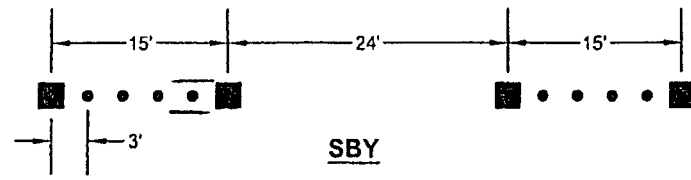
**City of  
Tukwila**

**PAVEMENT RESTORATION**

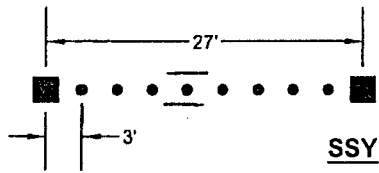
SHEET: **RS-03**

REVISION #1: **08.03**

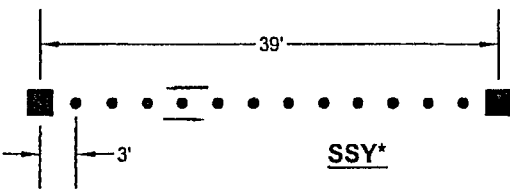
APPROVAL: **B. SHELTON**



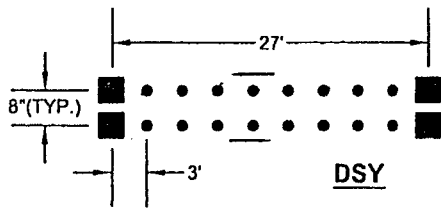
**SBY**



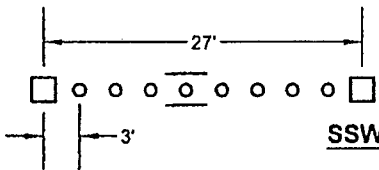
**SSY**



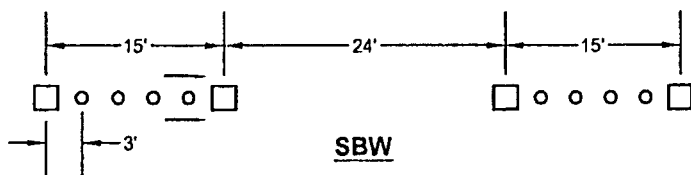
**SSY\***



**DSY**



**SSW**



**SBW**

**LEGEND**

- DSY - DOUBLE SOLID YELLOW
- SSY - SINGLE SOLID YELLOW
- SSW - SINGLE SOLID WHITE
- SBW - SINGLE BROKEN WHITE
- SBY - SINGLE BROKEN YELLOW

- TYPE 2YY REFLECTOR
- TYPE #1 YELLOW TRAFFIC BUTTON
- TYPE #1 WHITE TRAFFIC BUTTON
- TYPE 2WW REFLECTOR
- DIRECTION OF TRAVEL

\* THIS SPACING SHALL BE USED ONLY WHEN THE (SSY) IS USED IN CONJUNCTION WITH THE (SBY)

**NOTES:**

1. ALL PAVEMENT MARKINGS TYPE 1 AND TYPE 2 SHALL MEET THE REQUIREMENTS OF THE APWA/SDOT STANDARD SPECIFICATIONS AND DETAILS.

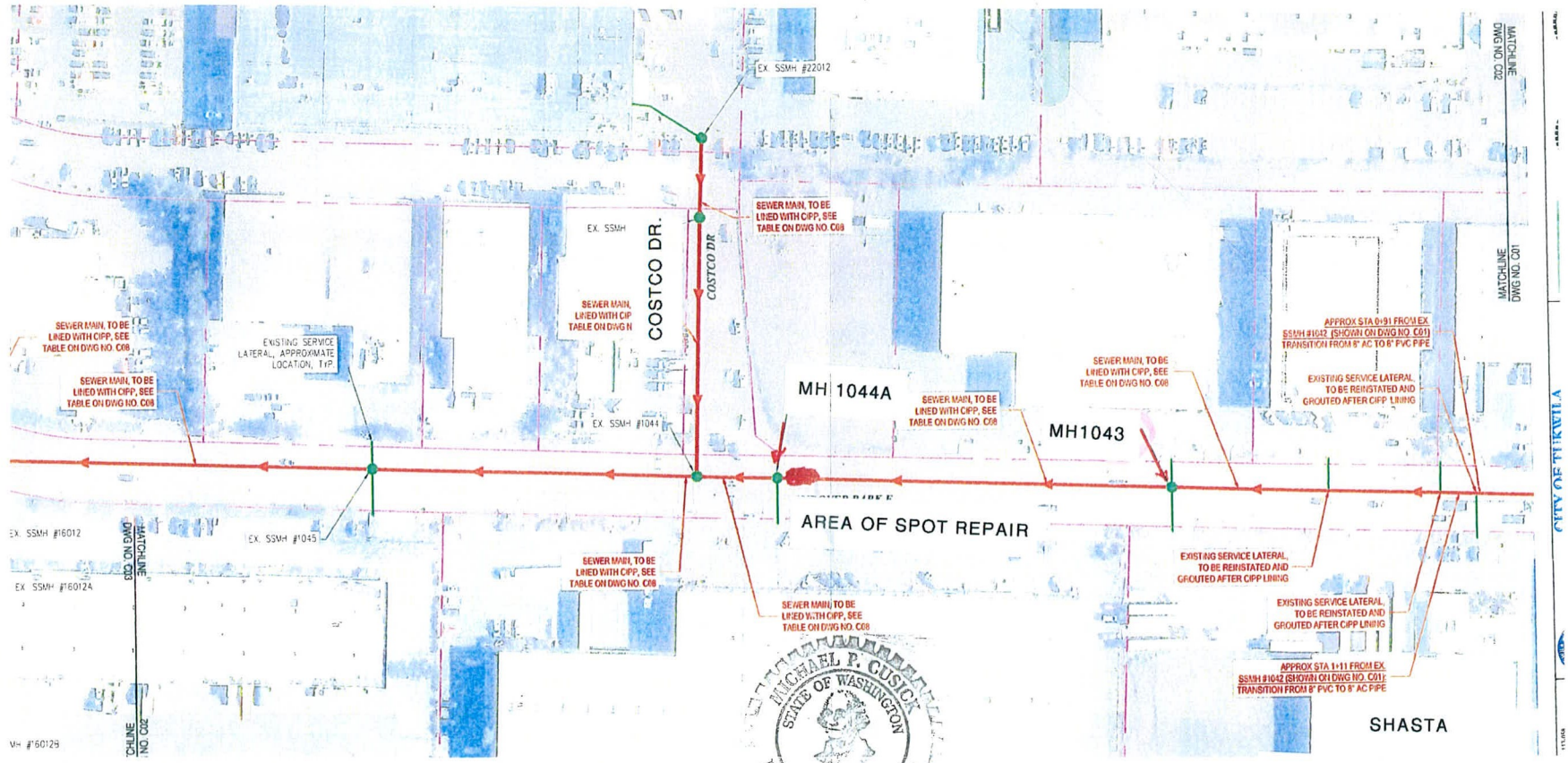
NOT TO SCALE



**City of  
Tukwila**

**RAISED PAVEMENT MARKER**

SHEET:	RS-13
REVISION #1:	08.03
APPROVAL:	B. SHELTON



MICHAEL P. GUSIC  
 STATE OF WASHINGTON  
 38544  
 PROFESSIONAL ENGINEER  
 3/1/16

NTS  
  
 NORTH



**PUBLIC WORKS DEPT.**  
**-ENGINEERING-STREETS-WATER-SEWER-PARKS-BUILDING-**

	by	date
designed	MPC	3/2/16
drawn	MPC	3/2/16
checked		
proj eng		
proj dr		
field bk no		

2016 CBD SANITARY SEWER REHABILITATION

APE SPOT REPAIR 2 NEAR COSTCO DR.

no	date	revisions

1
2

file no \_\_\_\_\_  
 scale \_\_\_\_\_  
 date \_\_\_\_\_

SOUTH 180TH STREET

SHASTA BEVERAGES 1227 ANDOVER PARK EAST

MH 1042  
MH DEPTH 8±

384' EXISTING ASBESTOS 12" SEWER  
ANDOVER PARK EAST

MH 1043  
MH DEPTH 8±

371' EXISTING 12" SEWER  
BETWEEN MH1043 TO MH 1044A

MH 1044A  
MH DEPTH 9±

COSTCO DRIVE

NORTH  
NTS

DIRECT OF FLOW  
OF SEWER

BEGIN SPOT REPAIR AT SOUTH EDGE OF MANHOLE



# PUBLIC WORKS DEPT.

ENGINEERING-STREETS-WATER-SEWER-PARKS-BUILDING

	by	date
designed	MPC	3/2/16
drawn	MPC	2/2/16
checked		
proj eng		
proj dir		
field sk no		

2016 CBD SANITARY SEWER REHABILITATION

APE SPOT REPAIR 2 NEAR COSTCO DR.

no	date	revisions

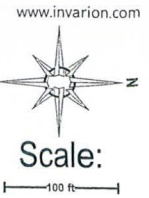
2  
2

file no  
scale  
date

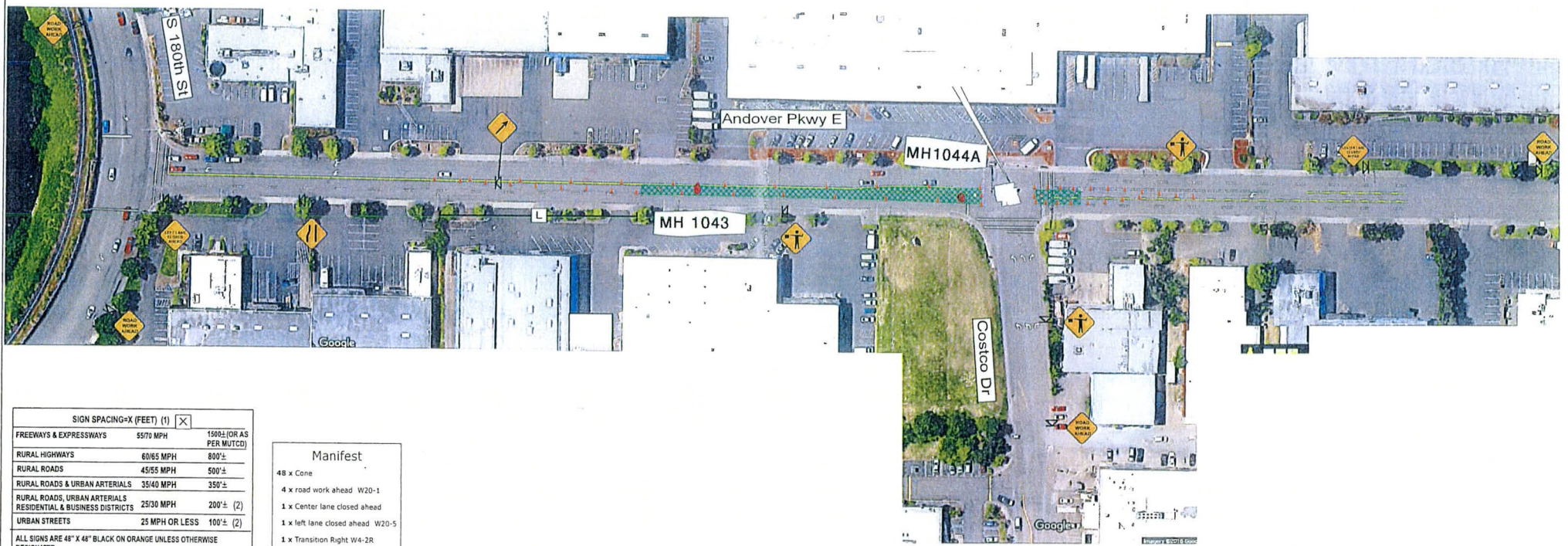
CITY OF TUKWILA



**SPEED  
LIMIT  
35**



- Legend**
- Manhole
  - Work Area
  - ▲ Cone
  - Class B Sign



**SIGN SPACING-X (FEET) (1) X**

FREWAYS & EXPRESSWAYS	55/70 MPH	1500± (OR AS PER MUTCD)
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)

ALL SIGNS ARE 48" X 48" BLACK ON ORANGE UNLESS OTHERWISE DESIGNATED.

- Manifest**
- 48 x Cone
  - 4 x road work ahead W20-1
  - 1 x Center lane closed ahead
  - 1 x left lane closed ahead W20-5
  - 1 x Transition Right W4-2R
  - 1 x Arrow W4-119
  - 3 x Flagger Symbol W20-7a

(1) All spacing may be adjusted to accommodate interchange ramps, at-grade intersections, and driveways.  
 (2) The spacing may be reduced in urban areas to fit roadway conditions

**MINIMUM TAPER LENGTH (L) IN FEET**

Lane Width Feet	Posted Speed (mph)									
	25	30	35	40	45	50	55	60	65	70
10	105	150	205	265	450	500	550			
11	115	165	225	285	495	550	605	660		
12	125	180	245	320	540	600	660	720	780	840

**CHANNELIZING DEVICE SPACING (FEET)**

MPH	TAPER	TANGENT
50/70	40	80
35/45	30	60
25/30	20	40

Date: 2/9/2016 Author: Anthony Stordahl, TCS Phone:(206)372-1452; Email: antstordahl@yahoo.com  
 Anthony Stordahl Consulting, LLC.  
 Comments:

A  
S  
C