



TRANSPORTATION COMMITTEE
MARCH 23, 2016
5:30 P.M.
COUNCIL CHAMBERS

1. **COLLEGE STREET BIKE LANES HISTORY**
MARTIN HOPPE, TRANSPORTATION MANAGER
(VERBAL – NO ATTACHMENT)

2. **MASTER INTERLOCAL AGREEMENT (ILA) WITH THURSTON COUNTY**
TYSON POECKH, Project Manager / Transportation Engineer
(STAFF REPORT ATTACHED)

3. **SCHOOL CROSSWALK FLASHING BEACONS**
MARTIN HOPPE, TRANSPORTATION MANAGER
(VERBAL – NO ATTACHMENT)



TRANSPORTATION COMMITTEE
March 23, 2016

SUBJECT: Master Interlocal Agreement (ILA) with Thurston County

RECOMMENDATION: Motion to Move Master ILA to the full City Council with recommendation to approve.

STAFF CONTACT: Scott Spence, City Manager *SS*
Scott Egger, Public Works Director *SE*
Roger Schoessel, City Engineer *RAS*
Tyson Poeckh, Project Administrator *TP*

ORIGINATED BY: Public Works Department

ATTACHMENTS: 1. [Master Interlocal Agreement](#)
2. [2010 Master Interlocal Agreement](#)

FISCAL NOTE: A budget amendment is not needed. Costs will be billed to individual projects.

PRIOR REVIEW: None

BACKGROUND:

The purpose of the agreement is to allow each agency to make the most efficient use of their resources by enabling them to cooperate by furnishing each other labor, equipment, and materials when needed on a reimbursable basis for roadway maintenance activities or cooperate on joint roadway maintenance and repair projects. The term of the agreement is five years. The maximum amount payable for work to be performed under this agreement is \$300,000 per year. The maximum amount allowed under the previous agreement was \$150,000.

ADVANTAGES:

1. This agreement will facilitate efficient sharing of resources between agencies.

DISADVANTAGES:

1. None

**MASTER INTERLOCAL AGREEMENT
BETWEEN THURSTON COUNTY & CITY OF LACEY**

This Agreement is entered into in duplicate originals this _____ day of _____, 20__ between the CITY OF LACEY a municipal corporation (hereinafter "City"), and THURSTON COUNTY, a municipal corporation (hereinafter "County"), collectively referred to as "parties" and individually as "party", pursuant to RCW 39.34.080.

WHEREAS, it is to the mutual advantage of the County and the City to cooperate as described herein in order to make the most efficient use of their resources to provide services and facilities needed by the citizens residing within their respective jurisdictions; and

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform;

NOW THEREFORE, by virtue of RCW 39.34.080 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**I
GENERAL**

1.0 It is the purpose of the Agreement to permit the parties to make the most efficient use of their resources by enabling them to cooperate by furnishing each other manpower, equipment, and materials when available on a reimbursable basis for roadway maintenance activities or cooperate on joint roadway maintenance and repair projects. This will be done with the understanding that the work of the owner of the requested resources takes first priority.

**II
DURATION**

2.0 This Agreement shall become effective on the date written above and shall remain in effect for five (5) years unless terminated sooner as provided for herein. At the end of the five-year term, this Agreement may be renewed under those terms and conditions mutually agreed to by the parties herein. Prior to commencement, this Agreement shall be filed or posted in accordance with RCW 39.34.040.

**III
REQUEST FOR SERVICES**

3.0 Each request for service shall be submitted by the Public Works Director or designee on behalf of each entity. Each request for service shall be in writing and shall specify the particular service required, the amounts and types of labor, equipment, and material required, the location of the work, the estimated cost of the work, when the work is to be performed, and other information pertinent to the request. Upon receipt of the request, the party which has been requested to supply the service shall indicate their acceptance or rejection of the request, have it signed by their authorized official, and return one (1) copy to the requesting party. The authorized official for Thurston County and City of Lacey is the Director of the Public Works Department or designee. In cases of emergency, the request and approval may be done verbally but must be documented in writing within forty-eight (48) hours of the verbal request. Each accepted request for service shall be incorporated into and become a part of this Agreement.

**IV
PAYMENT**

- 4.0 The parties to this Agreement agree that the party receiving services under this Agreement shall reimburse the party providing the services for their actual direct and related indirect costs. Upon request of the providing party, the party receiving services shall make partial payments to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item.
- 4.1 The maximum amount payable for work to be performed under this Agreement is Three hundred thousand dollars (\$300,000) per calendar year.

**V
RECORDS RETENTION AND AUDIT**

- 5.0 During the progress of the work and for a period not less than six (6) years from the final date of payment, the records and accounts pertaining to the work and accounting therefore are to be kept available for inspection and audit by either party and/or the Federal Government and copies of all records, accounts, documents, or other data pertaining to the work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 6-year retention period.

**VI
CARE AND MAINTENANCE OF EQUIPMENT**

- 6.0 The parties agree that any time a request is made for the use of equipment, the requesting party shall be responsible for the proper care, maintenance, and security of the equipment until the equipment is returned to the owner. Any damage other than normal wear and tear will be the responsibility of the party in possession of the equipment at the time the equipment is damaged.

**VII
RIGHT OF ENTRY**

- 7.0 The parties to this Agreement hereby grant and convey to each other the right of entry upon all land in which the parties have interest, within or adjacent to the right of way of the highway, road, or street for the purpose of accomplishing all work or services requested as part of this Agreement.

**VIII
RELATIONSHIP OF THE PARTIES**

- 8.0 The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. This Agreement is for the benefit of the parties, and no third party beneficiary relationship is intended. No separate legal entity is created by this Agreement. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

**IX
HOLD HARMLESS AND INDEMNIFICATION**

- 9.0 The County shall hold harmless, indemnify and defend the City, its officers, officials, employees and agents, solely for third party claims relating to bodily injury, sickness or death, or real or personal property damage or destruction and loss of use thereof, including costs and attorneys fees in defense thereof, caused by or arising out of the County's negligence in the performance of its obligations under this Agreement.
- 9.1 The City shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, solely for third party claims relating to bodily injury, sickness, or death or real or personal property damage or destruction and loss of use thereof, including costs and attorneys fees in defense thereof, caused or arising out of the City's negligence in the performance of its obligations under this Agreement.
- 9.3 The County's and the City's obligations hereunder shall not extend to bodily injury, sickness or death caused by or arising out of the sole negligence of either party, its officers, officials, employees or agents.
- 9.4 In the event of the concurrent negligence of the parties, the County's and the City's obligations hereunder shall apply only to the percentage of fault attributable to each party, its officers, officials, employees or agents.
- 9.5 The provisions of this Hold Harmless and Indemnification section shall survive the expiration or termination of this Agreement and completion of the request for services.

**X
INSURANCE**

- 10.0 Both parties shall maintain Commercial General Liability or equivalent for bodily injury, personal injury and property damage, subject to limits of not less than \$1,000,000 per loss. The general aggregate limit shall apply separately to this Agreement and be no less than \$2,000,000. Participation in a governmental self-insured risk pool shall fulfill the above stated coverage requirements. An Evidence of Coverage acknowledgement letter from the jurisdictions' risk pools will be provided to each party.
- 10.1 Both parties shall maintain workers' compensation insurance as required by Title 51 RCW, and shall provide evidence of Coverage to each party's Risk Manager or Risk Management Division.
- 10.2 Both parties shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced with written notice mailed to the other party.

**XI
TERMINATION**

- 11.0 Either party may terminate this Agreement upon thirty (30) calendar days prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**XII
LEGAL RELATIONS**

12.0 No liability shall attach to the parties by reason of entering into this Agreement except as expressly provided herein.

**XIII
ADMINISTRATION**

13.0 The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. Wherever written notice is required under this Agreement, such notice shall be provided to the representatives designated below. In the event such representatives are changed, the party making the change shall notify the other party.

The County's representative shall be the County Engineer (9605 Tilley Rd S. Olympia WA 98512, 360-867-2300).

The City's representative shall be the City Engineer (420 College St SE Lacey WA 98503, 360-438-2648).

**XIV
CHANGES, MODIFICATIONS, AND AMENDMENTS**

14.0 This Agreement may be changed, modified, amended or waived only by written agreement executed by an authorized representative of the parties hereto.

**XV
GOVERNING LAW AND VENUE**

15.0 This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington.

**XVI
WAIVER**

16.0 A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**XVII
SEVERABILITY**

17.0 If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

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

Board of County Commissioners
Thurston County, Washington

CITY OF LACEY

Chair

City Manager

Vice-Chair

Commissioner

ATTEST:

ATTEST:

Clerk of the Board

Clerk of CITY OF LACEY

Approved as to form:

Approved as to form:

JON TUNHEIM
PROSECUTING ATTORNEY

By: _____
Deputy Prosecuting Attorney

By: _____
City Attorney

**MASTER INTERLOCAL AGREEMENT
BETWEEN THURSTON COUNTY & CITY OF LACEY**

This Agreement is entered into in duplicate originals this 11 day of May, 2010 between the CITY OF LACEY a municipal corporation (hereinafter "City"), and THURSTON COUNTY, a municipal corporation (hereinafter "County"), pursuant to RCW 39.34.080.

WHEREAS, it is to the mutual advantage of the County and the City to cooperate as described herein in order to make the most efficient use of their resources to provide services and facilities needed by the citizens residing within their respective jurisdictions; and

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform;

NOW THEREFORE, by virtue of RCW 39.34.080 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

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- 4.1 The maximum amount payable for work to be performed under this Agreement is one hundred fifty thousand dollars (\$150,000) per calendar year.

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- 5.0 During the progress of the work and for a period not less than six (6) years from the final date of payment, the records and accounts pertaining to the work and accounting therefore are to be kept available for inspection and audit by either party and/or the Federal Government and copies of all records, accounts, documents, or other data pertaining to the work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 6-year retention period.

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- 9.2 The City shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, solely for third party claims relating to bodily injury, sickness, or death or real or personal property damage or destruction and loss of use thereof, including costs and attorneys fees in defense thereof, caused or arising out of the City's negligence in the performance of its obligations under this Agreement.
- 9.3 The County's obligations hereunder shall not extend to bodily injury, sickness or death caused by or arising out of the sole negligence of the City, its officers, officials, employees or agents.
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- 9.5 In the event of the concurrent negligence of the parties, the County's obligations hereunder shall apply only to the percentage of fault attributable to the County, its officers, officials, employees or agents.
- 9.6 In the event of the concurrent negligence of the parties, the City's obligations hereunder shall apply only to the percentage of fault attributable to the City, its officers, officials, employees or agents.
- 9.7 Survival. The provisions of this section IX. shall survive the expiration or termination of this Agreement and completion of the request for services.

**X
INSURANCE**

- 10.0 Both parties shall maintain Commercial General Liability or equivalent for bodily injury, personal injury and property damage, subject to limits of not less than \$1,000,000 per loss. The general aggregate limit shall apply separately to this Agreement and be no less than \$2,000,000. Participation in a governmental self-insured risk pool shall fulfill the above stated coverage requirements. An Evidence of Coverage acknowledgement letter from the jurisdictions' risk pools will be provided to each party.
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TERMINATION**

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performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. The hold harmless and indemnification provision shall survive the termination of this Agreement and completion of the request for services.

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**XVI
WAIVER**

16.0 A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**XVII
SEVERABILITY**

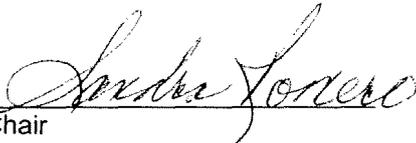
17.0 If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder

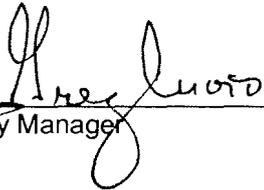
conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

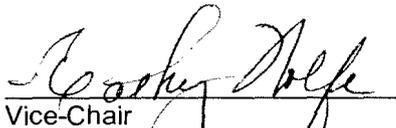
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Board of County Commissioners
Thurston County, Washington

CITY OF LACEY


Chair


City Manager


Vice-Chair


Commissioner

ATTEST:

ATTEST:

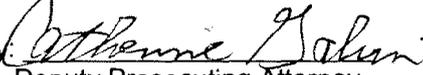

Clerk of the Board

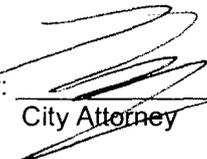

Clerk of CITY OF LACEY

Approved as to form:

Approved as to form:

EDWARD G. HOLM
PROSECUTING ATTORNEY

By: 
Deputy Prosecuting Attorney

By: 
City Attorney

SCOPE OF SERVICES
BETWEEN THURSTON COUNTY
AND CITY OF LACEY

TITLE

City of Lacey 2010 Street Overlay on Rainer Road SE

Lacey Contract No. PW-2010-05
County Road Project No. 46499

PURPOSE

The City and County believe it is to the mutual advantage to cooperate in the City of Lacey 2010 Street Overlay Project on Rainer Road SE as described herein in order to make the most efficient use of agency resources to provide services and facilities needed by the citizens residing within their respective jurisdictions. The purpose of this scope of services is to provide for the work necessary to complete Schedule B of the 2010 Street Overlay Project, which is attached for reference.

SCOPE OF PROJECT

The work shall consist of overlaying a portion of Rainer Road SE, approximately 1,000 feet long by 24 feet wide by 2 inches thick, with Hot Mix Asphalt per City and County standards as shown in the contract plans and specifications. Construction will be completed by a private contractor under contract with the City and accomplished in accordance with the Washington State Department of Transportation 2008 Standard Specifications, APWA Supplement, and City standards.

RESPONSIBILITY OF THE CITY

The City shall:

- 1) Provide all construction inspection and contract administration for the work set out in Schedule B; and
- 2) Arrange a walk-through inspection to be attended by a County Inspector upon completion of the work; and
- 3) Keep accurate records of actual construction costs associated with the project; and
- 4) Invoice the County for the actual cost of the work set out in Schedule B which shall be submitted to the County upon completion of the work.

RESPONSIBILITY OF THE COUNTY

The County shall:

- 1) Reimburse the City for all actual costs associated with the work set out in Schedule B including but not limited to actual labor and equipment costs necessary to provide inspection; and
- 2) Timely pay all invoices submitted by the City for the work provided herein. Invoices shall be paid in full on or before 30 days from the date of submittal; and
- 3) Provide punch list items within ten (10) working days from request by the City. Any contractor delay associated with the County's delay in providing punch list items shall be the County's responsibility.

PROJECT CONTACTS

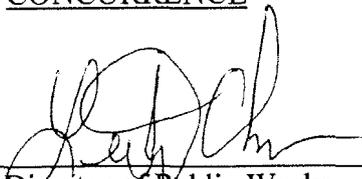
City of Lacey
 Justin Knox, PO Box 3400
 Lacey WA 98509-3400
 360-491-5600
knox@ci.lacey.wa.us

Thurston County
 Diane Sheesley
 9605 Tilley Rd SW
 Tumwater WA 98512
 360-786-5495
sheesld@co.thurston.wa.us

MANNER OF FINANCING

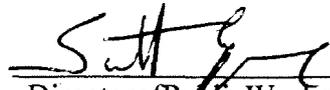
The County shall reimburse the City for the actual costs for the work set out in Schedule B items and actual labor and equipment costs necessary to provide inspection work pursuant to this Agreement.

CONCURRENCE



Director of Public Works
 Thurston County

6-1-10
 Date



Director of Public Works
 City of Lacey

6-15-10
 Date

CITY OF LACEY

2010 Overlay



Project Construction Estimate

Lacey Contract Number:

Prepared By: JHK

Federal Aid Project Number:

Engineer: JHK

WSDOT Contract Number:

Bid Date:

TIB Contract Number:

A Roadway - City

Quantity	Unit	Item ID	Item Description	Unit Price	Extended Price
1	LS	109-010	Mobilization	\$60,000.00	\$60,000.00
1	LS	801-010	Temporary Water Pollution/Erosion Control	\$5,000.00	\$5,000.00
1	LS	110-010	Project Temporary Traffic Control	\$20,000.00	\$20,000.00
3000	HR	110-015	Flaggers and Spotters	\$55.00	\$165,000.00
10	EA	201-052	Tree Root Pruning	\$600.00	\$6,000.00
1	LS	202-030	Removal of Structures and Obstructions	\$40,000.00	\$40,000.00
400	CY	203-030	Roadway Excavation Incl. Haul	\$25.00	\$10,000.00
100	CY	203-095	Extra Excavation Incl. Haul	\$20.00	\$2,000.00
500	CY	203-065	Pond Excavation Incl. Haul	\$5.00	\$2,500.00
350	TN	404-020	Crushed Surfacing Base Course	\$25.00	\$8,750.00
150	TN	404-010	Crushed Surfacing Top Course	\$30.00	\$4,500.00
750	TN	708-025	Bank Run Gravel for Trench Backfill	\$23.00	\$17,250.00
400	TN	708-040	Imported Pipe Bedding	\$25.00	\$10,000.00
150	SY	203-090	Pavement Digout Including Haul	\$35.00	\$5,250.00
2000	SY	504-065	Pavement Repair Excavation Incl. Haul	\$12.50	\$25,000.00
11000	SY	504-070	Planing Bituminous Pavement	\$2.50	\$27,500.00
13000	SY	504-100	Roadway Pulverization	\$3.50	\$45,500.00
1	LS	504-005	Preparation of Existing Surfaces	\$5,000.00	\$5,000.00
1	LS	504-008	Driveway and Shoulder Preparation	\$2,500.00	\$2,500.00
3700	TN	504-032	HMA Cl. 1/2" PG 64-22	\$80.00	\$296,000.00
1000	TN	504-037	HMA for Pavement Repair Cl. 1/2" PG 64-22	\$100.00	\$100,000.00
1	CALC	504-090	Asphalt Cost Price Adjustment	\$1.00	\$1.00
100	TN	504-202	Crushed Rock for Shoulder Grading	\$45.00	\$4,500.00
500	CY	504-205	Topsoil Type A for Shoulder Grading	\$55.00	\$27,500.00
1400	LF	704-050	12 Inch Diameter Storm Sewer Pipe	\$20.00	\$28,000.00
9	EA	705-100	Catch Basin Type 1	\$1,100.00	\$9,900.00
1	EA	705-200	Catch Basin Type 2 - 48 In. Diam.	\$1,500.00	\$1,500.00

Lacey Contract Number:

Prepared By: JHK

Federal Aid Project Number:

Engineer: JHK

WSDOT Contract Number:

Bid Date:

TIB Contract Number:

15	EA	705-322	Raise Manhole to Grade	\$750.00	\$11,250.00
14	EA	705-332	Raise Catch Basin to Grade	\$750.00	\$10,500.00
17	EA	712-312	Raise Valve Box to Grade	\$500.00	\$8,500.00
100	LF	804-042	Cement Conc. Traffic Curb and Gutter	\$50.00	\$5,000.00
12	EA	813-030	Cast-in-Place Monument	\$250.00	\$3,000.00
6	EA	813-040	Monument Case and Cover	\$500.00	\$3,000.00
14	EA	818-010	Relocate Mailbox	\$250.00	\$3,500.00
60	HUND	809-030	Raised Pavement Marker Type 1	\$240.00	\$14,400.00
20	HUND	809-040	Raised Pavement Marker Type 2	\$400.00	\$8,000.00
10	EA	809-069	Raised Pavement Marker Type Solar	\$75.00	\$750.00
500	LF	822-125	Plastic Crosswalk Line	\$12.50	\$6,250.00
65	LF	822-160	Plastic Stop Line	\$20.00	\$1,300.00
23000	LF	822-090	Plastic Line	\$1.25	\$28,750.00
20	EA	822-180	Plastic Traffic Arrow	\$175.00	\$3,500.00
24	EA	822-200	Plastic Traffic Letter	\$75.00	\$1,800.00
2	EA	822-066	Plastic Bicycle Lane Symbol	\$250.00	\$500.00
210	SF	832-020	Modular Block Retaining Wall	\$20.00	\$4,200.00
1	AC	801-041	Seeding, Fertilizing, and Mulching - Lawn Mix	\$2,500.00	\$2,500.00
5	EA	802-894	Quercus Garryana (White Oak)	\$200.00	\$1,000.00
5	EA	802-879	Pinus Contorta 'Contorta' (Shore Pine)	\$200.00	\$1,000.00
1	LS	806-030	Lawn and Landscape Restoration	\$5,000.00	\$5,000.00
1	MC	104-100	Minor Change	\$10,000.00	\$10,000.00

Schedule A Subtotal: \$1,062,851.00

Schedule A Tax Rate (%): 0.00 Tax: \$0.00

Schedule A Total: \$1,062,851.00

Lacey Contract Number:
 Federal Aid Project Number:
 WSDOT Contract Number:
 TIB Contract Number:

Prepared By: JHK
 Engineer: JHK
 Bid Date:

B Roadway - County

Quantity	Unit	Item ID	Item Description	Unit Price	Extended Price
1	LS	109-010	Mobilization	\$2,000.00	\$2,000.00
1	LS	110-010	Project Temporary Traffic Control	\$1,000.00	\$1,000.00
50	HR	110-015	Flaggers and Spotters	\$50.00	\$2,500.00
7	CY	203-030	Roadway Excavation Incl. Haul	\$25.00	\$175.00
7	TN	404-020	Crushed Surfacing Base Course	\$25.00	\$175.00
14	TN	404-010	Crushed Surfacing Top Course	\$30.00	\$420.00
310	TN	504-032	HMA Cl. 1/2" PG 64-22	\$80.00	\$24,800.00
1	MC	104-100	Minor Change	\$5,000.00	\$5,000.00
Schedule B Subtotal:					\$36,070.00
Schedule B Tax Rate (%): 0.00 Tax:					\$0.00
Schedule B Total:					\$36,070.00

Project Summary

Contract Subtotal:	\$1,098,921.00
Contract Total Tax:	\$0.00
Contract Total:	\$1,098,921.00
Preliminary Engineering:	\$82,419.08
Construction Engineering:	\$82,419.08
Contingencies:	\$109,892.10
City Furnished Materials:	\$0.00
Other:	\$0.00
Project Total:	\$1,373,651.25