



OLYMPIA, WASHINGTON

**REQUEST FOR BIDS
PROJECT 1620**

VEHICLE MAINTENANCE PIT CONSTRUCTION

REQUEST FOR BIDS (RFB) RELEASE DATE:

September 9, 2016

PRE-BID MEETING AND SITE VISIT:

Date: September 15, 2016

Time: 10:00 a.m., Pacific Time (PT)

Location: 526 Pattison Street SE, Olympia, WA 98501

QUESTION/CLARIFICATION/APPROVED EQUALS DEADLINE:

Date: September 20, 2016

Time: 5:00 p.m. (PT)

BID DUE DATE AND TIME:

Date: September 26, 2016

Time: 10:00 a.m. (PT)

CONTACT PERSON:

Katie Cunningham

Procurement Coordinator

(360) 705- 5837

kcunningham@intercitytransit.com

LEGAL ADVERTISEMENT

**REQUEST FOR BIDS (RFB)
VEHICLE MAINTENANCE PIT CONSTRUCTION**

**INTERCITY TRANSIT
PROJECT 1620**

Intercity Transit, the public transportation provider in Thurston County, Washington, is seeking Bids from qualified firms interesting in providing modifications to the vehicle maintenance pit at the Intercity Transit Pattison base, including removal and disposal of existing stairs and grating, and installation of steel plating, in accordance with the Plans, specifications, and provisions provided in the solicitation.

The Engineer's Estimate is \$63,000 to \$77,000.

Solicitation documents for this project are available online through Builder's Exchange of Washington, Inc. at <http://www.bxwa.com> and Washington's Electronic Business Solution at <https://fortress.wa.gov/ga/webs/>. All work performed for this project will be subject to Washington State prevailing wage rates.

An optional Pre-Bid Meeting will be held on September 15, 2016 at 10:00 a.m. in the Board Room at Intercity Transit, 526 Pattison St. SE, Olympia, WA 98501.

Sealed Bids are due no later than September 26, 2016 at 10:00 a.m. (PT).

Please contact Katie Cunningham, Procurement Coordinator, by phone at (360) 705-5837 or email at kcunningham@intercitytransit.com with any questions regarding this solicitation.

PUBLISHED IN: The Olympian
 Daily Journal of Commerce
 Builder's Exchange of Washington (BXWA)
 Washington's Electronic Business Solution (WEBS)
 Office of Minority and Women's Business Enterprises (OMWBE)

PROJECT ENGINEER CERTIFICATION

For Construction of:

**Vehicle Inspection Pit Modifications
Project #1620**

As the Engineer in direct responsible charge of developing Contract Special Provisions, I certify the following Special Provisions have been developed or incorporated into this project under my supervision or as a result of certified specifications provided by other licensed professionals.


DIVISION 6 - STRUCTURES

6- 03 Steel Structures

6- 07 Painting

DIVISION 9 -MATERIALS

9- 08 Paints and Related Materials



Scott E. Kuebler, PE, SE
Principal



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SECTION 1 - INTRODUCTION

1.1 PURPOSE

Intercity Transit (Transit), the public transportation provider in Thurston County, Washington, is issuing this Request for Bids (RFB) in order to establish a Contract for Vehicle Maintenance Pit Construction Project 1620. The successful Contractor will provide modifications to the vehicle maintenance pit at the Intercity Transit Pattison base including removal and disposal of existing stairs and grating, and installation of steel plating, in accordance with the Plans, specifications, and provisions provided herein.

Transit reserves the right to add or remove requirements to meet the operational and strategic objectives of the agency in implementing the requirements of this project.

1.2 BACKGROUND

Intercity Transit is the leader, major advocate, and primary source of public transportation in Thurston County. As such, Transit is charged to balance several important functions: providing primary transportation for people without an alternative, including those with a physical or mental disability; offering high-quality alternative transportation for people with options; providing a stimulant to economic growth; serving as a partner in building livable communities; and, being a ready resource able to respond to community emergencies. In order to better serve the community, Transit has determined a need for more usable working space in its Maintenance Facility through the addition of steel plating and related modifications, which will allow Transit to subsequently install new vehicle lift and alignment equipment. These modifications will create more usable working space while maintaining the versatility of the vehicle maintenance pit's current usage.

1.3 SCOPE OF WORK

The Awarded Contractor will provide modifications to Intercity Transit's vehicle maintenance pit located at 526 Pattison Street SE, Olympia, Washington 98501, in accordance with the Plans provided in [Attachment A](#) and the specifications and provisions provided herein. The work consists of, but is not limited to, removal and disposal of existing stairs and grating, and installation of steel plating as follows:

- i. Removal of an approximately 5-foot tall flight of stairs including, steel stringers and steel grating treads;
- ii. Removal of approximately 250 square-feet of steel grating; and
- iii. Installation of approximately 375 square-feet of anti-slip textured, galvanized steel plating.

The Engineer's Estimate is \$63,000 to \$77,000.

A. ANTICIPATED PROJECT SCHEDULE

Transit expects to award the Contract resulting from this RFB in approximately October 2016. Transit anticipates that the work as described above should begin in approximately November 2016.

B. DELIVERABLES

All deliverables provided by the Awarded Contractor as a result of this solicitation are subject to Transit’s approval and acceptance.

C. LICENSES, PERMITS, AND REGULATIONS

Contractor must be licensed to do business by both Washington State and the City of Olympia per [Chapter 5.02](#) of the Olympia Municipal Code. It is the Contractor’s responsibility to obtain, or retain in good standing, all required trade and business licenses and documentation. In order to perform work on site, the Contractor must comply with the requirements of the permit application process and any other requirements as set forth by the City of Olympia. Transit will obtain building permit(s) and provide them to Contractor prior to work commencing. Contractor will be responsible for complying with any construction related permit conditions and coordinating all required inspections.

D. CHANGES MADE DURING WORK

Changes made during the job must be submitted in writing to Transit and must be approved by Transit’s representative prior to the Contractor implementing any changes. The letter must state: (1) a detailed description of the change; (2) detailed information describing any additional costs (or credits) involved; and (3) detailed information describing the effect of the changes on the project schedule, if any.

E. GUARANTEE OF WORK

The Awarded Contractor warrants and guarantees to Transit that all work for this project shall be in accordance with the Contract and Solicitation Documents and will not be defective. Transit will give notice of all defects to the Contractor for correction. The Awarded Contractor shall remedy any defects in the work performed in execution of the Contract. The Awarded Contractor shall guarantee against failure due to defective materials or workmanship for a period of one (1) year from the date of final acceptance of the work completed for this project unless a longer period is specified.

F. GENERAL REQUIREMENTS

The work for this project will occur at Transit’s fully functioning Maintenance and Administrative Facilities. The Awarded Contractor will coordinate all site visits, access, and work areas required for construction related activities and use with Transit’s Project Manager to ensure minimal impact on Transit’s routine daily operations and provision of public transportation services.

The Awarded Contractor will work in conjunction with Transit’s Project Manager and any other identified Transit personnel to ensure that the services are provided in accordance with industry standards and best practices.

Transit utilizes an Environmental and Sustainability Management System ([ESMS](#)) to help reduce its operation’s environmental impact, protect valuable resources, ensure regulation compliance, and encourage innovation. The Awarded Contractor will comply with Transit’s ESMS and may be required to demonstrate its compliance ability upon Transit’s request.

SECTION 2 – GENERAL INFORMATION

2.1 CONTACT INFORMATION

Until a Contract is awarded, all questions and communications concerning this project and Solicitation must be addressed to the Procurement Coordinator listed below. Transit considers all oral communication unofficial and non-binding. Bidders should rely only on written statements issued by the Procurement Coordinator.

Procurement Coordinator: Katie Cunningham
Email Address: kcunningham@intercitytransit.com
Address: Intercity Transit
526 Pattison SE
Olympia, WA 98501

2.2 ANTICIPATED PROCUREMENT SCHEDULE

The activities and dates listed below represent the anticipated procurement schedule. Transit reserves the right to change the schedule. Transit will post any changes to the Pre-Bid Meeting and Site Visit or Bid Due Date and Time on Builder’s Exchange of Washington (BXWA) at <http://www.bxwa.com> and Washington’s Electronic Business Solution (WEBS) at <https://fortress.wa.gov/ga/webs/>.

Procurement Activity	Date and Time (Pacific Time)
RFB Release	September 9, 2016
Pre-Bid Meeting and Site Visit	September 15, 2016 – 10:00 a.m.
Questions and Requests for Clarifications or Approved Equals Due	September 20, 2016 – 5:00 p.m.
Bid Due Date and Time	September 26, 2016 – 10:00 a.m.
Anticipated Contract Award Date	October 5, 2016

2.3 PRE-BID MEETING AND SITE VISIT

Transit will hold an optional Pre-Bid Meeting and Site Visit at the time and date identified below. While attendance is not mandatory, Bidders are encouraged to attend. This meeting will provide prospective Bidders an opportunity to seek clarification and raise concerns related to the Solicitation. Each prospective Proposer is obligated to raise pertinent issues during this meeting. If interpretations, specifications, or other Solicitation concerns warrant a change or clarification as a result of the meeting, the Procurement Coordinator will do so by issuing an Addenda posted on [BXWA](#) and [WEBS](#).

Pre-Bid Meeting/Site Visit Date: September 15, 2016
Pre-Bid Meeting/Site Visit Time: 10:00 a.m. (PT)
Pre-Bid Meeting/Site Visit Location: Intercity Transit Administration Facility
526 Pattison Street SE, Olympia, WA 98501

2.4 DOCUMENT AVAILABILITY

Solicitation Documents may be accessed on-line through [BXWA](#) or [WEBS](#). Bidders are responsible to download the Solicitation Documents from one (1) of these systems.

If accessing the Solicitation Documents through BXWA, Bidder is responsible to register in BXWA and download the documents. To access the documents, click on: "Posted Projects", "Public Works", "Public Agencies: Intercity Transit". Interested Bidders are encouraged to "Register for this Project" at BXWA in order to be placed on the plan holder's list and receive automatic email notification of Solicitation Addenda. Contact Builders Exchange of Washington at (425) 258-1303 if you require assistance with accessing, downloading, or printing the Solicitation documents.

If accessing the Solicitation Documents through WEBS, Bidder is responsible to register in WEBS and download the Solicitation Documents. Contact WEBS customer service at (360) 902-7400 or WEBSCustomerService@des.wa.gov if you require assistance with the WEBS registration process or need help accessing the Solicitation Documents.

Transit will post Addenda or any schedule changes on BXWA and WEBS. Bidders are responsible to check the system from which the Bidder downloaded the Solicitation Documents from for updates and to obtain any Addenda related to this Solicitation. Failure to do so may result in the submission of a Bid that is inconsistent with most the current information and may result in Bid rejection

2.5 EXAMINATION OF DOCUMENTS

Bidder must thoroughly examine all Solicitation Documents, including but not limited to, the RFB, Solicitation Standards, Sample Contract, Bid Submittal Document, Plans, any other material referenced or incorporated herein, and any Addenda. Submission of a Bid constitutes acknowledgment upon which Transit may rely that the Bidder has thoroughly examined all Solicitation Documents.

Bidder's failure or neglect to receive or examine any of the Solicitation Documents, statutes, ordinances, regulations and permits will in no way relieve the Bidder from any obligations with respect to the Bid or any resulting Contract.

Transit will reject claims for additional compensation based upon a lack of knowledge or misunderstanding of any of the Solicitation Documents, statutes, ordinances, regulations, permit requirements, or other materials referenced or incorporated in this RFB.

2.6 BIDDER QUESTIONS AND REQUESTS FOR CLARIFICATIONS

Bidder questions and/or requests for clarification regarding this RFB will be allowed consistent with the respective dates specified in the Anticipated Procurement Schedule. All Bidder questions and/or requests for clarification must be submitted in writing via email to the Procurement Coordinator. It is at Transit's sole discretion to accept or reject any request for changes.

Transit will provide official written responses to Bidder questions received by the respective deadlines. Bidders will not rely on any oral statements or conversations, whether at the Pre-Bid Meeting or otherwise, with Transit representatives for questions or clarifications regarding this RFB. Verbal responses to questions and/or clarifications will be considered unofficial and non-binding. Only written responses posted to BXWA and

WEBS in the form of an Addendum will be considered official and binding. All such Addenda will become part of the Solicitation and any awarded Contract.

If no requests for clarification are received, Transit will construe that the Bidder intends to comply with the Solicitation Documents in their entirety.

2.7 REQUESTS FOR APPROVED EQUALS

Bidder requests for approved equals or deviation from the scope of work and technical specifications are due no later than the date and time identified in the Anticipated Procurement Schedule. All approved equal requests must be submitted in writing via email to the Procurement Coordinator. It is at Transit's sole discretion to accept or reject any approved equal request.

Each request must provide adequate technical information to allow Transit to make an informed decision. Transit reserves the right to deny requests which lack sufficient information. Bidders will not rely upon any oral statements or conversations, whether at the Pre-Bid Meeting or otherwise, with Transit representatives regarding approved equals or deviations regarding this RFB. Transit will review all timely requests for approved equals or deviations and issue solicitation Addenda as necessary to document request approval or rejection.

If no requests for approved equals or deviation are received, Transit will conclude that the Bidder intends to fully comply with all scope of work and specifications listed herein.

2.8 WAGES AND LABOR PROVISIONS

The Contract resulting from this Solicitation is subject to Chapter 39.12 RCW, and amendments and regulations, relating to Washington State prevailing wages, benefits, and other requirements.

The Awarded Contractor, each Subcontractor, and any other person doing any work under the Contract resulting from this Solicitation must pay laborers, workmen or mechanics not less than the prevailing rate of wage for an hours work in the same trade or occupation in the Washington State locality where such labor is performed. Washington prevailing wage rates are available at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Bidders may also obtain a copy of the current Prevailing Wage Rate Publication by written request to the Procurement Coordinator, or may review the Publication located at the Intercity Transit Procurement Office.

The Awarded Contractor must comply with State and Federal determinations. In the event of a discrepancy between Federal and State rates and requirements, the Awarded Contractor will comply with the higher rates and more stringent requirements. The cost of such compliance shall be deemed included in the Contract Price. No claim for additional compensation due to lack of knowledge, misinterpretation of requirements, or failure to include adequate wage increases in Bid pricing will be allowed. Federal wage rate information is available at <http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm>.

The Awarded Contractor is responsible to ensure proper wages are paid and the appropriate documentation is submitted to Transit. Wages and benefits higher than the minimums required by law may be paid. In the event wage rates and benefits change during the Contract term, the Awarded Contractor will bear the cost of changes and will not have any claim against Transit on account of such changes.

2.9 RETAINAGE

In accordance with RCW 60.28.011, Transit will retain five (5) percent of the total Contract amount. Retained amounts will be remitted to the Contractor upon receipt of a certified copy of Affidavit of Wages Paid for the Contractor and each subcontractor, final acceptance by Transit of work performed, receipt of all necessary releases, and after any other requirements are met.

2.10 SOLICITATION STANDARDS

The Solicitation Standards document has been included as [Appendix B](#).

This document contains important information for Bidders applicable to this Solicitation. The terms and conditions provided in the Solicitation Standards document apply directly to, and are incorporated by reference, into this Solicitation and the Contract resulting from this Solicitation. As such, Bidders do not need to attach this document with their Bid. It is the Bidder's responsibility to read and fully understand the details of all items contained herein prior to Bid submittal.

2.11 CONTRACT TERMS AND NEGOTIATION

A Sample Contract has been included as [Appendix C](#). Intercity Transit expects the final Contract signed by the successful Bidder to be substantially the same as the Contract located in Appendix C. Bidder's submission of a Response to this Solicitation constitutes acceptance of these Contract requirements.

The foregoing should not be interpreted to prohibit either party from proposing additional Contract terms and conditions during negotiation of the final Contract.

2.12 INCORPORATION OF DOCUMENTS INTO CONTRACT

A Bid submitted in response to this Solicitation is an offer to contract with Transit. This Solicitation document, all incorporated documents, any subsequent Addenda, and the successful Bidder's Response will be incorporated into the resulting Contract.

SECTION 3 – BID SUBMITTALS

Respond to the following requirements in this section.

3.1 BID SUBMITTAL REQUIREMENTS

Bidder must complete and provide the following information (1-6) on the forms provided in [Appendix A](#), Bid Submittal Document. Incomplete or vague Responses may be considered non-responsive and may be rejected. All documents that include a signature block must be signed by the authorized party(ies). Failure to complete and submit all items listed in this section may disqualify the Bidder from further participation in this RFB.

1. Bidder Acknowledgements

The Bidder Acknowledgements must be signed by the Bidder's Authorized Representative. Bidder must complete the acknowledgement of Addenda receipt box(es) by filling the Addenda number fields for each Solicitation Addenda issued, and complete the signature box information on the Bidder Acknowledgements page.

2. Bidder Information

Bidder must complete the Bidder Profile, Bidder Authorized Representative, Bidder Qualifications, Certified DBE and SBE Status, and Bidder Signature sections. Bidder may attach additional sheets if necessary.

3. Bid Guaranty Bond

The Bid must be accompanied by a Bid Guaranty Bond, using the form provided in the Bid Submittal Document, or a form containing provisions substantially similar to those in the Transit's form. The form must be duly completed by (i) a guaranty company authorized to conduct business in Washington State, or, (ii) a certified or cashier's check, payable to Intercity Transit in an amount not less than five (5) percent of the base Bid, drawn upon a banking institution with a branch office in Washington State. The signing Surety must be registered with the Washington State Insurance Commissioner. The Surety's name shall appear in the current Washington State Authorized Insurance Company List published by the Office of the Insurance Commissioner.

The amount payable to Transit under the Bid Guaranty Bond, or the certified or cashier's check and the amount thereof, will be forfeited to Transit in the event that the Bidder fails or neglects to furnish, execute and deliver the required performance bond and evidences of insurance, and enter into, execute and deliver the agreement on the form provided in the Solicitation Documents to Transit within ten (10) days after being notified in writing by Transit that the award has been made to and the agreement is ready for execution by the Bidder.

As soon as practicable after Bid opening, Transit will return Bid guaranties submitted with Bids which will not be considered for award. All other Bid guaranties will be held until the Contract has been fully executed; after which they will be returned to each respective Bidder. If Transit upholds a Bidder's claim of error, the Bidder's Bid guaranty will be returned with Transit's final determination on the claim of error.

4. Subcontractor Information

Bidder is instructed to complete the Subcontractor Information section if the Bidder intends on utilizing Subcontractors. If Bidder does not intend to use Subcontractors, the Bidder is not required to complete this section of the Bid Submittal Document. If no information is entered, Transit will assume that Subcontractors will not be used.

Transit will accept Bids that include third party involvement only if the Bidder submitting the Bid agrees to take complete responsibility for all actions of such Subcontractors. Bidder must disclose the use of any Subcontractor(s) in their Bid.

If applicable, Bidder will identify all Subcontractors who will perform services in fulfillment of Contract requirements, including their name, the nature of services to be performed, address, telephone, email, federal tax identification number (TIN), Washington State Unified Business Identifier (UBI), and DBE or SBE certification status. Transit reserves the right to approve or reject any and all Subcontractors that Bidder proposes. Any Subcontractors not listed in the Bidder's Response, who are engaged after award of the Contract, must be pre-approved, in writing, by Transit before providing services under the Contract.

5. References

Bidder must submit a **minimum of three (3)** references for which the Bidder has provided services similar to those described herein.

Through this submission, Bidder grants permission to Transit to independently contact the references at the Transit's convenience. Transit reserves the right to obtain and consider information from other sources concerning a Bidder, such as Bidder's capability and performance under other contracts, the qualification of any Subcontractor identified in the Bid, Bidder's financial stability, past or pending litigation, and other publicly available information.

6. Bid Pricing

Bidder must complete and submit the Bid Pricing Section and Bidder's Signature. Bidder may attach additional sheets if necessary.

Prices will be in U.S. dollars. Bidders will extend unit pricing as required. In the event of an error in the extension of prices, the unit price will prevail.

Bid Prices must include everything necessary for the procurement of the Contract, execution and completion of the work, and fulfillment of the Contract. This includes but is not limited to, furnishing of all materials, delivery costs, equipment, tools, labor and services, Bid preparation costs, Contract management costs and administrative costs, except as may be provided otherwise in the solicitation documents.

All applicable taxes which the Awarded Contractor is required to pay, including retail sales or use taxes, must be included in the Bidders proposed price(s) for the work under the Awarded Contract. No adjustments will be made in the amount to be paid by Transit under the Awarded Contract due to any misunderstanding by or lack of knowledge of the Bidder/Contractor as to liability for, or the amount of, any taxes for which the Bidder/Contractor is liable or responsible by law or under the Awarded Contract or because of any increases in tax rates imposed by any Federal, State or local government.

No payments in advance or in anticipation of goods or services to be provided under any resulting Contract will be made. Contractor will only be compensated for performance delivered and accepted by Transit.

All Bid prices will remain firm for a minimum of sixty (60) Calendar Days from the Bid due date.

3.2 SUBMITTAL INSTRUCTIONS

Bidder will submit their complete Bid in the following manner:

A. Bid: Bidder must complete and submit all sections of the Bid Submittal Document, provided as [Appendix A](#), as their Bid. One (1) hard copy of the Bidder's complete Bid must be received by Intercity Transit on or before the **Bid Due Date and Time** set forth in Section 2.2, Anticipated Procurement Schedule.

1. *Hard Copy:* The hard copy Bid should be submitted on 8.5" x 11" white paper in a bound format that allows the pages to lie fully flat when open.

B. Delivery of Bid: The Bid must be delivered as follows:

1. Enclose the entire hard copy Bid in a sealed single envelope or container and label as follows:

**BID - DO NOT OPEN
PROJECT 1620 - VEHICLE MAINTENANCE PIT CONSTRUCTION**

**Intercity Transit
Attn: Katie Cunningham
526 Pattison Street SE
Olympia, WA 98501**

2. Ensure delivery to Transit at the address provided in Item B.1 above on or before the Bid due date and time. The telephone number for shipping purposes is (360) 705-8585.

C. Time of Receipt: Time of receipt will be determined by the date and time the Bid is received by Transit's Administrative Office Receptionist. Bidder accepts all risks of late delivery regardless of fault or chosen method of delivery.

Bids are to be submitted in the format described in this Solicitation. No oral, faxed, e-mailed or telephone Bids or modifications will be accepted or considered. All Bids and any accompanying documentation become the property of Transit and will not be returned.

3.3 LATE BIDS

Any Bid received after the exact time specified for Bid due date and time will not be accepted and will be returned unopened. The exact time is designated as the date and time received by Transit's Administrative Office Receptionist. Bidder accepts all risk of late delivery regardless of fault.

3.4 BID OPENING

Transit will publicly open Bids at its Administrative Building at the Bid Due Date and Time specified in Section 2.2, Anticipated Procurement Schedule. Any time after the public bid opening, bidders may obtain a list of Bidders and Bid prices by written request to the Procurement Coordinator.

Transit reserves the right to postpone the Bid Due Date and Time at any time prior to the date and time specified in Section 2.2.

3.5 PROGRESS AND COMPLETION

Progress and completion of the work must comply with all stated requirements. The submission of a Bid shall constitute the Bidder's acknowledgment that timely progress and completion requirements are accounted for in the Bidder's pricing.

3.6 BIDDER RESPONSIVENESS

Bidder must respond to each question/requirement contained in this RFB. Failure to demonstrate to Transit that your firm meets RFB requirements and/or comply with any applicable item may result in the Response being deemed non-responsive and disqualified from further consideration.

Transit, at its sole discretion, reserves the right to consider the actual level of Bidder's compliance with Solicitation requirements, accept or reject any and all Bids received, waive any irregularities or minor informalities, to accept any items or combination of items, and to request additional information required to fully evaluate a Bid.

SECTION 4 – EVALUATION AND AWARD

4.1 BID EVALUATION AND AWARD

Bids will be evaluated by Transit to determine the lowest responsive responsible Bidder and which Bid, if any, should be accepted by Transit. Transit in its sole discretion reserves the right, but without obligation, to waive informalities and irregularities.

1. Responsiveness. Transit will consider all material submitted by the Bidder to determine whether the Bidder's offering is in compliance with the Solicitation Documents.
2. Responsibility. Transit will consider all material submitted by the Bidder, and evidence it may obtain otherwise, to determine whether the Bidder, its key personnel, and proposed Subcontractors have the qualifications and experience to successfully complete projects of this type.
3. Price. The lowest bid price(s) offered for the goods and services listed.

Within sixty (60) Calendar Days after the opening of Bids, Transit will either accept a Bid, reject all Bids, or take such other action as may be in its best interest. Transit reserves the right to request extension of the Bid acceptance period. Bid acceptance will be followed by a written notice of award of contract.

4.2 BIDDER QUALIFICATIONS

In accordance with RCW 39.04, Bidder must meet the following criteria to be considered responsible Bidder and qualified for a Public Works Contract award. The Bidder must:

- a. Have a certificate of registration in compliance with Chapter 18.27 RCW at the time of Bid submittal;
- b. Have a current Washington State unified business identifier (UBI) number;
- c. If applicable, have industrial insurance coverage for its employees working in Washington State as required in Title 51 RCW;
- d. If applicable, have an employment security department number as required in Title 50 RCW;
- e. If applicable, have a Washington State excise tax registration number as required in Title 82 RCW; and
- f. Not be disqualified from Bidding on any Public Works Contract under RCW 39.06.010 or 39.12.065(3).

In accordance with RCW 39.06, a Public Works Contractor must verify responsibility criteria for each first tier Subcontractor, and a Subcontractor of any tier that hires other Subcontractors must verify responsibility criteria for each of its Subcontractors. Verification shall include that each Subcontractor, at the time of subcontract execution, meets the responsibility criteria outlined above and possesses an electrical Contractor license, if required by RCW 19.28, or an elevator Contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must be included in every Public Works Contract and subcontract of every tier. This shall in no way release the Contractor from its obligations under the Contract and Solicitation Documents. The Contractor shall be fully responsible to Transit for the acts and omissions of its Subcontractors. Nothing contained herein shall create any contractual relationship between Transit and any Subcontractor.

4.3 EXECUTION OF CONTRACT AND NOTICE TO PROCEED

The successful Bidder will execute the final Contract in duplicate and return to Transit, together with the evidences of insurance, within ten (10) Business Days of its receipt. After execution by Transit, one (1) original signed Contract will be returned to the Awarded Contractor.

Transit reserves the right to issue a Notice to Proceed at any time up to sixty (60) Calendar Days following execution of the Contract by Transit. Work under the Contract will begin within ten (10) Calendar Days following the Notice to Proceed date.

4.4 PRE-CONSTRUCTION MEETING

The Awarded Contractor may be required to attend a pre-construction meeting, scheduled by the Procurement Coordinator, with Transit, the Engineer, local agencies, and other interested parties to discuss Contract performance requirements. The time and place of this meeting will be scheduled following Contract award.

4.5 PERFORMANCE AND PAYMENT BOND

The Awarded Contractor will furnish a performance and payment bond, on the form provided as [Appendix D](#), in the amount of 100% of the Contract price as security for the faithful performance of the work, including the payment of all persons furnishing materials and performing labor on the work, and all payments arising from the performance of the work due Washington State pursuant to Titles 50 and 51 RCW. Such bond must be executed by a duly licensed Surety company registered with the Washington State Insurance Commissioner.

SECTION 5 - AMENDMENTS TO STANDARD SPECIFICATIONS

INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2016 Standard Specifications for Road, Bridge, and Municipal Construction.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following Amendments to the Standard Specifications are made a part of this Contract and supersede any conflicting provisions of the Standard Specifications. For informational purposes, the date following each Amendment title indicates the implementation date of the Amendment or the latest date of revision.

Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references which do not apply to this particular project.

1-02.AP1

Section 1-02, Bid Procedures and Conditions

April 4, 2016

1-02.4(1) General

The first sentence of the last paragraph is revised to read:

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business on the Tuesday preceding the Bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

1-02.9 Delivery of Proposal

The last sentence of the third paragraph is revised to read:

The Contracting Agency will not open or consider any Proposal when the Proposal or Bid deposit is received after the time specified for receipt of Proposals or received in a location other than that specified for receipt of Proposals unless an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received.

The following new paragraph is inserted before the last paragraph:

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of Bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

1-02.12 Public Opening of Proposals

This section is supplemented with the following new paragraph:

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be opened at the time indicated in the call for Bids the time specified for opening of Proposals will be deemed to be extended to the same time of day on the first work day on which the normal work processes of the Contracting Agency resume.

1-06.AP1

Section 1-06, Control of Material

January 4, 2016

This section is supplemented with the following new section and subsections:

1-06.6 Recycled Materials

The Contractor shall make their best effort to utilize recycled materials in the construction of the project; the use of recycled concrete aggregate as specified in Section 1-06.6(1)A is a requirement of the Contract.

The Contractor shall submit a Recycled Material Utilization Plan as a Type 1 Working Drawing within thirty (30) Calendar Days after the Contract is executed. The plan shall provide the Contractor's anticipated usage of recycled materials for meeting the requirements of these Specifications. The quantity of recycled materials will be provided in tons and as a percentage of the Plan quantity for each material listed in Section 9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material. When a Contract does not include Work that requires the use of a material that is included in the requirements for using materials the Contractor may state in their plan that no recycled materials are proposed for use.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT Form 350-075 Recycled Materials Reporting.

1-06.6(1) Recycling of Aggregate and Concrete Materials

1-06.6(1)A General

The minimum quantity of recycled concrete aggregate shall be 25 percent of the total quantity of aggregate that is incorporated into the Contract for those items listed in Section 9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material that allow the use of recycled concrete aggregate. The percentage of recycled material incorporated into the project for meeting the required percentage will be calculated in tons based on the quantity of recycled concrete used on the entire Contract and not as individual items.

If the Contractor's total cost for Work with recycled concrete aggregate is greater than without the Contractor may choose to not use recycled concrete aggregate. When the Contractor does not meet the minimum requirement of 25 percent recycled concrete aggregate for the Contract due to costs or any other reason the following shall be submitted:

1. A cost estimate for each material listed in Section 9-03.21(1)E that is utilized on the Contract. The cost estimate shall include the following:
 - a. The estimated costs for the Work for each material with 25 percent recycled concrete aggregate. The cost estimate shall include for each material a copy of the price quote from the supplier with the lowest total cost for the Work.
 - b. The estimated costs for the Work for each material without recycled concrete aggregate.

The Contractor's cost estimates shall be submitted as an attachment to the Recycled Materials Reporting form.

1-07.AP1

Section 1-07, Legal Relations and Responsibilities to the Public April 4, 2016

1-07.1 Laws to be Observed

In the second to last sentence of the third paragraph, "WSDOT" is revised to read "Contracting Agency".

1-07.2(2) State Sales Tax: WAC 458-20-170 – Retail Sales Tax

The last three sentences of the first paragraph are deleted and replaced with the following new sentence:

The Contractor (Prime or Subcontractor) shall include sales or use tax on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project, in the unit Bid prices.

1-07.9(2) Posting Notices

Items 1 and 2 are revised to read:

1. EEOC - P/E-1 (revised 11/09, supplemented 09/15) – **Equal Employment Opportunity IS THE LAW** published by US Department of Labor. Post for projects with federal-aid funding.
2. FHWA 1022 (revised 05/15) – **NOTICE Federal-Aid Project** published by Federal Highway Administration (FHWA). Post for projects with federal-aid funding.

Items 5, 6 and 7 are revised to read:

5. WHD 1420 (revised 02/13) – **Employee Rights and Responsibilities Under The Family and Medical Leave Act** published by US Department of Labor. Post on all projects.
6. WHD 1462 (revised 01/16) – **Employee Polygraph Protection Act** published by US Department of Labor. Post on all projects.
7. F416-081-909 (revised 09/15) – **Job Safety and Health Law** published by Washington State Department of Labor and Industries. Post on all projects.

Items 9 and 10 are revised to read:

9. F700-074-909 (revised 06/13) – **Your Rights as a Worker in Washington State** by Washington State Department of Labor and Industries (L&I). Post on all projects.
10. EMS 9874 (revised 10/15) – **Unemployment Benefits** published by Washington State Employment Security Department. Post on all projects.

1-08.AP1

Section 1-08, Prosecution and Progress January 4, 2016

1-08.1(1) Prompt Payment, Subcontract Completion and Return of Retainage Withheld
In item number 5 of the first paragraph, “WSDOT” is revised to read “Contracting Agency”.

1-09.AP1

Section 1-09, Measurement and Payment April 4, 2016

1-09.6 Force Account

The second sentence of item number 4 is revised to read:

A “specialized service” is a work operation that is not typically done by worker classifications as defined by the Washington State Department of Labor and Industries and by the Davis Bacon Act, and therefore bills by invoice for work in road, bridge and municipal construction.

SECTION 6 – PROJECT SPECIAL PROVISIONS

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road and Municipal Construction*, 2016 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (AWPA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as amended or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

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

6-03 STEEL STRUCTURES

(xxxxx)

6-03.3(7) Shop Plans

This section is replaced with the following:

The Contractor shall submit for review (3) hard copies, or electronic copies, of all shop detail plans for fabricating the steel. These shall be provided to Intercity Transit. No material shall be fabricated until the shop plans have been reviewed by Intercity Transit. Shop plans shall be of large enough scale and sufficient quality to be clear and legible.

6-07 PAINTING

(xxxx)

6-07.2 Materials

Add the following section to list of sections:

Anti-Slip Surface Treatment 9-08.9

9-08 PAINTS AND RELATED MATERIALS

(xxxx)

9-08.9 Anti-Slip Surface Treatment

Anti-slip surface treatment shall cover 100% of the substrate material consisting of a random hatch matrix with a surface hardness between 55-63 on the Rockwell “C” scale and a surface to substrate bond strength of at least 4,000 psi. The anti-slip surface shall have a minimum coefficient of friction of 0.8. Anti-slip surface treatment shall be as manufactured by SlipNOT Metal Safety Flooring or approved equal.

APPENDIX A – BID SUBMITTAL DOCUMENT

SUBMITTAL INSTRUCTIONS

Bidder must complete and submit all sections of Appendix A, Bid Submittal Document, as their Bid. Please follow these instructions carefully.

The Bid must include all completed sections of this Appendix A as listed below:

1. Bidder Acknowledgements
2. Bidder Information
3. Bid Guaranty Bond
4. Subcontractor Information
5. References
6. Bid Pricing

Bidder will submit their complete Response in the following manner:

- A. Bid:** Bidder must complete and submit all sections of this Bid Submittal Document as their Bid. One (1) hard copy of the Bidder’s complete Bid must be received by Intercity Transit on or before the **Bid Due Date and Time** set forth in Section 2.2, Anticipated Procurement Schedule.
1. *Hard Copy:* The hard copy Bid should be submitted on 8.5” x 11” white paper in a bound format that allows the pages to lie fully flat when open.
- B. Delivery of Bid:** The Bid must be delivered as follows:
1. Enclose the entire hard copy Bid in a sealed single envelope or container and label as follows:
BID – DO NOT OPEN
PROJECT 1620 – VEHICLE MAINTENANCE PIT CONSTRUCTION
Intercity Transit
Attn: Katie Cunningham
526 Pattison Street SE
Olympia, WA 98501
 2. Ensure delivery to Transit at the address provided in Item B.1 above on or before the Bid due date and time. The telephone number for shipping purposes is (360) 705-8585.
- C. Time of Receipt:** Time of receipt will be determined by the date and time the Bid is received by Transit’s Administrative Office Receptionist. Bidder accepts all risks of late delivery regardless of fault or chosen method of delivery.

Bids are to be submitted in the format described in this Solicitation. No oral, faxed, e-mailed or telephone Bids or modifications will be accepted or considered. All Bids and any accompanying documentation become the property of Transit and will not be returned.

BIDDER ACKNOWLEDGEMENTS
Vehicle Maintenance Pit Construction – RFB 1620
Issued by Intercity Transit

Having carefully examined all requirements and terms and conditions identified in this Request for Bids (RFB), the undersigned, as Bidder, declares to that I/we have examined all of the solicitation documents and that we will contract with Intercity Transit (Transit), on the Contract form provided, to perform all work necessary for fulfillment of RFB 1620, Vehicle Maintenance Pit Construction and the resulting Contract, at the prices and on the terms and conditions contained herein.

I/We certify, under penalty of perjury, that this is not a sham or collusive Bid, nor made in the interest or on behalf of any person not herein named. I/We have not directly or indirectly induced or solicited any Bidder on the above work, or suppliers to put in a sham Bid, nor any other person or corporation to refrain from bidding. I/We have not in any manner sought by collusion to secure advantage over any other Bidders.

I/We agree that our Bid constitutes an offer to Transit, which shall be binding for a minimum of sixty (60) Calendar Days from the Bid opening date. If our Bid is accepted, we agree to sign the Contract form and furnish the payment and performance bond on the form contained herein and evidences of insurance required herein within ten (10) Calendar Days after receipt from Transit of written contract award notice.

I/We certify that we are, at the time of submitting this Bid and shall remain throughout the period of the Contract, registered and licensed by the state of Washington to perform the type of work required under the solicitation documents. We further certify that we are skilled and regularly engaged in the general class and type of work call for in the solicitation documents.

I/We further agree, if our Bid is accepted and a Contract is awarded by Transit, to plan and prosecute the work with such diligence that the work and portions thereof shall be completed and ready for use within the period set forth.

I/We acknowledge receipt of addenda numbers _____ through _____ and have been taken into account as part of our Bid.

I/We certify that we:

- a. Have examined the work site and all existing conditions;
- b. Fully understand the manner in which payment is proposed;
- c. Propose to furnish all labor, equipment, and materials required to perform and complete specified work within the time fixed;
- d. Will observe the national, Washington State, and local codes;
- e. Have a valid Washington State Contractor’s license and a current registration with the Washington State Department of Labor & Industries;
- f. Have the insurance coverage required for this Contract; and
- g. Are current in payment of industrial insurance premiums.

The following information is accurate to the best of our knowledge. Any required documentation has been attached separately. We understand that failure to complete this form in its entirety may deem our Bid “Non-Responsive”. If our business is not required to have one of the following items, we have attached a letter explaining why.

Bidder Signature

Company Name

Title

Date

BIDDER INFORMATION

Bidder Profile:

Bidder must provide the following:

Firm Name	
DBA Name (if applicable)	
Street Address	
City, State, Zip Code	
Federal Tax ID Number	

Bidder Authorized Representative:

Bidder must designate an Authorized Representative who will be the principal point of contact for the Procurement Coordinator for the duration of this RFB process. Bidder's Authorized Representative will serve as the focal point for business matters and administrative activities.

Representative Name _____

Street Address _____

City, State, Zip _____

Telephone Number _____

Email Address _____

Bidder Qualifications:

Bidder must provide the following:

WA State UBI No.	
DUNS No.	
WA State Contractor Registration No.	
WA State Employment Security Dept. No.	
WA State Excise Tax Registration No.	
WA State Worker's Comp Account No. <i>(If you do not have an account, please explain why)</i>	
WA State L&I Debarred Contractor <i>(If "yes", your firm is not qualified to bid on this project)</i>	<p>Is your firm disqualified from bidding on Public Works contracts in WA?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Certified DBE and SBE Status:

Intercity Transit gathers the following Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) information for reporting purposes. Bidder is instructed to check the applicable boxes and enter associated certification numbers, as applicable, below:

Not Applicable

DBE Certification #: _____

SBE Certification #: _____

Bidder Signature:

The signatory below represents that he/she has the authority to bind the company named below to the Bid submitted and any Contract awarded as a result of this Solicitation. The authorized signatory acknowledges having read and understood the entire Solicitation and agrees to comply with the terms and conditions of the Solicitation in submitting and fulfilling the offer made in its Bid. By submitting this Bid, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this Solicitation.

Bidder Signature

Printed Name

Title

Date

Telephone

Email

BIDDER GUARANTY BOND

KNOW ALL BY THESE PRESENTS: That we, _____, as Principal, and _____, as Surety, are jointly and severally held and firmly bound unto INTERCITY TRANSIT, hereinafter called the Oblige, each in the penal sum of five percent (5%) of the Base Bid price of the Principal for the work, this sum not to exceed _____ DOLLARS (\$ _____) of lawful money of the United States, for the payment whereof unto the Oblige, the Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of
Project 1620 - Vehicle Maintenance Pit Construction

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the Contract, and if the Principal, within the time specified in the Bid for such Contract, fulfills all of the requirements of the Contract Documents which are conditions precedent to the execution of the agreement, enters into, executes and delivers to the Oblige an agreement on the form provided herein complete with evidences of insurance, and if the Principal, within the time specified in the Bid, gives to the Oblige the performance bond on the form provided herein, then this obligation shall be void; otherwise, the Principal and Surety will pay unto the Oblige the difference in money between the total amount of the Bid of the Principal and the amount for which the Oblige legally contracts with another party to fulfill the Contract if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety and the Oblige and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this ____ day of _____, 2016.

Principal: _____	Surety: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
City/Zip: _____	City/Zip: _____
Telephone: _____	Telephone: _____
Witness: _____	Witness: _____

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make execute, seal and deliver this Bid guaranty bond.

SUBCONTRACTOR INFORMATION

Check the applicable box:

Yes No Bidding firm intends on utilizing subcontractors to fulfill the service requirements outlined in RFB 1620, Vehicle Maintenance Pit Construction.

Contractor will be required to perform all work under this Contract using his/her own employees carried on payroll or by using Subcontractors. Where subcontractors are used in the performance of the Contract, Bidder will indicate as required with the Response. Contractor will be held responsible for all work performed or not performed by the subcontractor(s). Subcontractor(s) will be required to bill through the Contractor.

If revisions are required in the subcontract assignment, new parties are to be proposed in advance of assignment, in writing to the Transit Procurement Coordinator and Contract Administrator.

If applicable, Bidder will identify below all subcontractors who will perform services in fulfillment of Contract requirements, including their name, the nature of services to be performed, address, telephone number, email address, federal tax identification number (TIN), Washington State Unified Business Identifier (UBI), and DBE or SBE certification status:

Subcontractor 1

Name: _____
 Services: _____
 Address: _____
 Telephone: _____
 Email: _____
 Fed ID: _____
 UBI: _____
 Certified DBE: Yes No
 Certified SBE: Yes No

Subcontractor 2

Name: _____
 Services: _____
 Address: _____
 Telephone: _____
 Email: _____
 Fed ID: _____
 UBI: _____
 Certified DBE: Yes No
 Certified SBE: Yes No

Subcontractor 3

Name: _____
 Services: _____
 Address: _____
 Telephone: _____
 Email: _____
 Fed ID: _____
 UBI: _____
 Certified DBE: Yes No
 Certified SBE: Yes No

Subcontractor 4

Name: _____
 Services: _____
 Address: _____
 Telephone: _____
 Email: _____
 Fed ID: _____
 UBI: _____
 Certified DBE: Yes No
 Certified SBE: Yes No

REFERENCES

Bidder must provide a minimum three (3) references for which the Bidder has provided goods and services similar to those described in this Solicitation. References must not be from an individual, company or organization with any special interest, financial or otherwise, to the Bidder.

Reference 1

Company Name: _____
Type of Organization:* _____
Contact Name: _____
Job Title: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Email: _____
Brief Reference
Project Description: _____

Reference 2

Company Name: _____
Type of Organization:* _____
Contact Name: _____
Job Title: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Email: _____
Brief Reference
Project Description: _____

Reference 3

Company Name: _____
Type of Organization:* _____
Contact Name: _____
Job Title: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Email: _____
Brief Reference
Project Description: _____

Reference 4

Company Name: _____
Type of Organization:* _____
Contact Name: _____
Job Title: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Email: _____
Brief Reference
Project Description: _____

*Type of Organization -Municipality, Public Agency, Etc.

BID PRICING

Transit has the right to contract based on the total Bid or a portion thereof. Transit has the right to correct obvious mathematical errors. The price shall be shown clearly in figures. The Bid amount shall include applicable taxes. Bidders are warned against making erasures or alterations of any kind, and Bids which contain omissions, erasures or irregularities of any kind may be rejected. Any qualification, addition, limitation or provision attached to a Bid may render the Bid non-responsive.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1 2-02.5	Removal of Structure and Obstruction, per lump sum	1 Lump Sum	\$ _____	\$ _____
2 6-03.5	Structural Carbon Steel, per lump sum	1 Lump Sum	\$ _____	\$ _____
Bid (Subtotal Items Nos. 1-2)			\$ _____	
8.8% Sales Tax (Items Nos. 1-2)			\$ _____	
GRAND TOTAL (Bid, and Sales Tax)			\$ _____	

I/We, the Bidder, propose to perform the work under the terms and conditions contained herein for the Contract Total price set forth above.

Signature of Bidder

Firm

BID EVALUATION AND CONTRACT AWARD

In accordance with the provisions of these Solicitation Documents, Bids will be evaluated to determine the lowest Total Bid offered by a responsive, responsible Bidder. A Contract will be awarded, if at all, based on the lowest Total Bid proposed by a responsive, responsible Bidder. Transit reserves the right to reject any portion of any Bid and/or to reject all Bids. Transit further reserves the right, but without obligation, to waive informalities and irregularities.

APPENDIX B – SOLICITATION STANDARDS

This Appendix contains the Standard Definitions, Instructions to Bidders and Terms and Conditions. This Appendix does not need to be submitted, however Bidders are instructed to be familiar with it as it governs this Solicitation and will be incorporated into the resulting Contract.

1. DEFINITIONS

This section contains definitions of terms commonly used in Solicitations conducted by Intercity Transit.

Agency	Intercity Transit (Transit).
Amendment or Addendum	A change to a legal document. For the purposes of a Solicitation document, an amendment is a unilateral change issued by Transit, at its sole discretion.
Authorized Representative	An individual designated by the Proposer to act on its behalf with the authority to legally bind the Proposer concerning the terms and conditions set forth in Solicitation and Proposal documents.
Bid	A sealed written offer to provide materials, supplies, services, and/or equipment in reply to a Request for Bids (RFB).
Bidder	A Vendor who submits a Bid in reply to a Solicitation
Business Days	Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the Intercity Transit, unless otherwise specified within the Solicitation document.
Calendar Days	Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When “days” are not specified, Calendar Days will prevail.
Contract	All types of agency agreements, regardless of what they may be called, for the procurement of supplies, services or construction.
Contractor	Any person having a contract with Intercity Transit.
Procurement Coordinator	The individual authorized by Transit who is responsible for conducting a specific Solicitation.
RCW	Revised Code of Washington
Responsible	The ability, capacity, and skill to perform the Contract or provide the service required, including, but not limited to the character, integrity, reputation, judgment, experience, and efficiency of the Proposer. Further considerations may include, but are not limited to, whether the Proposer can perform the Contract within the time specified, the quality of performance of previous contracts or services, the previous and existing compliance by the Proposer with laws relating to the Contract or services and such other information as may be secured having a bearing on the decision to award the Contract.

Responsive	A Bid or Proposal that meets all material terms of the Solicitation document.
Response	A Bid or Proposal
Solicitation	The process of notifying prospective Bidders that Transit wants competitive Bids or Proposals for furnishing specified materials, supplies, services, and/or equipment. Also includes reference to the actual documents used for that process, including: the Invitation For Bids (IFB) or Request For Proposals (RFP) or Request for Qualifications (RFQ), along with all attachments and exhibits.
Subcontractor	A person or business that is, or will be, providing or performing an essential aspect of the Contract under the direction and responsibility of the Contractor.
Vendor	A provider of materials, supplies, services, and/or equipment.

2. AMENDMENTS

Transit reserves the right to amend this Solicitation at any time before the Bid due date and time. Amendments may be for any reason deemed necessary by Transit including, without limitation, changes in quantity, quality, delivery requirements, due date, procedures, baseline technical requirements, statement of work requirements, or selection criteria.

All amendments will be posted on [BXWA](#) and [WEBS](#). It is the Bidder's sole responsibility to periodically check the system the Bidder downloaded the Solicitation Documents from for addenda related to this Solicitation.

If there is any conflict between amendments, or between an amendment and the original Solicitation document, whichever document was issued last in time shall be controlling.

3. BID CLARIFICATION

Transit will make the sole determination of clarity and completeness in the Bids relative to any of the provisions in this Solicitation. Transit reserves the right to require clarification, additional information and materials in any form relative to any or all of the provisions or conditions of this Solicitation.

To aid in the Response evaluation process, after Response due date and time, Transit may require individual Bidders to appear at a date, time and place determined by Transit for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature and scope of contractual requirements. In no manner shall such action be construed as negotiations or an indication of Transit's intention to award.

4. BID COSTS

Bidder is solely liable for any and all costs associated with preparing, submitting or presenting a Bid in response to this Solicitation. Transit is not liable for any cost incurred by the Bidder in the process of responding to this Solicitation.

5. BID DEADLINE POSPTPONEMENT

Transit reserves the right to postpone the due date and time of Bids at any time prior to the Bid due date and time.

6. BID OWNERSHIP

All Bids and materials submitted in response to this Solicitation will become the property of Transit. Information in each Bid will be shared with Transit employees and other persons involved in Bid evaluation. Transit will have the right to use ideas or adaptations of ideas that are presented in the Bid. Selection or rejection of the offer will not affect this right.

7. BID REJECTION

Transit reserves the right to reject any Bid for any reason including, but not limited to, the following:

- A. Any Bid which is incomplete, obscure, irregular or lacking necessary detail and specificity;
- B. Any Bid which contains figures (price, percentage or others) that are not legible or subject to more than one interpretation;
- C. Any Bid from Bidder(s) who (in the sole judgment of Transit) lack the qualification and/or responsibility necessary to perform the work properly;
- D. Any Bid for which a Bidder fails or neglects to complete and submit any qualification information within the time specified by Transit; and
- E. Any Bid submitted by a Bidder who is not registered or licensed as may be required by the laws of the state of Washington.

Transit further reserves the right to reject any or all Bids, to waive any irregularities or informalities in any response to the Solicitation, and to accept any items or combination of items. In consideration for Transit's review and evaluation of its Bid, the Bidder waives and releases any claims against Transit arising from rejection of any or all Bids.

8. BID WITHDRAWAL OR MODIFICATION

A modification of a Bid already received will be considered only if the modification is received prior to the Bid due date and time. All modifications shall be made in writing, executed and submitted in the same form and manner as the original Bid. Notwithstanding the above, a late modification of an otherwise successful Bid that makes its terms more favorable to Transit may be considered at any time it is received and may be accepted.

Bidders may withdraw their Bid by written request to the Procurement Coordinator. The withdrawal request must be received by the Procurement Coordinator prior to Bid due date and time. Bids may be withdrawn in person by the Bidder or an Authorized Representative, if the representative's identity is made known and the representative signs a receipt for the Bid before the Bid due date and time.

No Bidder may withdraw a Bid after the Bid due date and time, or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60) Calendar Days from the Bid due date and time. Transit reserves the right to request that Bidders grant an extension of such effective period.

No consideration shall be given by Transit to a claim of error in a Bid unless written notice of such claim and supporting evidence of such claim, including cost breakdown sheets, are delivered to Transit within forty-eight (48) hours after the opening of Bids. Any review by Transit of a Bid and/or any review of such a claim of error (including supporting evidence) creates no duty or liability on Transit to discover any other error or mistake, and the sole liability for any Bid errors rests with the Bidder.

9. COLLUSION

If Transit determines that collusion has occurred among Bidders, none of the Bids of the participants in the collusion will be considered. Transit's determination shall be conclusive.

10. ENVIRONMENTAL MANAGEMENT AND SUSTAINABILITY PRACTICES

Transit is a founding signatory with Gold Level recognition for the American Public Transportation Association Sustainability Commitment. Our Environmental and Sustainability Policy directs compliance with all environmental laws and regulations, policy communication to all employees and those working our behalf, pollution prevention, incorporation of sustainability practices in all operations, and maintaining an ISO14001 Certified Environmental and Sustainability Management System.

Transit is committed to implementing core processes which set the basis for environmental, social, and economic sustainability. Transit administers these practices on an ongoing basis with a commitment to continual improvement. In the event the results of this solicitation may impact Transit's sustainability commitments, Bidders may be required to provide relevant information about the goods or services being procured. Bidders may be required to demonstrate their ability to comply with Transit's environmental management and sustainability practices.

The Awarded Contractor must review, complete, and sign Transit's Contractor Management Environmental Activities manual prior to starting work. Transit will provide a copy of this manual to Bidder upon request.

11. ENVIRONMENTAL POLLUTION PREVENTION AND PUBLIC NATURAL RESOURCES PRESERVATION

The Successful Bidder will comply with applicable portions of the following statutes, ordinances and regulations and such other regulatory measures dealing with the prevention of environmental pollution and the preservation of public natural resources as may be subsequently identified by Transit or other public agencies as applicable to the work.

- A. Federal. Natural Environmental Policy Act of 1969, 42 USC 4321 et seq.; Executive Order 11514; Clean Water Act, 33 USC 1251 et seq.
- B. State. Water Pollution Control Act, Chapter 90.48 RCW; State Environmental Policy Act of 1971, Chapter 43.21C RCW and WAC Chapter 1997-10; Noise Control Act of 1974, Chapter 70.107 RCW; Washington Clean Air Act, Chapter 70.94 RCW and WAC Chapter 1; Shoreline Management Act of 1971, Chapter 90.58 RCW.
- C. Regional. Any applicable Air Pollution Control District regulations.
- D. Thurston County. Any applicable County ordinances and regulations.
- E. Local. Any applicable City ordinances and regulations.

12. INSURANCE

The Successful Bidder is required to obtain insurance to protect Transit should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Bidder or its Subcontractor(s), or their agents, while performing work under the terms of any Contract resulting from this Solicitation. Bidders will find a complete description of the specific insurance requirements in the Sample Contract document located in Appendix C of the Solicitation document.

13. MINORITY, WOMEN, DISADVANTAGED AND SMALL BUSINESS ENTERPRISES

Intercity Transit is committed to maximum utilization of minority, women, and disadvantaged businesses enterprises (DBE), and small businesses enterprises (SBE) whether included in these categories or not. All businesses are encouraged to respond.

All interested firms are reminded to provide all potential business partners an equal, non-discriminatory opportunity to compete for business as joint venture partners or subcontractors. Intercity Transit is interested in firms that demonstrate a commitment to equal employment opportunity and encourages firms to employ a workforce that reflects the region's diversity and to adhere to non-discrimination provisions in federal and state laws.

For more information on how to become certified as a disadvantaged business enterprise (DBE) or small business enterprise (SBE), please contact the Office of Minority and Women's Business Enterprises (OMWBE) at www.omwbe.wa.gov, call (360) 753-9693, or mail an inquiry to OMWBE at PO Box 41160, Olympia, WA 98504-1160.

Intercity Transit does not set contract specific DBE or SBE participation goals.

14. NO COSTS OR CHARGES

Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Bidder.

15. NO OBLIGATION TO CONTRACT

This Solicitation does not obligate Transit to contract for the service(s) or product(s) specified. Transit reserves the right to cancel or reissue this Solicitation in whole or in part, for any reason, prior to Contract award.

16. POLICY COMPLIANCE

Transit does not permit alcohol, drugs and weapons on Transit property. Tobacco products must only be used in designated areas. Contractor is responsible to ensure that all employees and any Subcontractors assigned to work on Transit property are aware of and comply with these policies.

17. PROJECT PERSONNEL

Bidder represents that it has, or will obtain, all personnel necessary to perform the services required under this Solicitation. All services required under this Solicitation will be performed by the Bidder, its employees, agents, representatives, or authorized Subcontractors. Upon Contract award, Contractor will not change assigned project personnel or subcontractors without prior Transit approval.

18. PROTEST PROCEDURES

Protests shall be filed and resolved in accordance with following procedure:

- A. **Right to Protest.** Any actual or prospective Bidder, including subcontractors and suppliers showing a substantial economic interest in this project, who is aggrieved in connection with the solicitation or award of this project, shall file a protest with the Intercity Transit General Manager. A protest with respect to a Request for Qualifications and Qualifications shall be submitted in writing prior to the established Bid due date and time unless the aggrieved person did not know the facts giving rise to such protest prior to Bid date. The protest shall be submitted within seven (7) Calendar Days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protester is not satisfied with the solution of the General Manager, a written protest may be filed with the Intercity Transit Authority. Protests filed more than seven (7) Calendar Days following the receipt of the General Manager's written determination will not be accepted.
- B. **Stay of Procurements During Protests.** In the event of a timely protest under subsection 1 of this Section, the General Manager shall not proceed further with the solicitation or award of the Contract until all administrative and judicial remedies have been exhausted or until the Intercity Transit Authority makes a determination on the record that the award of a Contract without delay is necessary to protect substantial interests of Transit.
- C. **Entitlement of Costs.** In addition to any other relief, when a protest is sustained and the protesting Bidder should have been awarded the Contract under the solicitation, but is not, then the protesting Bidder shall be entitled to the reasonable costs incurred in connection with the solicitation, including preparation costs, other than attorney's fees.
- D. **Process.** In order to be considered, a protest shall be in writing and shall include:
 1. The name and address of the aggrieved person;
 2. The project number and title under which the protest is submitted;
 3. A detailed description of the specific grounds for protest and any supporting documentation; and
 4. The specific ruling or relief requested.

The written protest will be addressed to Intercity Transit, 526 Pattison Street SE, Olympia, WA 98501, Attention: General Manager Bid Protest. Failure to comply with these protest procedures shall render a protest untimely or inadequate and may result in rejection thereof by Transit.

The Federal Transit Administration (FTA) may entertain a protest that alleges that Transit failed to have or follow written protest procedures. Such protest must be filed with FTA not later than five (5) days after Transit renders a final decision or five (5) days after the protester knows or has reason to know that Transit has failed to render a final decision. A protest to FTA must be filed in accordance with FTA Circular 4220.1F (as periodically updated).

19. SINGLE BID RECEIVED

If Transit receives a single responsive, responsible Bid, Transit shall have the right, in its sole discretion, to extend to the Bid acceptance period for an additional forty-five (45) days and to conduct a price or cost analysis on such Bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by Transit to assist in such analysis. By conducting such analysis, Transit shall not be obligated to accept the single Bid. Transit reserves the right to reject such Bid or any portion thereof.

20. WORK SITE INSPECTION

Bidder must understand and inspect the work location(s). Interested Bidders may visit the location during the scheduled Pre-Bid Meeting and Site Visit. By signing its Bid, Bidder is accepting the work conditions. The Awarded Contractor will be responsible to complete all required work in accordance with the Solicitation and Contract Documents. If during the course of or as a result of the inspection and examination, a Bidder finds facts or conditions which appear to conflict with the letter or spirit of the Solicitation and Contract Documents, or with any other data or material made available to the Bidder relating to the work, the Bidder will promptly notify Transit in writing and request additional information and explanation before submitting a Bid.

APPENDIX C - SAMPLE CONTRACT

Transit expects the final Contract signed by the successful Bidder to be substantially the same as this Contract. This document does not need to be submitted, however Bidders are instructed to be familiar with it.

**INTERCITY TRANSIT
CONTRACT NO. 1620
FOR
VEHICLE MAINTENANCE PIT CONSTRUCTION**

THIS CONTRACT is made and entered into in duplicate this ____ day of _____, 2016 by and between Intercity Transit, a Washington municipal corporation, hereinafter referred to as "Transit", and the below named company, hereinafter referred to as "Contractor", for the purpose of providing modifications to the vehicle maintenance pit at the Intercity Transit Pattison base.

Contractor:

Authorized Rep:

Address:

Phone:

Email:

Federal TIN:

WA State UBI No.:

1. RECITALS

WHEREAS, Transit desires to have certain services and/or tasks performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient Transit resources are not available to provide such services; and

WHEREAS, Contractor represents that Contractor is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services and/or tasks set forth in this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, Transit and Contractor agree as follows:

2. PURPOSE

The purpose of this Contract is to enter into an agreement for modifications to Intercity Transit's vehicle maintenance pit located at 526 Pattison Street SE, Olympia, Washington 98501. This project includes, but is not limited to, removal and disposal of existing stairs and grating, and installation of steel plating as follows:

- i. Removal of an approximately five-foot tall flight of stairs, including steel stringers and steel grating treads;
- ii. Removal of approximately 250 square-feet of steel grating; and
- iii. Installation of approximately 375 square feet of anti-slip textured, galvanized steel plating.

3. SCOPE OF WORK AND SPECIFICATIONS

A. Contractor will perform such services and comply with the requirements set forth in this Contract document, including furnishing all materials and equipment necessary to complete the Vehicle Maintenance Pit Construction Project No. 1620, as identified in the following attached Exhibits which are incorporated by reference:

1. Request for Bids (RFB) 1620, Released September 9, 2016 attached as Exhibit A
2. RFB Addenda (if applicable), released [DATE], attached as Exhibit B
3. Contractor's Response to RFB 1620 dated [DATE], attached as Exhibit C

B. In the case of any inconsistency between the Contractor's Response to RFB 1620 and the Scope of Work and Specifications described herein, the latter shall control.

4. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The work to be performed under this Contract will commence within ten (10) Calendar Days from the date Transit issues the Notice to Proceed to Contractor. Subject to authorized adjustments, Contractor shall complete all work within eight (8) weeks. Within this work period, Contractor shall be on-site at Transit's facility for a maximum of two (2) weeks. If said work is not completed within the time specified, Contractor agrees to pay to Transit the sum as calculated per the formula in Section 1-08.9 of the Standard Specifications for each and every day said work remains uncompleted after expiration of the specified time, as liquidated damages. Transit shall not be responsible for delays caused by weather, soil conditions, underground obstructions, labor disputes, fire, flood, delays by third parties, particularly public and private utilities, or reasonable foreseen delays.

5. CONTRACT SUM

Transit will reimburse the Contractor for satisfactory completion for the performance of the work, subject to additions and deductions by Change Order as specified in this Contract, in a maximum amount not to exceed \$XXXX, as described herein.

7. PROGRESS PAYMENTS

- A. Contractor may request monthly progress payments based upon the amount of work completed as required by the Scope of Work and Specifications of Exhibit A. Each request for a progress payment will include:
 - 1. The period of time covered by the request for payment.
 - 2. A list of the tasks completed during the period of time.
- B. If Contractor fails to comply with any terms or conditions of this Contract or to provide, in any manner, the work or services agreed to in this Contract, Transit may withhold any payment due the Contractor until Transit is satisfied that corrective action, as specified by Transit, has been completed. This right is in addition to, and not in lieu of, Transit's right to terminate this Contract and seek remedies as provided in Section 32, Termination.

8. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, shall be paid by Transit to the Contractor when the work has been completed and accepted by Transit, and the Contract fully performed. Release of retainage shall not occur until Transit has received a certified copy of Affidavit of Wages Paid for the Contractor and each Subcontractor, final acceptance by Transit of work performed, receipt of all necessary releases including a certificate from the Washington State Department of Revenue showing that all Contract related taxes have been paid, and after any other requirements are met.

9. CONTRACTOR COMMITMENTS

Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor.

10. BILLING PROCEDURES

- A. Payments for services and materials provided under this Contract will be made on not more than a monthly basis, following the full performance and acceptance of such service and materials. No payment will be made for any service rendered or material provided by Contractor except for services and materials identified and set forth in this Contract unless otherwise permitted by law and approved in writing by Transit.
- B. Contractor will submit an invoice for services rendered to Transit on forms approved by Transit. Invoices should be submitted electronically to kcunningham@intercitytransit.com. If Contractor is unable to submit invoices electronically, invoices may be submitted by mail to:

Intercity Transit
Attn: Procurement Office
526 Pattison Street SE
Olympia, WA 98501

- C. Transit will submit payment for stated services to Contractor within thirty (30) days following Transit's receipt of each accurate and complete invoice. No payments in advance of, or in anticipation of, receipt of goods or services to be provided under this Contract will be made by Transit.

11. WAGES AND LABOR PROVISIONS

This Contract is subject to Chapter 39.12 RCW, and amendments and regulations, relating to Washington State prevailing wages, benefits, and other requirements.

Contractor, each Subcontractor, and any other person doing any work under this Contract must pay laborers, workmen or mechanics not less than the prevailing rate of wage for an hours work in the same trade or occupation in the Washington State locality where such labor is performed.

Contractor must comply with State and Federal determinations. In the event of a discrepancy between Federal and State rates and requirements, Contractor will comply with the higher rates and more stringent requirements. The cost of such compliance shall be deemed included in the Contract Price.

Contractor is responsible to ensure proper wages are paid and the appropriate documentation is submitted to Transit. Wages and benefits higher than the minimums required by law may be paid. In the event wage rates and benefits change during the Contract term, Contractor will bear the cost of changes and will not have any claim against Transit on account of such changes.

12. RETAINAGE

In accordance with RCW 60.28.011, Transit will retain five (5) percent of the total Contract amount. Retained amounts will be remitted to the Contractor upon receipt of a certified copy of Affidavit of Wages Paid for the Contractor and each subcontractor, final acceptance by Transit of work performed, receipt of all necessary releases, and after any other requirements are met.

13. CONTRACTOR COMMITMENTS

Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor.

14. PROJECT MANAGEMENT

The individuals listed below, or their successors will be the main points of contact for services provided under this Contract. Transit’s Project Manager or his/her successor is responsible for monitoring Contractor’s performance and will be the contact person for all communications regarding Contract performance and deliverables. Transit’s Project Manager has the authority to accept or reject the services provided and if satisfactory, certify acceptance of each invoice submitted for payment. Notifications regarding changes to this section must be in writing and maintained in the project file, but will not require a formal Contract amendment.

Contractor’s Project Manager	Transit’s Project Manager
Name Company Street Address City, State Zip Phone: (xxx) xxx-xxxx Email address:	Name Intercity Transit 526 Pattison Street SE Olympia, WA 98501 Phone: (xxx) xxx-xxxx Email address:

15. CONTRACT ADMINISTRATION

The individual listed below, or his/her successor, will be the Contract Administrator for this Contract. The Contract Administrator is designated to receive legal notices, invoices, and to administer, amend, or terminate this Contract. All Contract documents under this Contract will be processed by the Contract Administrator and submitted to Contractor for acceptance. Contact information for the Contract Administrator is:

Katie Cunningham
Intercity Transit
526 Pattison Street SE
Olympia, WA 98501
Phone: (360) 705-5837
Email address: kcunningham@intercitytransit.com

16. CHANGES

Either party may request changes to the scope of services and performance to be provided under this Contract; however, no change or addition to this Contract will be valid or binding upon either party unless such change or addition is in writing and signed by both parties. All amendments will be attached to and incorporated into this Contract.

17. PROJECT PERSONNEL

Contractor represents that it has, or will obtain, all personnel necessary to perform the services required under this Contract. Contractor agrees that the key personnel identified in its Response will be committed by Contractor to this project for its duration. Substitution or replacement of key personnel will be subject to Transit's following written request by the Contractor. All services required under this Contract will be performed by the Contractor, its employees, agents, representatives, or authorized subcontractors.

18. INDEPENDENT CONTRACTOR RELATIONSHIP

- A. The parties intend that an independent contractor relationship between Contractor and Transit will be created by this Contract. Transit is interested primarily in the results to be achieved; subject to the provisions herein, the implementation of services will lie solely with the discretion of Contractor. No agent, employee, servant or representative of Contractor shall be deemed to be an employee, agent, servant or representative of Transit for any purpose, and the employees of Contractor are not entitled to any of the benefits Transit provides to its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Contract.
- B. In the performance of the services required by this Contract, Contractor is an independent Contractor with the authority to control and direct the performance of the details of the work, however, the results of the required work must meet the approval of Transit and shall be subject to Transit's general rights of inspection and review to secure the satisfactory completion thereof in accordance with applicable agreed upon testing procedures between Transit and Contractor.

19. ASSIGNMENT

Contractor will not assign its performance under this Contract, or any portion of this Contract, without the written consent of Transit. Contractor must seek consent from Transit, in writing, not less than thirty (30) Calendar Days prior to the date of any proposed assignment. Transit reserves the right to reject any assignment without cause.

20. HOLD HARMLESS AND INDEMNIFICATION

Contractor shall defend, protect, indemnify and hold harmless Transit and its officers, employees and agents from and against any and all claims, suits, actions, damages, and liability whatsoever, which Transit may incur by reason of any act, omission or default on the part of Contractor; its employees, officers or agents, whether negligent or not; provided, however, that if such liability is caused by or results from the concurrent negligence of Transit, its officers, employees and/or agents, and Contractor or Contractor's employees and agents, this provision shall be valid and enforceable only to the extent of Contractor's negligence; and provided further, that nothing herein shall require Contractor to hold harmless or defend Transit, its officers, employees and agents, from any claims arising from the sole negligence of Transit, its officers, employees and/or agents. Contractor specifically waives any immunity it may have under Title 51 RCW for purposes of this Section. Contractor and Transit have mutually negotiated this waiver.

21. INSURANCE

- A. Insurance Requirements - Contractor shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
1. *Commercial General Liability Insurance* on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 2. *Business Automobile Liability Insurance* in an amount not less than \$1,000,000 per occurrence, extending to any automobile, including owned, non-owned and hired vehicles.
 3. *Workers' Compensation Insurance* as required by Washington State law and *Employer's Liability Insurance (Stop Gap)* with limits not less than \$1,000,000 per occurrence.
- B. Additional Requirements - Contractor shall provide to Transit Certificates of Insurance and copies of policies, if requested, prior to commencement of work. All policies of insurance shall:
- i. Contain an endorsement specifically naming Intercity Transit its officers, officials, agents, and employees, as Additional Insureds.
 - ii. Be on a primary basis and not contributory with any other insurance coverages and/or self-insurance carried by Transit.
 - iii. Include a Waiver of Subrogation clause.
 - iv. Include a Severability of Interest clause (cross liability).

- v. Not be non-renewed, cancelled, or materially changed or altered unless thirty days prior written notice is provided to Transit.
- vi. Be provided on forms and by insurance companies satisfactory to Transit.

No provision in this paragraph shall be construed to limit the liability of the Contractor for work not done in accordance with the Contract, or express or implied warranties. The Contractor's liability for the work shall extend as far as the appropriate periods of limitation provided by law.

- C. Worker's Compensation - The Contractor and its subcontractors shall maintain worker's compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of worker's compensation laws. The Contractor shall make all payments arising from the performance of this Contract due the State Washington pursuant to Titles 50 and 51 RCW.
- D. Evidences and Cancellation of Insurance - Prior to execution of the Contract, the Contractor shall file with Transit evidences of insurance from the insurer(s) certifying to the coverage of all insurance required herein. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer(s) shall give, by registered mail, notice to Transit at least thirty (30) Calendar Days prior to the effective date of any cancellation, lapse, or material change in the policy. Any failure to mail such notice shall not relieve the insurance company, its agents, or representatives from obligations and/or liability hereunder.
- E. The Contractor shall, upon demand of Transit, deliver to Transit all such policy or policies of insurance and the receipts for payment of premiums thereon; and should the Contractor neglect so to obtain and maintain in force any such insurance or deliver such policy or action plan to acquire such insurance and/or deliver policies and receipts within three (3) Business Days or before any further performance hereunder, whichever is first. Failure to provide such insurance in a timeframe acceptable to Transit shall enable Transit to suspend or terminate the Contractor's work. Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

22. BONDING REQUIREMENTS

- A. Performance and Payment Bonds: Contractor is required to obtain performance and payment bonds as follows:
 - 1. *Performance Bonds*
 - a. The penal amount of performance bonds shall be 100 percent of the original Contract price, unless Transit determines that a lesser amount would be adequate for the protection of Transit.
 - b. Transit may require additional performance bond protection when a Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. Transit may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

2. *Payment Bonds*
 - a. The penal amount of the payment bonds shall equal:
 - i. Fifty percent of the Contract price if the Contract price is not more than \$1 million.
 - ii. Forty percent of the Contract price if the Contract price is more than \$1 million but not more than \$5 million; or
 - iii. Two and one half million if the Contract price is more than \$5 million.
 - b. If the original Contract price is \$5 million or less, Transit may require additional protection as required by subparagraph 1 if the Contract price is increased.

B. Warranty of the Work and Maintenance Bonds

1. Contractor warrants to Transit, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by Transit, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by Transit, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. The Work furnished must be of first quality and the workmanship, and must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by Transit, and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to Transit.

23. TREATMENT OF ASSETS

- A. Title to all property furnished by Transit shall remain in the name of Transit. Transit shall become the owner of the work product and other documents, if any, prepared or developed specifically by Contractor for Transit pursuant to this Contract, unless otherwise expressly provided herein.
- B. Work product shall include, but not be limited to, research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form; Contractor and Transit intend that such work product shall be deemed "work made for hire" of which Transit shall be deemed the author.

24. COMPLIANCE WITH LAWS

- A. In the performance of this Contract, Contractor shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of equipment, and licensing of individuals, and any other standards or criteria described in this Contract to assure quality of services.
- B. Contractor agrees to pay any applicable business and occupation (B&O) taxes which may be due on account of this Contract.
- C. If sales tax becomes applicable to the professional services covered by this Contract, Transit shall pay such tax to Contractor, and Contractor shall pay the tax as required by law.

25. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

26. PROHIBITED INTEREST

No Authority member, officer or employee of Transit shall have any personal interest, direct or indirect, in this Contract or the proceeds thereof.

27. NONDISCRIMINATION

- A. Equal Opportunity. Transit is an equal opportunity employer.
- B. Nondiscrimination in Employment. In the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and programs for training including apprenticeships. Contractor shall take such action with respect to this Contract as may be required to ensure full compliance with Chapter 49.60 Revised Code of Washington, Law against Discrimination.
- C. Nondiscrimination in Services. Contractor will not discriminate against any recipient of any services or benefits provided for in this Contract on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. Nondiscrimination in Sub-Contracting. If any assignment and/or subcontracting have been authorized by Transit, said assignment or subcontract shall include appropriate safeguards against discrimination. Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein and further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

28. GRATUITIES AND KICKBACKS

- A. Gratuities: It shall be a breach of ethical standards for any person to offer, give or agree to give any Transit Authority member, officer, employee, agent or former Authority member, officer, employee, or agent or for any Authority member, officer, employee, agent or former Authority member, officer, employee or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in

any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation therefore.

- B. Kickbacks: It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

29. LIENS, CLAIMS AND ENCUMBRANCES

Contractor certifies that all materials, equipment or services shall be free of all liens, claims, or encumbrances of any kind, and if Transit requests, a formal release of same shall be provided.

30. MAINTENANCE AND INSPECTION OF RECORDS

- A. Contractor shall maintain books, records, documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit, by Transit, its authorized representative, the State Auditor or any of their authorized representatives or other governmental officials authorized by law to monitor this Contract.
- B. Contractor shall retain all books, records, documents and other material relevant to this Contract for five (5) years after Transit's final payment and all other pending matters are closed. Contractor agrees that Transit, or its designee, shall have full access and right to examine any of said materials at all reasonable times during said period.
- C. Contractor's fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Contract upon request.

31. DISPUTES

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties will be decided by arbitration if the parties mutually agree, or in the Superior Court of Thurston County, Washington, which shall have exclusive jurisdiction and venue over all matters in question between Transit and Contractor.

32. TERMINATION

- A. Termination for Convenience or Default. Transit may terminate the Contract, in whole or in part, for Transit's convenience or because of the failure of Contractor to fulfill the Contract obligations. Transit shall terminate by delivering to Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise or Transit has granted Contractor a cure period as set forth in (B) below), and (2) deliver to Transit all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

- i. If the termination is for the convenience of Transit, Transit shall make an equitable adjustment in the Contract price such that all amounts due to Contractor for Products delivered and services performed are paid, but shall allow no anticipated profit on unperformed services.
 - ii. If the termination is for failure of Contractor to fulfill the Contract obligations, the Contractor shall only be paid for work delivered and accepted unless such work does not fulfill the Contract obligations. Transit may complete the work by Contract or otherwise and Contractor shall be liable for any additional cost incurred by Transit.
 - iii. If, after termination for failure to fulfill Contract obligations, it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Transit.
 - B. Opportunity to Cure. Transit in its sole discretion may, in the case of a termination for breach or default, allow Contractor a commercially reasonable period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.
 - i. If Contractor fails to remedy to Transit's satisfaction, the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) Calendar Days after receipt by Contractor of written notice from Transit setting forth the nature of said breach or default, Transit shall have the right to terminate the Contract without any further obligation to Contractor, except that Contractor shall be paid for work delivered and accepted unless such work does not fulfill the Contract obligations. Any such termination for default shall not in any way operate to preclude Transit from also pursuing all available remedies against Contractor and its sureties for said breach or default.
 - C. Waiver of Remedies for any Breach. In the event that Transit elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Transit shall not limit Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

33. WAIVER

Waiver of any breach of any term or condition of the Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of the Contract shall be held to be waived, modified or deleted except by an instrument in writing signed by the parties hereto.

34. NOTICE

Notice provided for in this Contract shall be sent by certified mail to the addresses designated for the parties on the last page of this Contract.

35. ATTORNEYS FEES AND COSTS

If any legal proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and costs incurred in such action or proceeding.

36. LIQUIDATED DAMAGES

- A. Contractor agrees to pay Transit, as liquidated damages in accordance with Section 1-08.9 of the WSDOT Standard Specifications for each working day in excess of the number of working days stipulated in the Contract Documents. Transit shall have the right to deduct and retain the amount of such liquidated damages from any monies due the Contractor.
- B. Contractor shall be entitled to reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the Contract execution, and that are entirely beyond the control and without the fault or negligence of the Contractor. These causes include, but are not limited to, acts of God or the public enemy, war, or national emergency making delivery temporarily impossible or illegal, acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the Contractor, fire, flood, epidemics, quarantines, or freight embargos.

37. BREACHES AND DISPUTE RESOLUTION

- A. Except as otherwise provided in the Contract, Contractor must notify Transit in writing within thirty (30) Calendar Days of any dispute arising under the Contract which is not disposed of by agreement.
- B. All disputes shall be decided by the General Manager of Transit who shall indicate his/her decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decisions of the General Manager shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.
- C. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard within thirty (30) Calendar Days of the decision, and to offer evidence in support of their appeal. Pending final decisions of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accord with the General Manager's decision, and such continued performance does not in any manner imply acceptance of our agreement with that decision by the Contractor, nor does it infringe upon the Contractor's right to appeal that decision. This clause does not preclude consideration of law questions in connection with decisions provided for in the above paragraph, provided that nothing in this Contract shall be construed as making final decision of any administrative official, representative, or board on a question of law.

38. JURISDICTION

- A. This Contract 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 Contract shall be governed by laws of the State of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

39. SEVERABILITY

- A. It is understood and agreed by the parties that if any part, term or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

40. ORDER OF PRECEDENCE

Each of the exhibits listed below is hereby incorporated into this Contract. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- 1. Applicable federal and state of Washington statutes and regulations;
- 2. Terms and conditions as contained in this basic Contract instrument, and any change orders or amendments;
- 3. Exhibit A - Request for Bids 1620, released July 22, 2016
- 4. Exhibit B - Request for Bids 1620 Addenda (if applicable)
- 5. Exhibit C - Contractor’s Response to RFB No. 1620 dated [DATE]
- 6. Any other provision, term or material incorporated herein by reference or otherwise incorporated

41. ENTIRE CONTRACT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Contract. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

42. APPROVAL

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

INTERCITY TRANSIT
526 Pattison Street SE
Olympia, WA 98507

CONTRACTOR
Address
City, State, Zip

By: Ann Freeman-Manzanares
Its: General Manager

By: Authorized Representative
Its: Title

EXHIBIT A
INTERCITY TRANSIT'S REQUEST FOR BIDS (RFB) - PROJECT 1620

Placeholder.

EXHIBIT B
ADDENDA TO INTERCITY TRANSIT'S REQUEST FOR BIDS (RFB) - PROJECT 1620

Placeholder.

EXHIBIT C
CONTRACTOR'S RESPONSE TO REQUEST FOR BIDS (RFB) - PROJECT 1620

Placeholder.

APPENDIX D - PERFORMANCE AND PAYMENT BOND

In accordance with RFB Section 4.5, the Awarded Contractor will furnish a performance and payment bond. Bidder does not need to submit Appendix D with its RFB Response.

PERFORMANCE AND PAYMENT BOND

KNOW ALL BY THESE PRESENT: That we _____, as Principal, and _____ as Surety, are held and firmly bound unto Intercity Transit in the full sum of _____ dollars (\$_____) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the conditions of this obligation are such that the Principal has entered into an Contract in writing with Transit for **PROJECT 1620 - VEHICLE MAINTENANCE PIT CONSTRUCTION**, and the terms, conditions and covenants specified in said Contract, including all of the Contract Documents, as amended and modified, therein referred to, are hereby referred to and made a part hereof as fully and completely as though set forth in detail herein;

NOW, THEREFORE, if the Principal shall faithfully perform all the provisions and requirements of the Contract, including all of the Contract Documents, according to the terms and conditions thereof and shall hold Transit harmless from any loss or damage to any person or property by reason of any negligence on the part of the Principal or of any Subcontractor in the performance of said work, and shall pay all laborers, mechanics, Subcontractors and materialmen and all persons who shall supply such person or persons or Subcontractors with provisions and supplies for carrying on of such work, and shall pay the State of Washington all amounts due said State pursuant to Titles 50 and 51 of the Revised Code of Washington, and shall further indemnify and save harmless Transit from any defect or defects in any of the workmanship or materials entering into any part of the work as defined in the Contract which shall develop or be discovered within 365 days after the final acceptance of such work, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and Transit shall have the right to sue on this bond for any breach of the Contract or this bond.

IT IS FURTHER DECLARED AND AGREED that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety, any law, rule of equity or usage relating to the liability of Sureties to the contrary notwithstanding, and the Surety waives notice of any alteration, or extension of time, made by TRANSIT and agrees that it, the Surety, shall be bound in all ways to TRANSIT for any such alterations or extensions of time as if it had received notice of the same.

SIGNED AND SEALED this ___ day of _____, 2016

Principal: _____
By: _____
Title: _____
Address: _____
City/Zip: _____
Telephone: _____
Witness: _____

Surety: _____
By: _____
Title: _____
Address: _____
City/Zip: _____
Telephone: _____
Witness: _____

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this Bid guaranty bond.

ATTACHMENT A - PLANS

The plans are attached as: *RFB1620r_Attachment A_Plans*