



OLYMPIA, WASHINGTON

REQUEST FOR BIDS
TUMWATER SQUARE STATION IMPROVEMENTS
PROJECT #1621

REQUEST FOR BIDS (RFB) RELEASE DATE:

October 13, 2017

**DEADLINE FOR REQUEST FOR CLARIFICATIONS
OR APPROVED EQUALS:**

Date: October 27, 2017

Time: 4:00 p.m. (PST)

BID OPENING:

Date: November 8, 2017

Time: 3:00 p.m. (PST)

Location: 526 Pattison Street, SE
Olympia, WA 98501

CONTACT PERSON:

Tammy Ferris, Procurement Coordinator
(360) 705-5818

tferris@intercitytransit.com

NOTICE TO BIDDERS
REQUEST FOR BIDS (RFB)
TUMWATER SQUARE STATION IMPROVEMENTS
PROJECT #1621

Intercity Transit, the public transportation provider in Thurston County, Washington, is requesting bids for the Tumwater Square Station Improvements Project #1621. This Contract provides for the construction of a new transit station at Cleveland Avenue at the location shown on the Plans. The project consists of, but is not limited to the construction of approximately 555 square yards of cement concrete sidewalk, 470 linear feet of cement concrete curb and gutter, 1,500 square yards of asphalt pavement planing, 310 tons of HMA, pavement marking, restoration, and other work as described in the Plans and specifications.

The Engineer's Estimate is \$230,000 to \$270,000.

Contract documents and planholder's list are available through Builders Exchange of Washington, Inc. at <http://www.bxwa.com>.

This project is funded in part by a Federal Transit Administration Grant. All work performed for this project will be subject to Federal and Washington State prevailing wage rates.

Intercity Transit, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Sealed bids are due no later than 3:00 p.m., (PST) on November 8, 2017.

Please contact Tammy Ferris, Procurement Coordinator, by phone at (360) 705-5818 or email at tferris@intercitytransit.com with any questions regarding this solicitation.

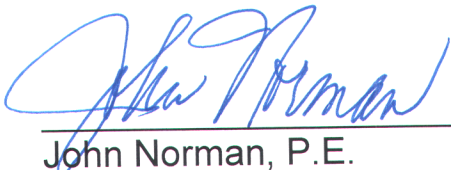
PUBLISHED IN: The Olympian
 Daily Journal of Commerce
 Builder's Exchange of Washington (BXWA)
 Office of Minority and Women's Business Enterprises (OMWBE)

Project Engineer Certification

For Construction of:

**Tumwater Square Station Improvements
Project #1621**

As the Engineer in direct responsible charge of developing these contract provisions, I certify these provisions have been developed or incorporated into this project under my supervision.



John Norman, P.E.
Project Engineer

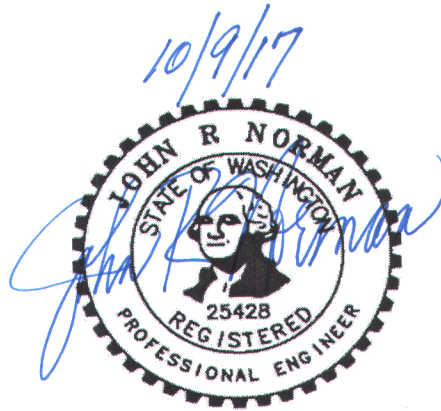


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SECTION 1 – INTRODUCTION

1.1 PURPOSE

Intercity Transit (Transit), the public transportation provider in Thurston County, Washington, is requesting bids for the Tumwater Square Station Improvements Project #1621.

1.2 SCOPE OF WORK

This Contract provides for the construction of a new transit station at Cleveland Avenue at the location shown on the Plans. The project consists of, but is not limited to, all work related to the construction of approximately 555 square yards of cement concrete sidewalk, 470 linear feet of cement concrete curb and gutter, 1,500 square yards of asphalt pavement planing, 310 tons of HMA, pavement marking, restoration, and other work as described in the Plans and Specifications.

The Engineer's Estimate is \$230,000 to \$270,000.

1.3 NOTIFICATION OF FEDERAL PARTICIPATION

This project is funded in part by a Federal Transit Administration Grant. This Contract is subject to all provisions prescribed for third party Contracts by that financial assistance agreement, including the Federal provisions in the Contract conditions contained in this document. FTA requires that certain terms and conditions of the Contract Documents be included in all subcontracts. The Contractor shall be responsible for ensuring all applicable mandatory FTA provisions are included in all subcontracts.

SECTION 2 – GENERAL INFORMATION

2.1 CONTACT INFORMATION

Until a Contract is awarded, the Bid submittal documents and any other communications concerning the project or the Request for Bids (RFB) must be addressed to:

Procurement Coordinator: Tammy Ferris
Email Address: tferris@intercitytransit.com
Address: Intercity Transit
526 Pattison Street, SE
Olympia, WA 98501

2.2 PROCUREMENT SCHEDULE

The schedule below outlines key action dates and times (if applicable). Transit reserves the right to change the schedule.

RFB #1621 Schedule	Date and Time (Pacific Time)
RFB Release	October 13, 2017
Request for Clarifications or Approved Equals Due	October 27, 2017 @ 4:00 p.m.
Bid Opening	November 8, 2017 @ 3:00 p.m.

2.3 EXAMINATION OF DOCUMENTS

Bidders must thoroughly examine and be familiar with the bid documents, including but not limited to, the Solicitation, Technical Specifications, Contract, Drawings, Addenda (if any), and any other material referenced or incorporated herein. Submission of a bid constitutes acknowledgment upon which Transit may rely that the Bidder has thoroughly examined and is familiar with the Bid Documents.

Bidder’s failure or neglect to receive or examine any of the Contract 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 Contract Documents, referenced materials, statutes, ordinances, regulations, permit requirements, or other materials referenced or incorporated in this RFB.

2.4 BIDDER QUESTIONS AND REQUESTS FOR CLARIFICATIONS

Bidder questions and/or requests for clarification shall be submitted in writing via email to the Procurement Coordinator. Bidders shall submit questions or requests for clarifications by the deadline listed in the Procurement Schedule.

Transit will respond to all requests for clarifications and questions in writing. If necessary, Transit will issue an Addendum to the solicitation which identifies any changes to the Contract Document. Transit reserves the right to accept or reject any request for changes.

Bidders shall 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 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 clarifications are received, Transit will construe that the Bidder intends to comply with the document in its entirety.

2.5 REQUEST FOR APPROVED EQUALS

Bidders shall submit any and all Requests for Approved Equals no later than the time and date identified in the Procurement Schedule. All Requests for Approved Equals shall be submitted in writing via email to the Procurement Coordinator.

Transit shall review all requests for approved equals and if necessary, shall issue Addenda to the solicitation which identifies all approved or disapproved requests. Bidders shall provide adequate technical information for any request for approved equal to allow Transit to make a technical decision of whether to accept or deny. Failure to do so may allow Transit to deny requests. It is Transit's sole discretion to accept or reject any request for approved equals. Bidders shall not rely upon any oral statements or conversations, whether at the pre-bid conference or otherwise, they may have with representatives of Transit regarding approved equals or deviations or Contract Documents.

If no request for approved equal or deviation is received in a timely manner, it shall be construed to mean that the Bidder intends to fully comply with all Scope of Work and Technical Specifications listed herein.

2.6 WAGES AND LABOR PROVISIONS

This Contract is subject to Chapters 39.12 RCW, and amendments and regulations issued thereunder, relating to state of Washington prevailing wages, benefits, and other requirements. The Contractor, each Subcontractor and other person doing any work under this Contract shall 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 locality within the state of Washington where such labor is performed.

The Contractor must comply with State and Federal determinations. In the event of a discrepancy between Federal and State rates and requirements, the Contractor, each Subcontractor and other person, as applicable, 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.

The 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 Contractor will bear the cost of changes and will not have any claim against Transit on account of such changes.

Washington State Prevailing Wage Rates and the Benefit Code may be viewed at:
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Supplemental to State Wage Rates may be found at:
<http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm>

Federal wage rate information is available at:
<http://www.wdol.gov/dba.aspx>.

Bidders may 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 Transit Procurement Office.

2.7 RETAINAGE

This project is funded by the Federal Transit Administration (FTA). According to Washington State's RCW 60.28.011(1)b, RCW 39.08.010(1), and the Code of Federal Regulations 49 CFR Section 26.29, Transit has chosen not to hold a retainage from payments to the prime Contractor. In lieu of withholding retainage from the prime Contractor, Transit shall rely on the prime Contractor's Payment and Performance Bonds and the subcontractor payment requirements of the following paragraph. (See Section 7.5) Release of the Payment and Performance Bonds shall not occur until Transit has received a certified copy of an Affidavit of Wages Paid for the Contractor and each subcontractor, has given final acceptance by Transit of work performed and receipt of all necessary releases, and after any other requirements are met as per RCW 60.28.011.

Under RCW 60.28.011, the prime Contractor may still withhold retainage from subcontractors. However, as this is a Federally-funded project, the prime Contractor is obligated to make prompt and full payment of any such retainage kept by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. The subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Transit. In any case, if Transit has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance shall be deemed to be satisfactorily completed.

2.8 SOLICITATION STANDARDS

The Solicitation Standards document has been included in [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.

2.9 CONTRACT TERMS

A Sample Contract is included in [Appendix C](#). Transit expects the final Contract signed by the successful Bidder to be substantially the same as the Sample Contract. Bidder's submission of a response to this Solicitation constitutes general 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.

2.10 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 Amendments and/or Addenda, and the successful Bidder's Response will be incorporated into the resulting Contract.

SECTION 3 – PROSECUTION AND PROGRESS OF THE WORK

3.1 LIQUIDATED DAMAGES

Time is of the essence of the Contract. Delays inconvenience and interfere with the daily bus operations of Transit, and increase cost to Transit for administration, inspection, and supervision. The 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.

The 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.

3.2 PROTECTION OF PROPERTY

In addition to the requirements set forth elsewhere in the Contract Documents, the Contractor shall protect all public and private property, insofar as it may be endangered by the Contractor's operations, and take every reasonable precaution to avoid damage to such property.

The Contractor shall restore and bear the cost of restoration of any public or private improvement, facility, structure or land and landscaping inside or outside of the right-of-way or easement, which is damaged or injured directly or indirectly by or on account of an act, omission, or neglect in the execution of the work. If this is not feasible, make a suitable settlement with the owner of the damaged property. All restoration shall be governed by the requirements of local authorities, including but not limited to local codes, standards, and permit conditions.

Should the Contractor fail to repair damage to such property determined to have been caused by their work, Transit reserves the right to retain another Contractor of their choosing to repair the damage to equally or better. The cost incurred by Transit will be reduced from the Contractor's Pay Estimate. If the Contractor disputes the determination for cause, the Contractor shall have the right to file a claim and resolve the issue in accordance with the Contract Documents.

3.3 WARRANTY OF TITLE

The Contractor shall have no property right in the materials and equipment used after they have been attached or affixed to the work or existing real property, or after any payment has been made by Transit towards the value of materials delivered to the site of the work, or stored subject to or under the control of Transit. Title to all such materials shall become the property of Transit upon being so attached or affixed or after any payment towards the value of materials stored off site or delivered to the site of the work or stored subject to or under the control of Transit, whichever occurs earlier.

SECTION 4 – LEGAL REQUIREMENTS

4.1 LIENS PROHIBITED

The Contractor shall not permit any lien or claim to be filed or prosecuted against Transit, City of Tumwater, its property or its right-of-way on account of any labor or material furnished or any other reason for work arising out of this Contract. If any lien shall be filed, the Contractor shall satisfy, discharge and extinguish or cause such lien to be satisfied, discharged and extinguished immediately, including at Transit's option obtaining a court order extinguishing the lien, as a condition precedent to final payment.

4.2 ARCHAEOLOGICAL FINDS

The work areas of this Contract have a low probability of discovering cultural resources. A copy of the Archaeological Resources Plan is available for review by the Contractor as [Attachment A](#) to the Contract Documents.

The Contractor shall comply fully with the requirements set forth in Chapter 27.53 RCW-- Archaeological Sites and Resources. The Contractor shall immediately notify Transit if any artifacts, skeletal remains, or other archaeological resources (as defined under RCW 27.53.040) are unearthed during excavation or otherwise discovered on the Site. If directed by Transit, the Contractor shall immediately suspend any construction activity that would be in violation of Chapter 27.53 RCW. The suspension of work shall remain in effect until permission to proceed has been obtained by Transit from the State Historic Preservation Officer, as applicable.

SECTION 5 – BID SUBMITTAL

5.1 BID SUBMITTAL REQUIREMENTS

Bidder must complete and provide the following information in the Bid Submittal Document of [Appendix A](#). 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 Official. Bidder must complete the acknowledgement of Addenda receipt box(es) by filling in the Addenda number fields for each Addenda issued, and complete the signature box information on the Bidder Acknowledgements page.

2. **Bidder Information**

Bidder must complete the Bidder Profile, Bidder's Authorized Representative, Bidder Qualifications, and Certified DBE and SBE Status sections.

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. Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of bid.

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 Contract Documents to Transit within fourteen (14) calendar 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.

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.

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 appropriate licenses as required by RCW. This verification requirement, as well as the responsibility criteria, must be included in all Public Works Contract and subcontract of every tier. This shall in no way release the Contractor from its obligations under the Contract and Contract 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.

5. References

Bidder shall 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. 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, Bidder's financial stability, past or pending litigation, and other publicly available information.

6. Bid Form

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

Bid prices will 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 Contract Documents

All applicable taxes which the Contractor is required to pay, including retail sales or use taxes, must be included in the Bidder's proposed price(s) for the work under the Contract. No adjustments will be made in the amount to be paid by Transit under the Contract due to any misunderstanding by or lack of knowledge of the Bidder as to liability for, or the amount of, any taxes for which the Bidder is liable or responsible by law or under the 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. Consultant will only be compensated for performance delivered and accepted by Transit.

7. Certification Regarding Lobbying

Bidder must complete and submit the Certification Regarding Lobbying. This form must be completed and signed by the Bidder's Authorized Official.

8. Certification Regarding Debarment, Suspension, and other Responsibility Matters

Bidder must complete and submit the Certification Regarding Debarment, Suspension and Other Responsibility Matters. This form must be completed and signed by the Bidder's Authorized Official.

9. Non-Collusion Affidavit

Bidder must complete and sign the Non-Collusion Affidavit. The form must be signed by the Bidder's Authorized Official.

10. Buy America Certificate

Bidder must complete and sign the Buy America Certificate. The form must be signed by the Bidder's Authorized Official.

5.2 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, located in [Appendix A](#), as their Bid. Bid Submittal must be received by Intercity Transit on or before the **Bid Due Date and Time** set forth in the Procurement Schedule.

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

1. Enclose the Bid Submittal in a sealed envelope or container labeled as follows:

**BID – DO NOT OPEN
TUMWATER SQUARE STATION IMPROVEMENTS - #PROJECT #1621
Intercity Transit
Attn: Tammy Ferris
526 Pattison Street, SE
Olympia, WA 98501**

C. Time of Receipt: Submit bid by the submittal deadline as specified in the Procurement Schedule to Intercity Transit at 526 Pattison Street, SE, Olympia, WA 98501. The telephone number for shipping purposes is (360) 705-8585.

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.

5.3 LATE BIDS

Any Bid received after the exact time specified for Bid due date and time will not be accepted or receive consideration by Transit 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 risks of late delivery regardless of fault or chosen method of delivery.

5.4 BID OPENING

Transit will publicly open Bids at its Administrative Building as specified in the Procurement Schedule. Any time following the public bid opening, Bidders may obtain a list of Bidders. Contact the Procurement Coordinator for requests for all other information related to this Solicitation.

Transit reserves the right to postpone the date and time of bid opening at any time prior to the date and time established herein.

5.5 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.

5.6 BIDDER RESPONSIVENESS

Bidder must respond to the requirements 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.

5.7 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 the material submitted by the Bidder to determine whether the Bidder's offering is in compliance with the Bid 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 fulfill the Contract obligations.
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. The acceptance of a Bid will be evidenced by a written notice of award of Contract.

SECTION 6 – AMENDMENTS TO STANDARD SPECIFICATIONS

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.

CONTRACT PROVISIONS

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2016 Standard Specifications for Road, Bridge and Municipal Construction, and the foregoing Amendments to the Standard Specifications.

Several types of Special Provisions are included in this contract; General, Region, Bridges and Structures, and Project Specific. Special Provisions types are differentiated as follows:

- (date) General Special Provision
- (*****) Notes a revision to a General Special Provision and also notes a Project Specific Special Provision.
- (Regions¹ date) Region Special Provision
- (BSP date) Bridges and Structures Special Provision

General Special Provisions are similar to Standard Specifications in that they typically apply to many projects, usually in more than one Region. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a “fill-in”.

Region Special Provisions are commonly applicable within the designated Region. Region designations are as follows:

		<u>Regions¹</u>		
ER	Eastern Region	NCR	North Central Region	
NWR	Northwest Region	OR	Olympic Region	
SCR	South Central Region	SWR	Southwest Region	
WSF	Washington State Ferries Division			

Bridges and Structures Special Provisions are similar to Standard Specifications in that they typically apply to many projects, usually in more than one Region. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a “fill-in”.

Project Specific Special Provisions normally appear only in the contract for which they were developed.

GENERAL SPECIAL PROVISIONS (Local Agency)

Introduction

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

1-01.3 Definitions

(January 4, 2016 APWA GSP)

This Section is supplemented with the following:

All references in the Standard Specifications to the terms “State”, “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be in the Superior Court of the County where the Contracting Agency's headquarters are located.

Additive

A supplemental unit of work or group of bid items, identified separately in the proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate

One of two or more units of work or groups of bid items, identified separately in the proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Contract Documents

See definition for "Contract".

Contract Time: The period of time established by the terms and conditions of the contract within which the work must be physically completed.

Contract Bond: The definition in the Standard Specifications for "Contract Bond" applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Business Day: A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5

Dates

Bid Opening Date: The date on which the Contracting Agency publicly opens and reads the bids.

Award Date: The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive bidder for the work.

Contract Execution Date: The date the Contracting Agency officially binds the agency to the contract.

Notice to Proceed Date: The date stated in the Notice to Proceed on which the contract time begins.

Substantial Completion Date: The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operation and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains for the physical completion of the total contract.

Physical Completion Date: The day all of the work is physically completed on the project. All documentation required by the contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date: The day all the work specified in the contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date: The date on which the Contracting Agency accepts the work as complete.

Notice of Award: The written notice from the Contracting Agency to the successful bidder signifying the Contracting Agency's acceptance of the bid.

Notice to Proceed

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the work and establishing the date on which the contract time begins.

Traffic

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders *Delete this Section and replace it with the following:*

1-02.1 Qualifications of Bidder **(January 24, 2011 APWA GSP)**

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

1-02.2 Plans and Specifications **(June 27, 2011 APWA GSP)**

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Plans (11" x 17")	3	Furnished automatically upon award.
Contract Provisions	3	Furnished automatically upon award.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor’s own expense.

1-02.5 Proposal Forms **(June 27, 2011 APWA GSP)**

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder’s name, address, telephone number, and signature; the bidder’s D/M/WBE commitment, if applicable; a State of Washington Contractor’s Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1-02.7 Bid Deposit **(March 8, 2013 APWA GSP)**

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder’s officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;

6. The signature of the surety's officer empowered to sign the bond and the power of attorney. If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

1-02.9 Delivery of Proposal

(August 15, 2012 APWA GSP, Option A)

Delete this section and replace it with the following:

Each proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

If the project has FHWA funding and requires DBE Written Confirmation Documents or Good Faith Effort Documentation, then to be considered responsive, the Bidder shall submit with their Bid Proposal, written Confirmation Documentation from each DBE firm listed on the Bidder's completed DBE Utilization Certification, form 272-056A EF, as required by Section 1-02.6.

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids.

1-02.13 Irregular Proposals

(January 4, 2016 APWA GSP)

Delete this section and replace it with the following:

1. A proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete a Disadvantaged, Minority or Women's Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - j. More than one proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
 - a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(March 25, 2009 APWA GSP, Option B)

Delete this Section and replace it with the following:

A Bidder will be deemed not responsible if:

1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or

2. evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or
3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the Bidder; or
4. an unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization; or
5. there is uncompleted work (Contracting Agency or otherwise), which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the work bid upon; or
6. the Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or
7. the Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or
8. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or
9. there are any other reasons deemed proper by the Contracting Agency.

As evidence that the Bidder meets the bidder responsibility criteria above, the apparent two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal deadline, documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all applicable responsibility criteria, including all documentation specifically listed in the supplemental criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess bidder responsibility.

The basis for evaluation of Bidder compliance with these supplemental criteria shall be any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) which any reasonable owner would rely on for determining such compliance, including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from owners for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Contracting Agency's determination by presenting its appeal to the Contracting Agency. The Contracting Agency will consider the appeal before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the final determination.

1-02.15 Pre Award Information

(October 1, 2005 APWA GSP)

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,

3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. A copy of State of Washington Contractor's Registration, or
8. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

SECTION 1-03 AWARD AND EXECUTION OF CONTRACT

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within 14 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 7 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

(October 1, 2005 APWA GSP)

Revise the first paragraph to read:

The successful bidder shall provide an executed Performance Bond and an executed Payment Bond for the full contract amount. These contract bonds shall:

1. Be on a Contracting Agency-furnished form;
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and

6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

SECTION 1-04, SCOPE OF THE WORK

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda (October 1, 2005 APWA GSP)

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions, including APWA General Special Provisions, if they are included,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. WSDOT/APWA Standard Specifications for Road, Bridge and Municipal Construction,
7. Contracting Agency's Standard Plans (if any), and
8. WSDOT/APWA Standard Plans for Road, Bridge, and Municipal Construction.

SECTION 1-05, CONTROL OF WORK

1-05.7 Removal of Defective and Unauthorized Work (October 1, 2005 APWA GSP)

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

1-05.11 Final Inspection *Delete this section and replace it with the following:*

1-05.11 Final Inspections and Operational Testing (October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefore.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2) Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor, by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency in writing of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their

acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

1-05.13 Superintendents, Labor and Equipment of Contractor (March 25, 2009 APWA GSP)

Revise the seventh paragraph to read:

Whenever the Contracting Agency evaluates the Contractor's qualifications pursuant to Section 1-02.14, it will take these performance reports into account.

1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

Add the following new section:

1-05.17 Oral Agreements

(October 1, 2005 AWPW GSP)

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

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 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

SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.2 State Taxes

Delete this section, including its sub-sections, in its entirety and replace it with the following:

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax.

Sections

1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the

Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

1-07.2(3) Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

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.

1-07.17 Utilities and Similar Facilities

(April 2, 2007 WSDOT GSP)

Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

Public and private utilities, or their Contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project. The Contractor shall be responsible to coordinate with each utility provider for the scheduling and timing of their infrastructure installation and adjustments prior to final paving. All costs for coordinating with each utility provider shall be considered incidental to and included in the unit contract prices and no additional payment will be made.

Per Section 1-05.14 of these Special Provisions and as may be otherwise defined in the Contract Documents, the Contractor shall attend a mandatory utility preconstruction meeting with the Engineer, all affected subcontractors, and all utility owners and their contractors prior to beginning onsite work.

The following addresses and telephone numbers of utility companies or their Contractors that will be adjusting, relocating, replacing or constructing utilities within the project limits are supplied for the Contractor's use:

<u>Comcast</u> 404 Yauger Way SE Olympia, WA 98502 Mark Torres (360) 507-0598	<u>CenturyLink</u> 8102 Skansie Avenue Gig Harbor 98332 Dean Jacobson (253) 851-1250	<u>AT&T</u> sm9756@att.com Steve McCaw (253) 666-5763
<u>Puget Sound Energy (PSE)</u> 2711 Pacific Ave SE, Olympia, WA 98501 3130 South 38th TAC-ANX Tacoma, WA 98409 Amy Tousley (360) 786-5956	<u>City of Tumwater</u> Public Works Operations 555 Israel Road SW Tumwater, WA 98501 Steve Craig, 360-754-4150	<u>Intercity Transit</u> 526 Pattison Street, SE Olympia, WA 98501 Cheryl Arnett (360) 705-5877

1-07.18 Public Liability and Property Damage Insurance

Delete this section in its entirety, and replace it with the following:

1-07.18 Insurance

(January 4, 2016 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A.M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall

state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the

Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

Washington Department of Transportation and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

1-07.18(3) Subcontractors

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements. Such policy must provide the following minimum limit:

\$1,000,000 Combined single limit each accident

1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

1-08 PROSECUTION AND PROGRESS *Add the following new section:*

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable

1-08.4 Prosecution of Work

Delete this section in its entirety, and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(June 27, 2011 APWA GSP)

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

1-08.5 Time for Completion

Section 1-08.5 is supplemented with the following:

The project shall be physically completed within 30 working days.

1-08.5 Time for Completion

(August 14, 2013 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor elects to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the

Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (Federal-aid Projects)
 - b. Material Acceptance Certification Documents
 - c. Annual Report of Amounts Paid as MBE/WBE Participants or Quarterly Report of Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - d. Final Contract Voucher Certification
 - e. Property owner releases per Section 1-07.24

1-08.7 Maintenance During Suspension

(October 1, 2005 APWA GSP)

Revise the second paragraph to read:

At no expense to the Contracting Agency, the Contractor shall provide through the construction area a safe, smooth, and unobstructed roadway, sidewalk, and path for public use during suspension (as required in Section 1-07.23 or the Special Provisions). This may include a temporary road or detour.

SECTION 1-09, MEASUREMENT AND PAYMENT

1-09.6 Force Account

(October 10, 2008 APWA GSP)

Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication that the actual amount of work will correspond with those

estimates. Payment will be made on the basis of the amount of work actually authorized by Engineer.

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.

1-09.9 Payments

(June 27, 2011 APWA GSP, Option B)

Delete the fourth paragraph and replace it with the following:

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payment. The progress estimates are subject to change at any time prior to the calculation of the Final Payment.

The value of the progress estimate will be the sum of the following:

- Unit Price Items in the Bid Form - the approximate quantity of acceptable units of work completed multiplied by the unit price.
- Lump Sum Items in the Bid Form - based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
- Materials on Hand - 100 percent of invoiced cost of material delivered to job site or other storage area approved by the Engineer.
- Change Orders - entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

- Retainage per Section 1-09.9(1), on non FHWA-funded projects;
- The amount of Progress Payments previously made; and
- Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

1-09.13(3) Claims \$250,000 or Less

(October 1, 2005 APWA GSP)

Delete this Section and replace it with the following:

The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A Administration of Arbitration

(October 1, 2005 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters are located. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.

SECTION 5-02, BITUMINOUS SURFACE TREATMENT

April 4, 2016

5-02.3(2) Preparation of Roadway Surface

This section is supplemented with the following new subsection:

5-02.3(2)E Crack Sealing

Where shown in the Plans, seal cracks and joints in the pavement in accordance with Section 5-04.3(4)A1 and the following:

1. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

Section 5-04, Hot Mix Asphalt

April 4, 2016

This section (and all subsections) is revised to read:

This Section 5-04 is written in a style which, unless otherwise indicated, shall be interpreted as direction to the Contractor.

5-04.1 Description

This Work consists of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base, in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications.

HMA shall be composed of asphalt binder and mineral materials as required, and may include reclaimed asphalt pavement (RAP) or reclaimed asphalt shingles (RAS), mixed in the proportions specified to provide a homogeneous, stable, and workable mix.

5-04.2 Materials

Provide materials as specified in these sections:

Asphalt Binder	9-02.1(4)	Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4	Warm Mix Asphalt Additive	9-02.5
Aggregates	9-03.8	Reclaimed Asphalt Pavement (RAP)	9-03.8(3)B
Reclaimed Asphalt Shingles (RAS)	9-03.8(3)B	Mineral Filler	9-03.8(5)
Recycled Material	9-03.21	Hot Poured Sealant	9-04.2(1)A
Sand Slurry	9-04.2(1)B		

5-04.2(1) How to Get an HMA Mix Design on the QPL

Comply with each of the following:

- Develop the mix design in accordance with WSDOT SOP 732.
- Develop a mix design that complies with Sections 9-03.8(2) and 9-03.8(6).
- Develop a mix design no more than 6 months prior to submitting it for QPL evaluation.
- Submit mix designs to the WSDOT State Materials Laboratory in Tumwater, including WSDOT Form 350-042.
- Include representative samples of the materials that are to be used in the HMA production as part of the mix design submittal. See Section 5-04.2(1)A to determine when to include samples of RAP or RAS.
- Identify the brand, type, and percentage of anti-stripping additive in the mix design submittal.
- Include with the mix design submittal a certification from the asphalt binder supplier that the anti-stripping additive is compatible with the crude source and the formulation of asphalt binder proposed for use in the mix design.
- Do not include warm mix asphalt (WMA) additives when developing a mix design or submitting a mix design for QPL evaluation. The use of warm mix asphalt (WMA) additives is not part of the process for obtaining approval for listing a mix design on the QPL. Refer to Section 5-04.2(2)B.

The Contracting Agency’s basis for approving, testing, and evaluating HMA mix designs for approval on the QPL is dependent on the contractual basis for acceptance of the HMA mixture, as shown in Table 1.

Table 1

Basis for Contracting Agency Evaluation of HMA Mix Designs for Approval on the QPL		
Contractual Basis for Acceptance of HMA Mixture (see Section 5-04.3(9))	Basis for Contracting Agency Approval of Mix Design for Placement on QPL	Contracting Agency Materials Testing for Evaluation of the Mix Design
Statistical Evaluation, or Nonstatistical Evaluation	WSDOT Standard Practice QC-8	The Contracting Agency will test the mix design materials for compliance with Sections 9-03.8(2) and 9-03.8(6).
Visual Evaluation	Review of Form 350-042 for compliance with Sections 9-03.8(2) and 9-03.8(6)	The Contracting Agency may elect to test the mix design materials, or evaluate in accordance with WSDOT Standard Practice QC-8, at its sole discretion.

If the Contracting Agency approves the mix design, it will be listed on the QPL for 12 consecutive months. The Contracting Agency may extend the 12 month listing provided the Contractor submits a certification letter to the Qualified Products Engineer verifying that the aggregate source and job mix formula (JMF) gradation, and asphalt binder crude source and formulation have not changed.

The Contractor may submit the certification no sooner than one month prior to expiration of the initial 12 month mix design approval. Within 7 calendar days of receipt of the Contractor’s certification, the Contracting Agency will update the QPL. The maximum duration for approval of a mix design and listing on the QPL will be 24 months from the date of initial approval or as approved by the Engineer.

5-04.2(1)A Mix Designs Containing RAP and/or RAS

Mix designs are classified by the RAP and/or RAS content as shown in Table 2.

Table 2

Mix Design Classification Based on RAP/RAS Content	
AP/RAS Classification	RAP/RAS Content¹
Low RAP/No RAS	$0\% \leq \text{RAP}\% \leq 20\%$ and $\text{RAS}\% = 0\%$
High RAP/Any RAS	$20\% < \text{RAP}\% \leq \text{Maximum Allowable RAP}^2$ and/or $0\% < \text{RAS}\% \leq \text{Maximum Allowable RAS}^2$

¹Percentages in this table are by total weight of HMA

²See Table 4 to determine the limits on the maximum amount RAP and/or RAS.

5-04.2(1)A1 Low RAP/No RAS – Mix Design Submittals for Placement on QPL

For Low RAP/No RAS mix designs, comply with the following additional requirements:

1. Develop the mix design without the inclusion of RAP.
2. The asphalt binder grade shall be the grade indicated in the Bid item name or as otherwise required by the Contract.
3. Do not submit samples of RAP with these mix designs.
4. Testing RAP or RAS stockpiles is not required for obtaining approval for placing these mix designs on the QPL.

5-04.2(1)A2 High RAP/Any RAS - Mix Design Submittals for Placement on QPL

For High RAP/Any RAS mix designs, comply with the following additional requirements:

1. For mix designs with any RAS, test the RAS stockpile (and RAP stockpile if any RAP is in the mix design) in accordance with Table 3.

2. For High RAP mix designs with no RAS, test the RAP stockpile in accordance with Table 3.
3. For mix designs with High RAP/Any RAS, construct a single stockpile for RAP and a single stockpile for RAS and isolate (sequester) these stockpiles from further stockpiling before beginning development of the mix design. Test the RAP and RAS during stockpile construction as required by item 1 and 2 above. Use the test data in developing the mix design, and report the test data to the Contracting Agency on WSDOT Form 350-042 as part of the mix design submittal for approval on the QPL. Account for the reduction in asphalt binder contributed from RAS in accordance with AASHTO PP 78. Do not add to these stockpiles after starting the mix design process.

Table 3

Test Frequency of RAP/RAS During RAP/RAS Stockpile Construction For Approving a High RAP/Any RAS Mix Design for Placement on the QPL		
Test Frequency ¹	Test for	Test Method
<ul style="list-style-type: none"> • 1/1000 tons of RAP (minimum of 10 per mix design) and • 1/100 tons of RAS (minimum of 10 per mix design) 	Asphalt Binder Content and Sieve Analysis of Fine and Coarse Aggregate	FOP for AASHTO T 308 and FOP for WAQTC T 27/T 11

¹“tons”, in this table, refers to tons of the reclaimed material before being incorporated into HMA.

4. Limit the amount of RAP and/or RAS used in a High RAP/Any RAS mix design by the amount of binder contributed by the RAP and/or RAS, in accordance with Table 4.

Table 4

Maximum Amount of RAP and/or RAS in HMA Mixture	
Maximum Amount of Binder Contributed from	
RAP	RAS
40% ¹ minus contribution of binder from RAS	20% ²

¹Calculated as the weight of asphalt binder contributed from the RAP as a percentage of the total weight of asphalt binder in the mixture.

²Calculated as the weight of asphalt binder contributed from the RAS as a percentage of the total weight of asphalt binder in the mixture.

5. Develop the mix design including RAP, RAS, recycling agent, and new binder.
6. Extract, recover, and test the asphalt residue from the RAP and RAS stockpiles to determine the percent of recycling agent and/or grade of new asphalt binder needed to meet but not exceed the performance grade (PG) of asphalt binder required by the Contract.
 - a. Perform the asphalt extraction in accordance with AASHTO T 164 or ASTM D 2172 using reagent grade trichloroethylene.
 - b. Perform the asphalt recovery in accordance with AASHTO R 59 or ASTM D 1856.
 - c. Test the recovered asphalt residue in accordance with AASHTO R 29 to determine the asphalt binder grade in accordance with Section 9-02.1(4).
 - d. After determining the recovered asphalt binder grade, determine the percent of recycling agent and/or grade of new asphalt binder in accordance with ASTM D 4887.
 - e. Test the final blend of recycling agent, binder recovered from the RAP and RAS, and new asphalt binder in accordance with AASHTO R 29. The final blended binder shall meet but not exceed the performance grade of asphalt binder required by the Contract and comply with the requirements of Section 9-02.1(4).
7. Include the following test data with the mix design submittal:
 - a. All test data from RAP and RAS stockpile construction.
 - b. All data from testing the recovered and blended asphalt binder.

8. Include representative samples of the following with the mix design submittal:
 - a. RAP and RAS.
 - b. 100 grams of recovered asphalt residue from the RAP and RAS that are to be used in the HMA production.

5-04.2(1)B Commercial HMA - Mix Design Submittal for Placement on QPL

For HMA used in the Bid item Commercial HMA, in addition to the requirements of 5-04.2(1) identify the following in the submittal:

1. Commercial HMA
2. Class of HMA
3. Performance grade of binder
4. Equivalent Single Axle Load (ESAL)

The Contracting Agency may elect to approve Commercial HMA mix designs without evaluation.

5-04.2(1)C Mix Design Resubmittal for QPL Approval

Develop a new mix design and resubmit for approval on the QPL when any of the following changes occur. When these occur, discontinue using the mix design until after it is reapproved on the QPL.

1. Change in the source of crude petroleum used in the asphalt binder.
2. Changes in the asphalt binder refining process.
3. Changes in additives or modifiers in the asphalt binder.
4. Changes in the anti-strip additive, brand, type or quantity.
5. Changes to the source of material for aggregate.
6. Changes to the job mix formula that exceed the amounts as described in item 2 of Section 9-03.8(7), unless otherwise approved by the Engineer.
7. Changes in the percentage of material from a stockpile, when such changes exceed 5% of the total aggregate weight.
 - a. Changes to the percentage of material from a stockpile will be calculated based on the total aggregate weight (not including the weight of RAP) for Low RAP/No RAS mix designs.
 - b. For High RAP/Any RAS mix designs, changes in the percentage of material from a stockpile will be based on total aggregate weight including the weight of RAP (and/or RAS when included in the mixture).

Prior to making any change in the amount of RAS in an approved mix design, notify the Engineer for determination of whether a new mix design is required, and obtain the Engineer's approval prior to implementing such changes.

5-04.2(2) Mix Design – Obtaining Project Approval

Use only mix designs listed on the Qualified Products List (QPL). Submit WSDOT Form 350-041 to the Engineer to request approval to use a mix design from the QPL. Changes to the job mix formula (JMF) that have been approved on other contracts may be included. The Engineer may reject a request to use a mix design if production of HMA using that mix design on any contract is not in compliance with Section 5-04.3(11)D, E, F, and G for mixture or compaction.

5-04.2(2)A Changes to the Job Mix Formula

The approved mix design obtained from the QPL will be considered the starting job mix formula (JMF) and shall be used as the initial basis for acceptance of HMA mixture, as detailed in Section 5-04.3(9).

During production the Contractor may request to adjust the JMF. Any adjustments to the JMF will require approval of the Engineer and shall be made in accordance with item 2 of Section 9-03.8(7). After approval by the Engineer, such adjusted JMF's shall constitute the basis for acceptance of the HMA mixture.

5-04.2(2)B Using Warm Mix Asphalt Processes

The Contractor may, at the Contractor’s discretion, elect to use warm mix asphalt (WMA) processes for producing HMA. WMA processes include organic additives, chemical additives, and foaming. *The use of WMA is subject to the following:*

- Do not use WMA processes in the production of High RAP/Any RAS mixtures.
- Before using WMA processes, obtain the Engineer’s approval using WSDOT Form 350-076 to describe the proposed WMA process.

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year, without written concurrence from the Engineer.

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified in Table 5, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

Table 5

Minimum Surface Temperature for Paving		
Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F
0.10 to 0.20	45°F	35°F
More than 0.20	35°F	35°F

5-04.3(2) Paving Under Traffic

These requirements apply when the Roadway being paved is open to traffic.

In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

During paving operations, maintain temporary pavement markings throughout the project. Install temporary pavement markings on the Roadway prior to opening to traffic. Temporary pavement markings shall comply with Section 8-23.

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

Equip mixing plants as follows.

- 1. Use tanks for storage and preparation of asphalt binder which:**
 - Heat the contents by means that do not allow flame to contact the contents or the tank, such as by steam or electricity.
 - Heat and hold contents at the required temperatures.
 - Continuously circulate contents to provide uniform temperature and consistency during the operating period.
 - Provide an asphalt binder sampling valve, in either the storage tank or the supply line to the mixer.
- 2. Provide thermometric equipment:**
 - In the asphalt binder feed line near the charging valve at the mixer unit, capable of detecting temperature ranges expected in the HMA and in a location convenient and safe for access by Inspectors.
 - At the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates, and situated in full view of the plant operator.
- 3. When heating asphalt binder:**
 - Do not exceed the maximum temperature of the asphalt binder recommended by the asphalt binder supplier.
 - Avoid local variations in heating.

- Provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F.
- 4. **Provide a mechanical sampler for sampling mineral materials that:**
 - Meets the crushing or screening requirements of Section 1-05.6.
- 5. **Provide HMA sampling equipment that complies with WSDOT SOP T-168.**
 - Use a mechanical sampling device installed between the discharge of the silo and the truck transport, approved by the Engineer, or
 - Platforms or devices to enable sampling from the truck transport without entering the truck transport for sampling HMA.
- 6. **Provide for setup and operation of the Contracting Agency's field testing:**
 - As required in Section 3-01.2(2).
- 7. **Provide screens or a lump breaker:**
 - When using any RAP or any RAS, to eliminate oversize RAP or RAS particles from entering the pug mill or drum mixer.

5-04.3(3)B Hauling Equipment

Provide HMA hauling equipment with tight, clean, smooth metal beds and a cover of canvas or other suitable material of sufficient size to protect the HMA from adverse weather. Securely attach the cover to protect the HMA whenever the weather conditions during the work shift include, or are forecast to include, precipitation or an air temperature less than 45°F.

Prevent HMA from adhering to the hauling equipment. Spray metal beds with an environmentally benign release agent. Drain excess release agent prior to filling hauling equipment with HMA. Do not use petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA. For hopper trucks, operate the conveyer during the process of applying the release agent.

5-04.3(3)C Pavers

Use self-contained, power-propelled pavers provided with an internally heated vibratory screed that is capable of spreading and finishing courses of HMA in lane widths required by the paving section shown in the Plans.

When requested by the Engineer, provide written certification that the paver is equipped with the most current equipment available from the manufacturer for the prevention of segregation of the coarse aggregate particles. The certification shall list the make, model, and year of the paver and any equipment that has been retrofitted to the paver.

Operate the screed in accordance with the manufacturer's recommendations and in a manner to produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. Provide a copy of the manufacturer's recommendations upon request by the Contracting Agency. Extensions to the screed will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. In the Travelled Way do not use extensions without both augers and an internally heated vibratory screed.

Equip the paver with automatic screed controls and sensors for either or both sides of the paver. The controls shall be capable of sensing grade from an outside reference line, sensing the transverse slope of the screed, and providing automatic signals that operate the screed to maintain the desired grade and transverse slope. Construct the sensor so it will operate from a reference line or a mat referencing device. The transverse slope controller shall be capable of maintaining the screed at the desired slope within plus or minus 0.1 percent.

Equip the paver with automatic feeder controls, properly adjusted to maintain a uniform depth of material ahead of the screed.

Manual operation of the screed is permitted in the construction of irregularly shaped and minor areas. These areas include, but are not limited to, gore areas, road approaches, tapers and left-turn channelizations.

When specified in the Contract, provide reference lines for vertical control. Place reference lines on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line is permitted. Automatically control the grade and slope of intermediate lanes by means of reference lines or a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

Furnish and install all pins, brackets, tensioning devices, wire, and accessories necessary for satisfactory operation of the automatic control equipment.

If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6.

5-04.3(3)D Material Transfer Device or Material Transfer Vehicle

Use a material transfer device (MTD) or material transfer vehicle (MTV) to deliver the HMA from the hauling equipment to the paving machine for any lift in (or partially in) the top 0.30 feet of the pavement section used in traffic lanes. However, an MTD/V is not required for HMA placed in irregularly shaped and minor areas such as tapers and turn lanes, or for HMA mixture that is accepted by Visual Evaluation. At the Contractor's request the Engineer may approve paving without an MTD/V; the Engineer will determine if an equitable adjustment in cost or time is due. If a windrow elevator is used, the Engineer may limit the length of the windrow in urban areas or through intersections.

To be approved for use, an MTV:

1. Shall be a self-propelled vehicle, separate from the hauling vehicle or paver.
2. Shall not be connected to the hauling vehicle or paver.
3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

1. Shall be positively connected to the paver.
2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

5-04.3(3)E Rollers

Operate rollers in accordance with the manufacturer's recommendations. When requested by the Engineer, provide a Type 1 Working Drawing of the manufacturer's recommendation for the use of any roller planned for use on the project. Do not use rollers that crush aggregate, produce pickup or washboard, unevenly compact the surface, displace the mix, or produce other undesirable results.

5-04.3(4) Preparation of Existing Paved Surfaces

Before constructing HMA on an existing paved surface, the entire surface of the pavement shall be clean. Entirely remove all fatty asphalt patches, grease drippings, and other deleterious substances from the existing pavement to the satisfaction of the Engineer. Thoroughly clean all pavements or bituminous surfaces of dust, soil, pavement grindings, and other foreign matter. Thoroughly remove any cleaning or solvent type liquids used to clean equipment spilled on the pavement before paving proceeds. Fill all holes and small depressions with an appropriate class of HMA. Level and thoroughly compact the surface of the patched area.

Apply a uniform coat of asphalt (tack coat) to all paved surfaces on which any course of HMA is to be placed or abutted. Apply tack coat to cover the cleaned existing pavement with a thin film of residual asphalt free of streaks and bare spots. Apply a heavy application of tack coat to all joints. For Roadways open to traffic, limit the application of tack coat to surfaces that will be paved during the same working shift. Equip the spreading equipment with a thermometer to indicate the temperature of the tack coat material.

Do not operate equipment on tacked surfaces until the tack has broken and cured. Repair tack coat damaged by the Contractor's operation, prior to placement of the HMA.

Unless otherwise approved by the Engineer, use CSS-1, CSS-1h, or Performance Graded (PG) asphalt for tack coat. The CSS-1 and CSS-1h emulsified asphalt may be diluted with water at a rate not to exceed one part water to one part emulsified asphalt. Do not allow the tack coat material to exceed the maximum temperature recommended by the asphalt supplier.

When shown in the Plans, prelevel uneven or broken surfaces over which HMA is to be placed by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

5-04.3(4)A Crack Sealing

5-04.3(4)A1 General

When the Proposal includes a pay item for crack sealing, seal all cracks $\frac{1}{4}$ inch in width and greater.

Cleaning: Ensure that cracks are thoroughly clean, dry and free of all loose and foreign material when filling with crack sealant material. Use a hot compressed air lance to dry and warm the pavement surfaces within the crack immediately prior to filling a crack with the sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing cracks is not required.

Sand Slurry: For cracks that are to be filled with sand slurry, thoroughly mix the components and pour the mixture into the cracks until full. Add additional CSS-1 emulsified asphalt to the sand slurry as needed for workability to ensure the mixture will completely fill the crack. Strike off the sand slurry flush with the existing pavement surface and allow the mixture to cure. Top off cracks that were not completely filled with additional sand slurry. Do not place the HMA overlay until the slurry has fully cured.

Hot Poured Sealant: For cracks that are to be filled with hot poured sealant, apply the material in accordance with these requirements and the manufacturer's recommendations. Furnish a Type 1 Working Drawing of the manufacturer's recommendations to the Engineer prior to the start of work, including the manufacturer's recommended heating time and temperatures, allowable storage time and temperatures after initial heating, allowable reheating criteria, and application temperature range. Confine hot poured sealant material within the crack. Clean any overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the Contractor's method of sealing the cracks with hot poured sealant results in an excessive amount of material on the pavement surface, stop and correct the operation to eliminate the excess material.

5-04.3(4)A2 Crack Sealing Areas Prior to Paving

In areas where HMA will be placed, use sand slurry to fill the cracks.

5-04.3(4)A3 Crack Sealing Areas Not to be Paved

In areas where HMA will not be placed, fill the cracks as follows:

1. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

5-04.3(4)B Soil Residual Herbicide

Where shown in the Plans, apply one application of an approved soil residual herbicide. Comply with Section 8-02.3(3)B. Complete paving within 48 hours of applying the herbicide.

Use herbicide registered with the Washington State Department of Agriculture for use under pavement. Before use, obtain the Engineer's approval of the herbicide and the proposed rate of application. Include the following information in the request for approval of the material:

1. Brand Name of the Material,
2. Manufacturer,
3. Environmental Protection Agency (EPA) Registration Number,
4. Material Safety Data Sheet, and
5. Proposed Rate of Application.

5-04.3(4)C Pavement Repair

Excavate pavement repair areas and backfill these with HMA in accordance with the details shown in the Plans and as staked. Conduct the excavation operations in a manner that will protect the pavement that is to remain. Repair pavement not designated to be removed that is damaged as a result of the Contractor's operations to the satisfaction of the Engineer at no cost to the Contracting Agency. Excavate only within one lane at a time unless approved otherwise by the Engineer. Do not excavate more area than can be completely backfilled and compacted during the same shift.

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 1.0 feet. The Engineer will make the final determination of the excavation depth required.

The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, sawcut the perimeter of the pavement area to be removed unless the pavement in the pavement repair area is to be removed by a pavement grinder.

Excavated materials shall be the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

Apply a heavy application of tack coat to all surfaces of existing pavement in the pavement repair area, in accordance with Section 5-04.3(4).

Place the HMA backfill in lifts not to exceed 0.35-foot compacted depth. Thoroughly compact each lift by a mechanical tamper or a roller.

5-04.3(5) Producing/Stockpiling Aggregates, RAP, & RAS

Produce aggregate in compliance with Section 3-01. Comply with Section 3-02 for preparing stockpile sites, stockpiling, and removing from stockpile each of the following: aggregates, RAP, and RAS. Provide sufficient storage space for each size of aggregate, RAP and RAS. Fine aggregate or RAP may be uniformly blended with the RAS as a method of preventing the agglomeration of RAS particles. Remove the aggregates, RAP and RAS from stockpile(s) in a manner that ensures minimal segregation when being moved to the HMA plant for processing into the final mixture. Keep different aggregate sizes separated until they have been delivered to the HMA plant.

5-04.3(5)A Stockpiling RAP or RAS for High RAP/Any RAS Mixes

Do not place any RAP or RAS into a stockpile which has been sequestered for a High RAP/Any RAS mix design. Do not incorporate any RAP or RAS into a High RAP/Any RAS mixture from any

source other than the stockpile which was sequestered for approval of that particular High RAP/Any RAS mix design.

RAP that is used in a Low RAP/No RAS mix is not required to come from a sequestered stockpile.

5-04.3(6) Mixing

The asphalt supplier shall introduce anti-stripping additive, in the amount designated on the QPL for the mix design, into the asphalt binder prior to shipment to the asphalt mixing plant.

Anti-strip is not required for temporary work that will be removed prior to Physical Completion.

Use asphalt binder of the grade, and from the supplier, in the approved mix design.

Prior to introducing reclaimed materials into the asphalt plant, remove wire, nails, and other foreign material. Discontinue use of the reclaimed material if the Engineer, in their sole discretion, determines the wire, nails, or other foreign material to be excessive.

Size RAP and RAS prior to entering the mixer to provide uniform and thoroughly mixed HMA. If there is evidence of the RAP or RAS not breaking down during the heating and mixing of the HMA, immediately suspend the use of the RAP or RAS until changes have been approved by the Engineer.

After the required amount of mineral materials, RAP, RAS, new asphalt binder and recycling agent have been introduced into the mixer, mix the HMA until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, RAP and RAS is ensured.

Upon discharge from the mixer, ensure that the temperature of the HMA does not exceed the optimum mixing temperature shown on the approved Mix Design Report by more than 25°F, or as approved by the Engineer. When a WMA additive is included in the manufacture of HMA, do not heat the WMA additive (at any stage of production including in binder storage tanks) to a temperature higher than the maximum recommended by the manufacturer of the WMA additive.

A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, reduce the moisture content.

During the daily operation, HMA may be temporarily held in approved storage facilities. Do not incorporate HMA into the Work that has been held for more than 24 hours after mixing. Provide an easily readable, low bin-level indicator on the storage facility that indicates the amount of material in storage. Waste the HMA in storage when the top level of HMA drops below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift. Dispose of rejected or waste HMA at no expense to the Contracting Agency.

5-04.3(7) Spreading and Finishing

Do not exceed the maximum nominal compacted depth of any layer in any course, as shown in Table 6, unless approved by the Engineer:

Table 6

Maximum Nominal Compacted Depth of Any Layer		
HMA Class	Wearing Course	Other than Wearing Course
1 inch	0.35 feet	0.35 feet
¾ and ½ inch	0.30 feet	0.35 feet
⅜ inch	0.15 feet	0.15 feet

Use HMA pavers complying with Section 5-04.3(3) to distribute the mix. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand.

When more than one JMF is being utilized to produce HMA, place the material produced for each

JMF with separate spreading and compacting equipment. Do not intermingle HMA produced from more than one JMF. Each strip of HMA placed during a work shift shall conform to a single JMF established for the class of HMA specified unless there is a need to make an adjustment in the JMF.

5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA

Sample aggregate for meeting the requirements of Section 3-04 prior to being incorporated into HMA. (The acceptance data generated for the Section 3-04 acceptance analysis will not be commingled with the acceptance data generated for the Section 5-04.3(9) acceptance analysis.) Aggregate acceptance samples shall be taken as described in Section 3-04. Aggregate acceptance testing will be performed by the Contracting Agency. Aggregate contributed from RAP and/or RAS will not be evaluated under Section 3-04.

For aggregate that will be used in HMA mixture which will be accepted by either Statistical or Nonstatistical Evaluation, the Contracting Agency’s acceptance of the aggregate will be based on:

1. Samples taken prior to mixing with asphalt binder, RAP, or RAS;
2. Testing for the materials properties of fracture, uncompacted void content, and sand equivalent;
3. Evaluation by the Contracting Agency in accordance with Section 3-04, including price adjustments as described therein.

For aggregate that will be used in HMA which will be accepted by Visual Evaluation, evaluation in accordance with items 1, 2, and 3 above is at the discretion of the Engineer.

5-04.3(9) HMA Mixture Acceptance

The Contracting Agency will evaluate HMA mixture for acceptance by one of three methods as determined from the criteria in Table 7.

Table 7

Basis of Acceptance for HMA Mixture			
	Visual Evaluation	Nonstatistical Evaluation	Statistical Evaluation
Criteria for Selecting the Evaluation Method	<ul style="list-style-type: none"> • Commercial HMA placed at any location • Any HMA placed in: <ul style="list-style-type: none"> ○ sidewalks ○ road approaches ○ ditches ○ slopes ○ paths ○ trails ○ gores ○ prelevel ○ temporary pavement¹ ○ pavement repair • Other nonstructural applications of HMA as approved by the Engineer 	<ul style="list-style-type: none"> • All HMA mixture of the same class and PG binder grade with a Proposal quantity less than 4,000 tons. (Exclude the tonnage of HMA mixture accepted by Visual Evaluation.) 	<ul style="list-style-type: none"> • All HMA mixture other than that accepted by Visual or Nonstatistical Evaluation

¹Temporary pavement is HMA that will be removed before Physical Completion of the Contract.

5-04.3(9)A Mixture Acceptance – Test Section

This Section applies to HMA mixture accepted by Statistical Evaluation and mixture accepted by Nonstatistical Evaluation. A test section is not allowed for HMA accepted by Visual Evaluation.

The purpose of a test section is to determine, at the beginning of paving, whether or not the Contractor’s mix design and production processes will produce HMA meeting the Contract requirements related to mixture.

Use Table 8 to determine when a test section is required, optional, or not allowed, and to

determine when test sections may end for an individual mix design. Each mix design will be evaluated independently for the test section requirements.

Construct HMA mixture test sections at the beginning of paving, using at least 600 tons and a maximum of 1,000 tons or as approved by the Engineer. Each test section shall be constructed in one continuous operation. Each test section shall be considered a lot. The mixture in each test section will be evaluated based on the criteria in Table 9 to determine if test sections for that mix design may stop.

If more than one test section is required, each test section shall be separately by the criteria in Table 8 and 9.

Table 8

Criteria for Conducting and Evaluating HMA Mix Texture Sections (For HMA Mixture Accepted by Statistical or Nonstatistical Evaluation)		
	High RAP/Any RAS	Low RAP/No RAS
Is Mixture Test Section Optional or Mandatory?	Mandatory ¹	At Contractor's Option ³
Waiting period after paving the test section.	4 calendar days ²	4 calendar days ²
What Must Happen to Stop Performing Test Sections?	Meet "Results Required to Stop Performing Test Sections" in Table 9 for High RAP/Any RAS.	Provide samples and respond to WSDOT test results required by Table 9 for Low RAP/No RAS.

¹If a mix design has produced an acceptable test section on a previous contract (paved in the same calendar year, from the same plant, using the same JMF) the test section may be waived if approved by the Engineer.

²This is to provide time needed by the Contracting Agency to complete testing and the Contractor to adjust the mixture in response to those test results. Paving may resume when this is done.

³For HMA with Low RAP/No RAS, which is accepted by Nonstatistical Evaluation, a test section is not allowed.

Table 9

Results Required to Stop Performing HMA Mixture Test Sections¹ (For HMA Mixture Accepted by Statistical or Nonstatistical Evaluation)		
Test Property	Type of HMA	
	High RAP/Any RAS	Low RAP/No RAS
Gradation	Minimum PF _i of 0.95 based on the criteria in Section 5-04.3(9)B4 ²	None ⁴
Asphalt Binder	Minimum PF _i of 0.95 based on the criteria in Section 5-04.3(9)B4 ²	None ⁴
V _a	Minimum PF _i of 0.95 based on the criteria in Section 5-04.3(9)B4 ²	None ⁴
Hamburg Wheel Track Indirect Tensile Strength	Meet requirements of Section 9-03.8(2). ³	These tests will not be done as part of Test Section.
Sand Equivalent Uncompacted Void Content Fracture	Meet requirements of Section 9-03.8(2). ³	None ³

¹In addition to the requirements of this table, acceptance of the HMA mixture used in each test section is subject to the acceptance criteria and price adjustments for Statistical Evaluation or Non-statistical Evaluation (see Table 7).

²Divide the test section lot into three sublots, approximately equal in size. Take one sample from each

sublot, and test each sample for all of the properties in the first column.

³Take one sample for each test section lot. Test the sample for all of the properties in the first column.

⁴Divide the test section lot into three sublots, approximately equal in size. Take one sample from each sublot, and test each sample for all of the properties in the first column. There are no criteria for discontinuing test sections for these mixes; however, the contractor must comply with Section 5-04.3(11)F before resuming paving.

5-04.3(9)B Mixture Acceptance – Statistical Evaluation

5-04.3(9)B1 Mixture Statistical Evaluation – Lots and Sublots

HMA mixture which is accepted by Statistical Evaluation will be evaluated by the Contracting Agency dividing that HMA tonnage into mixture lots, and each mixture lot will be evaluated using stratified random sampling by the Contracting Agency sub-dividing each mixture lot into mixture sublots. All mixture in a mixture lot shall be of the same mix design. The mixture sublots will be numbered in the order in which the mixture (of a particular mix design) is paved.

Each mixture lot comprises a maximum of 15 mixture sublots, except:

- The final mixture lot of each mix design on the Contract will comprise a maximum of 25 sublots.
- A mixture lot for a test section, which will consist of the three sublots and corresponding test results used in evaluating the test section for gradation, asphalt binder, and Va.

Each mixture sublot shall be approximately uniform in size with the maximum mixture sublot size as specified in Table 10. The quantity of material represented by the final mixture sublot of the project, for each mix design on the project, may be increased to a maximum of two times the mixture sublot quantity calculated. Should a lot accepted by statistical evaluation contain fewer than three sublots, the HMA will be accepted in accordance with nonstatistical evaluation.

Table 10

Maximum HMA Mixture Sublot Size For HMA Accepted by Statistical Evaluation	
HMA Original Plan Quantity (tons)¹	Maximum Sublot Size (tons)²
< 20,000	1,000
20,000 to 30,000	1,500
>30,000	2,000

¹“Plan quantity” means the plan quantity of all HMA of the same class and binder grade which is accepted by Statistical Evaluation.

²The maximum sublot size for each combination of HMA class and binder grade shall be calculated separately.

- For a mixture lot in progress with a mixture CPF less than 0.75, a new mixture lot will begin at the Contractor’s request after the Engineer is satisfied that material conforming to the Specifications can be produced. See also Section 5-04.3(11)F.
- If, before completing a mixture lot, the Contractor requests a change to the JMF which is approved by the Engineer, the mixture produced in that lot after the approved change will be evaluated on the basis of the changed JMF, and the mixture produced in that lot before the approved change will be evaluated on the basis of the unchanged JMF; however, the mixture before and after the change will be evaluated in the same lot. Acceptance of subsequent mixture lots will be evaluated on the basis of the changed JMF.

5-04.3(9)B2 Mixture Statistical Evaluation – Sampling

Comply with Section 1-06.2(1).

Samples of HMA mixture which is accepted by Statistical Evaluation will be randomly selected from within each sublot, with one sample per sublot. The Engineer will determine the random sample location using WSDOT Test Method T 716. The Contractor shall obtain the sample when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the

Engineer and in accordance with FOP for WAQTC T 168.

5-04.3(9)B3 Mixture Statistical Evaluation – Acceptance Testing

Comply with Section 1-06.2(1).

The Contracting Agency will test the mixture sample from each subplot (including sublots in a test section) for the properties shown in Table 11.

Table 11

Testing Required for each HMA Mixture Sublot		
Test	Procedure	Performed by
V _a	WSDOT SOP 731	Engineer
Asphalt Binder Content	FOP for AASHTO T 308	Engineer
Gradation: Percent Passing 1½", 1", ¾", ½", ⅜", No. 4, No. 8, No. 200	FOP for WAQTC T 27/T 11	Engineer

The mixture samples and tests taken for the purpose of determining acceptance of the test section (as described in Section 5-04.3(9)A) shall also be used as the test results for acceptance of the mixture described in 5-04.3(9)B3, 5-04.3(9)B4, 5-04.3(9)B5, and 5-04.3(9)B6.

5-04.3(9)B4 Mixture Statistical Evaluation – Pay Factors

Comply with Section 1-06.2(2).

The Contracting Agency will determine a pay factor (PF_i) for each of the properties in Table 11, for each mixture lot, using the quality level analysis in Section 1-06.2(2)D. For Gradation, a pay factor will be calculated for each of the sieve sizes listed in Table 11 which is equal to or smaller than the maximum allowable aggregate size (100 percent passing sieve) of the HMA mixture. The USL and LSL shall be calculated using the Job Mix Formula Tolerances (for Statistical Evaluation) in Section 9-03.8(7).

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

5-04.3(9)B5 Mixture Statistical Evaluation – Composite Pay Factors (CPF)

Comply with Section 1-06.2(2).

In accordance with Section 1-06.2(2)D4, the Contracting Agency will determine a Composite Pay Factor (CPF) for each mixture lot from the pay factors calculated in Section 5-04.3(9)B4, using the price adjustment factors in Table 12. Unless otherwise specified, the maximum CPF for HMA mixture shall be 1.05.

Table 12

HMA Mixture Price Adjustment Factors	
Constituent	Factor "f"
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (V _a)	20

5-04.3(9)B6 Mixture Statistical Evaluation – Price Adjustments

For each HMA mixture lot, a Job Mix Compliance Price Adjustment will be determined and

applied, as follows:

$$\text{JMCPA} = [0.60 \times (\text{CPF} - 1.00)] \times Q \times \text{UP}$$

Where

- JMCPA = Job Mix Compliance Price Adjustment for a given lot of mixture (\$)
- CPF = Composite Pay factor for a given lot of mixture (maximum is 1.05)
- Q = Quantity in a given lot of mixture (tons)
- UP = Unit price of the HMA in a given lot of mixture (\$/ton)

5-04.3(9)B7 Mixture Statistical Evaluation – Retests

The Contractor may request that a mixture subplot be retested. To request a retest, submit a written request to the Contracting Agency within 7 calendar days after the specific test results have been posted to the website or emailed to the Contractor, whichever occurs first. The Contracting Agency will send a split of the original acceptance sample for testing by the Contracting Agency to either the Region Materials Laboratory or the State Materials Laboratory as determined by the Engineer. The Contracting Agency will not test the split of the sample with the same equipment or by the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and V_a , and the results of the retest will be used for the acceptance of the HMA mixture in place of the original mixture subplot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of \$250 per sample.

5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation

5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots, Sublots, Sampling, Test Section, Testing, Retests

For HMA mixture accepted by Nonstatistical Evaluation, comply with the requirements in Table 13:

Table 13

Nonstatistical Evaluation		
Lots, Sublots, Sampling, Test Section, Testing, Retests		
Comply with the Specifications Below		Comply with the Requirements of the Section for:
Test Section	Section 5-04.3(9)A	Nonstatistical Evaluation
Lots and Sublots	Section 5-04.3(9)B1	Statistical Evaluation
Sampling	Section 5-04.3(9)B2	Statistical Evaluation
Acceptance Tests	Section 5-04.3(9)B3	Statistical Evaluation
Retests	Section 5-04.3(9)B7	Statistical Evaluation

5-04.3(9)C2 Mixture Nonstatistical Evaluation - Acceptance

Each mixture lot of HMA produced under Nonstatistical Evaluation, for which all subplot acceptance test results (required by Table 13) fall within the Job Mix Formula Tolerances for Nonstatistical Evaluation in Section 9-03.8(7), will be accepted at the unit Contract price with no further evaluation.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Out of Tolerance Procedures

Each mixture lot of HMA produced under Nonstatistical Evaluation, for which any subplot acceptance test result (required by Table 13) falls outside of the Job Mix Formula Tolerances for Nonstatistical Evaluation in Section 9-03.8(7), shall be evaluated in accordance with Section 1-06.2 and Table 14 to determine a Job Mix Compliance Price Adjustment.

Table 14

Nonstatistical Evaluation – Out of Tolerance Procedures	
Comply with the Following ¹	
Pay Factors ²	Section 5-04.3(9)B4
Composite Pay Factors ³	Section 5-04.3(9)B5
Price Adjustments	Section 5-04.3(9)B6

¹When less than three mixture sublots exist, backup samples of the existing mixture sublots shall be tested to provide a minimum of three sets of results for evaluation. If enough backup samples are not available, the Contracting Agency will select core sample locations from the Roadway in accordance with WSDOT Test Method T 716, take cores from the roadway in accordance with WSDOT SOP 734, and test the cores in accordance with WSDOT SOP 737.

²The Nonstatistical Evaluation tolerance limits in Section 9-03.8(7) will be used in the calculation of the PF_i.

³The maximum CPF shall be 1.00.

5-04.3(9)D Mixture Acceptance – Visual Evaluation

Visual Evaluation of HMA mixture will be by visual inspection by the Engineer or, in the sole discretion of the Engineer, the Engineer may sample and test the mixture.

5-04.3(9)D1 Mixture Visual Evaluation – Lots, Sampling, Testing, Price Adjustments

HMA mixture accepted by Visual Evaluation will not be broken into lots unless the Engineer determines that testing is required. When that occurs, the Engineer will identify the limits of the questionable HMA mixture, and that questionable HMA mixture shall constitute a lot. Then, the Contractor will take samples from the truck, or the Engineer will take core samples from the roadway at a minimum of three random locations from within the lot, selected in accordance with WSDOT Test Method T 716, taken from the roadway in accordance with WSDOT SOP 734, and tested in accordance with WSDOT SOP 737. The Engineer will test one of the samples for all constituents in Section 5-04.3(9)B3. If all constituents from that test fall within the Job Mix Formula Tolerances (for Visual Evaluation) in Section 9-03.8(7), the lot will be accepted at the unit Contract price with no further evaluation.

When one or more constituents fall outside those tolerance limits, the other samples will be tested for all constituents in Section 5-04.3(9)B3, and a Job Mix Compliance Price Adjustment will be calculated in accordance with Table 15.

Table 15

Visual Evaluation – Out of Tolerance Procedures	
Comply with the Following	
Pay Factors ¹	Section 5-04.3(9)B4
Composite Pay Factors ²	Section 5-04.3(9)B5
Price Adjustments	Section 5-04.3(9)B6

¹The Visual Evaluation tolerance limits in Section 9-03.8(7) will be used in the calculation of the PF_i.

²The maximum CPF shall be 1.00.

5-04.3(9)E Mixture Acceptance – Notification of Acceptance Test Results

The results of all mixture acceptance testing and the Composite Pay Factor (CPF) of the lot after three sublots have been tested will be available to the Contractor through The Contracting Agency’s website.

The Contracting Agency will endeavor to provide written notification (via email to the Contractor’s designee) of acceptance test results through its web-based materials testing system Statistical Analysis of Materials (SAM) within 24 hours of the sample being made available to the Contracting Agency. However, the Contractor agrees:

1. Quality control, defined as the system used by the Contractor to monitor, assess, and adjust its production processes to ensure that the final HMA mixture will meet the specified level of quality, is the sole responsibility of the Contractor.
2. The Contractor has no right to rely on any testing performed by the Contracting Agency, nor does the Contractor have any right to rely on timely notification by the Contracting Agency of the Contracting Agency’s test results (or statistical analysis thereof), for any part of quality control and/or for making changes or correction to any aspect of the HMA mixture.
3. The Contractor shall make no claim for untimely notification by the Contracting Agency of the Contracting Agency’s test results or statistical analysis.

5-04.3(10) HMA Compaction Acceptance

For all HMA, the Contractor shall comply with the General Compaction Requirements in Section 5-04.3(10)A. The Contracting Agency will evaluate all HMA for compaction compliance with one of the following - Statistical Evaluation, Visual Evaluation, or Test Point Evaluation - determined by the criteria in Table 16:

Table 16

Criteria for Determining Method of Evaluation for HMA Compaction¹		
Statistical Evaluation of HMA Compaction is Required For:	Visual Evaluation of HMA Compaction is Required For:	Test Point Evaluation of HMA Compaction is Required For:
<ul style="list-style-type: none"> • Any HMA for which the specified course thickness is greater than 0.10 feet, and the HMA is in: <ul style="list-style-type: none"> ○ traffic lanes, including but not limited to: • ramp lanes • truck climbing lanes • weaving lanes • speed change lanes 	<ul style="list-style-type: none"> • “HMA for Preleveling...” • “HMA for Pavement Repair...” 	<ul style="list-style-type: none"> • Any HMA not meeting the criteria for Statistical Evaluation or Visual Evaluation

¹This table applies to all HMA, and shall be the sole basis for determining the acceptance method for compaction.

The Contracting Agency may, at its sole discretion, evaluate any HMA for compliance with the Cyclic Density requirements of Section 5-04.3(10)B.

5-04.3(10)A HMA Compaction – General Compaction Requirements

Immediately after the HMA has been spread and struck off, and after surface irregularities have been adjusted, thoroughly and uniformly compact the mix. The completed course shall be free from ridges, ruts, humps, depressions, objectionable marks, and irregularities and shall conform to the line, grade, and cross-section shown in the Plans. If necessary, alter the JMF in accordance with Section 9-03.8(7) to achieve desired results.

Compact the mix when it is in the proper condition so that no undue displacement, cracking, or shoving occurs. Compact areas inaccessible to large compaction equipment by mechanical or hand tampers. Remove HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective. Replace the removed material with new HMA, and compact it immediately to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor’s option, provided the specified densities are attained. An exception shall be that pneumatic tired rollers shall be used for compaction of the wearing course beginning October 1st of any year through March 31st of the following year. Coverage with a steel wheel roller may precede pneumatic tired rolling. Unless otherwise approved by the Engineer, operate rollers in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, do not operate a roller in a mode that results in checking or cracking of the mat.

On bridge decks and on the five feet of roadway approach immediately adjacent to the end of bridge/back of pavement seat, operate rollers in static mode only.

5-04.3(10)B HMA Compaction – Cyclic Density

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer’s discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A \$500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

5-04.3(10)C HMA Compaction Acceptance – Statistical Evaluation

HMA compaction which is accepted by Statistical Evaluation will be based on acceptance testing performed by the Contracting Agency, and statistical analysis of those acceptance tests results. This will result in a Compaction Price Adjustment.

5-04.3(10)C1 HMA Compaction Statistical Evaluation – Lots and Sublots

HMA compaction which is accepted by Statistical Evaluation will be evaluated by the Contracting Agency dividing the project into compaction lots, and each compaction lot will be evaluated using stratified random sampling by the Contracting Agency sub-dividing each compaction lot into compaction sublots. All mixture in any individual compaction lot shall be of the same mix design. The compaction sublots will be numbered in the order in which the mixture (of a particular mix design) is paved.

Each compaction lot comprises a maximum of 15 compaction sublots, except for the final compaction lot of each mix design on the Contract, which comprises a maximum of 25 sublots.

Each compaction subplot shall be uniform in size as shown in Table 17, except that the last compaction subplot of each day may be increased to a maximum of two times the compaction subplot quantity calculated. Minor variations in the size of any subplot shall not be cause to invalidate the associated test result.

Table 17

HMA Compaction Sublot Size	
HMA Original Plan Quantity (tons) ¹	Compaction Sublot Size (tons)
<20,000	100
20,000 to 30,000	150
>30,000	200

¹In determining the plan quantity tonnage, do not include any tons accepted by test point evaluation.

The following will cause one compaction lot to end prematurely and a new compaction lot to begin:

- For a compaction lot in progress with a compaction CPF less than 0.75, a new compaction lot will begin at the Contractor’s request after the Engineer is satisfied that material conforming to the Specifications can be produced. See also Section 5-04.3(11)F.

5-04.3(10)C2 HMA Compaction Statistical Evaluation – Acceptance Testing

Comply with Section 1-06.2(1).

The location of HMA compaction acceptance tests will be randomly selected by the Contracting Agency from within each subplot, with one test per subplot. The Contracting Agency will determine the random sample location using WSDOT Test Method T 716.

Use Table 18 to determine compaction acceptance test procedures and to allocate compaction acceptance sampling and testing responsibilities between the Contractor and the Contracting Agency. Roadway cores shall be taken or nuclear density testing shall occur after completion of the finish rolling, prior to opening to traffic, and on the same day that the mix is placed.

Table 18

HMA Compaction Acceptance Testing Procedures and Responsibilities			
	When Contract Includes Bid Item "Roadway Cores"	When Contract Does Not Include Bid Item "Roadway Cores"	
Basis for Test:	Roadway Cores	Roadway Cores ³	Nuclear Density Gauge ³
In-Place Density Determined by:	Contractor shall take cores ¹ using WSDOT SOP 734 ²	Contracting Agency will take cores ¹ using WSDOT SOP 734	Contracting Agency, using FOP for WAQTC TM 8
	Contracting Agency will determine core density using FOP for AASHTO T 166		
Theoretical Maximum Density Determined by:	Contracting Agency, using FOP for AASHTO T 209		
Rolling Average of Theoretical Maximum Densities Determined by:	Contracting Agency, using WSDOT SOP 729		
Percent Compaction in Each Sublot Determined by:	Contracting Agency, using WSDOT SOP 736	Contracting Agency, using WSDOT SOP 736	Contracting Agency, using FOP for WAQTC TM 8

¹The core diameter shall be 4-inches unless otherwise approved by the Engineer.

²The Contractor shall take the core samples in the presence of the Engineer, at locations designated by the Engineer, and deliver the core samples to the Contracting Agency.

³The Contracting Agency will determine, in its sole discretion, whether it will take cores or use the nuclear density gauge to determine in-place density. Exclusive reliance on cores for density acceptance is generally intended for small paving projects and is not intended as a replacement for nuclear gauge density testing on typical projects.

When using the nuclear density gauge for acceptance testing of pavement density, the Engineer will follow WSDOT SOP 730 for correlating the nuclear gauge with HMA cores. When cores are required for the correlation, coring and testing will be by the Contracting Agency. When a core is taken for gauge correlation at the location of a sublot, the relative density of the core will be used for the sublot test result and is exempt from retesting.

5-04.3(10)C3 HMA Statistical Compaction – Price Adjustments

For each HMA compaction lot (that is accepted by Statistical Evaluation) which has less than three compaction sublots, for which all compaction sublots attain a minimum of 91 percent compaction determined in accordance with FOP for WAQTC TM 8 (or WSDOT SOP 736 when provided by the Contract), the HMA will be accepted at the unit Contract price with no further evaluation.

For each HMA compaction lot (that is accepted by Statistical Evaluation) which does not meet the criteria in the preceding paragraph, the compaction lot shall be evaluated in accordance with Section 1-06.2(2) to determine the appropriate Compaction Price Adjustment (CPA). All of the test results obtained from the acceptance samples from a given compaction lot shall be evaluated collectively. Additional testing by either a nuclear density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For the statistical analysis in Section 1-06.2, use the following values:

x = Percent compaction of each subplot
USL = 100
LSL = 91

Each CPA will be determined as follows:

CPA = $[0.40 \times (CPF - 1.00)] \times Q \times UP$

Where

CPA = Compaction Price Adjustment for the compaction lot (\$)
CPF = Composite Pay Factor for the compaction lot (maximum is 1.05)
Q = Quantity in the compaction lot (tons)
UP = Unit price of the HMA in the compaction lot (\$/ton)

5-04.3(10)C4 HMA Statistical Compaction – Requests for Retesting

For a compaction subplot that has been tested with a nuclear density gauge that did not meet the minimum of 91 percent of the theoretical maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core, taken at the same location as the nuclear density test, be used for determination of the relative density of the compaction subplot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the compaction subplot and will be used for calculation of the CPF and acceptance of HMA compaction lot. When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the compaction subplot have been provided or made available to the Contractor. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for retesting. When the CPF for the compaction lot based on the results of the cores is less than 1.00, the Contracting Agency will deduct the cost for the coring from any monies due or that may become due the Contractor under the Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the traffic control.

5-04.3(10)D HMA Compaction – Visual Evaluation

Visual Evaluation will be the basis of acceptance for compaction of the Bid items “HMA for Pavement Repair Cl. ___ PG ___” and “HMA for Prelevelling Class ___ PG ___”. This HMA shall be thoroughly compacted to the satisfaction of the Engineer. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller.

5-04.3(10)E HMA Compaction – Test Point Evaluation

When compaction acceptance is by Test Point Evaluation, compact HMA based on a test point evaluation of the compaction train. Perform the test point evaluation in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

5-04.3(10)F HMA Compaction Acceptance – Notification of Acceptance Test Results

The obligations and responsibilities for notifying the Contractor of compaction acceptance test results are the same as for mixture acceptance test results. See Section 5-04.3(9)E.

5-04.3(11) Reject Work

This Section applies to HMA and all requirements related to HMA (except aggregates prior to being incorporated into HMA). For rejection of aggregate prior to its incorporation into HMA refer to Section 3-04.

5-04.3(11)A Reject Work – General

Work that is defective or does not conform to Contract requirements shall be rejected.

5-04.3(11)B Rejection by Contractor

The Contractor may, prior to acceptance sampling and testing, elect to remove any defective material and replace it with new material. Any such new material will be sampled, tested, and evaluated for acceptance.

5-04.3(11)C Rejection Without Testing (Mixture or Compaction)

The Engineer may, without sampling, reject any batch, load, or section of Roadway that appears defective. Material rejected before placement shall not be incorporated into the pavement.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests the rejected material to be tested. If the Contractor requests testing, acceptance will be by Statistical Evaluation, and a minimum of three samples will be obtained and tested. When uncompacted material is required for testing but not available, the Engineer will determine random sample locations on the roadway in accordance with WSDOT Test Method T 716, take cores in accordance with WSDOT SOP 734, and test the cores in accordance with WSDOT SOP 737.

If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

5-04.3(11)D Rejection – A Partial Sublot (Mixture or Compaction)

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a mixture or compaction sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. The Contracting Agency will obtain a minimum of three random samples of the suspect material and perform the testing. When uncompacted material is required for testing but is not available, the Engineer will select random sample locations on the roadway in accordance with WSDOT Test Method T 716, take cores samples in accordance with WSDOT SOP 734, and test the material in accordance with WSDOT SOP 737. The material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)E Rejection – An Entire Sublot (Mixture or Compaction)

An entire mixture or compaction sublot that is suspected of being defective may be rejected. When this occurs, a minimum of two additional random samples from this sublot will be obtained. When uncompacted material is required for the additional samples but the material has been compacted, the Contracting Agency will take and test cores from the roadway as described in Section 5-04.3(11)D. The additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)F Rejection - A Lot in Progress (Mixture or Compaction)

The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced when:

1. the Composite Pay Factor (CPF) of a mixture or compaction lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
2. the Pay Factor (PF_i) for any constituent of a mixture or compaction lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
3. either the PF_i for any constituent (or the CPF) of a mixture or compaction lot in progress is less than 0.75.

5-04.3(11)G Rejection – An Entire Lot (Mixture or Compaction)

An entire lot with a CPF of less than 0.75 will be rejected.

5-04.3(12) Joints

5-04.3(12)A Transverse Joints

Conduct operations such that placement of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed, but the roller may pass over the unprotected end of the freshly laid HMA only when the placement of the course is discontinued for such a length of time that the HMA will cool below compaction temperature. When the Work is resumed, cut back the previously compacted HMA to produce a slightly beveled edge for the full thickness of the course.

Construct a temporary wedge of HMA on a 50H:1V where a transverse joint as a result of paving or planing is open to traffic. Separate the HMA in the temporary wedge from the permanent HMA upon which it is placed by strips of heavy wrapping paper or other methods approved by the Engineer. Remove the wrapping paper and trim the joint to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

Waste the material that is cut away and place new HMA against the cut. Use rollers or tamping irons to seal the joint.

5-04.3(12)B Longitudinal Joints

Offset the longitudinal joint in any one course from the course immediately below by not more than 6 inches nor less than 2 inches. Locate all longitudinal joints constructed in the wearing course at a lane line or an edge line of the Traveled Way. Construct a notched wedge joint along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size nor more than $\frac{1}{2}$ of the compacted lift thickness, and then taper down on a slope not steeper than 4H:1V. Uniformly compact the sloped portion of the HMA notched wedge joint.

On one-lane ramps a longitudinal joint may be constructed at the center of the traffic lane, subject to approval by the Engineer, if:

1. The ramp must remain open to traffic, or
2. The ramp is closed to traffic and a hot-lap joint is constructed.
 - a. Two paving machines shall be used to construct the hot-lap joint.
 - b. The pavement within 6 inches of the hot-lap joint will not be excluded from random location selection for compaction testing.
 - c. Construction equipment other than rollers shall not operate on any uncompacted HMA.

When HMA is placed adjacent to cement concrete pavement, construct longitudinal joints between the HMA and the cement concrete pavement. Saw the joint to the dimensions shown on Standard Plan A-40.10 and fill with joint sealant meeting the requirements of Section 9-04.2.

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than $\frac{1}{8}$ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than $\frac{1}{4}$ inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, correct the pavement surface by one of the following methods:

1. Remove material from high places by grinding with an approved grinding machine, or
2. Remove and replace the wearing course of HMA, or
3. By other method approved by the Engineer.

Correct defects until there are no deviations anywhere greater than the allowable tolerances. Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of \$500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When portland cement concrete pavement is to be placed on HMA, the surface tolerance of the HMA shall be such that no surface elevation lies above the Plan grade minus the specified Plan depth of portland cement concrete pavement. Prior to placing the portland cement concrete pavement, bring any such irregularities to the required tolerance by grinding or other means approved by the Engineer.

When utility appurtenances such as manhole covers and valve boxes are located in the Traveled Way, pave the Roadway before the utility appurtenances are adjusted to the finished grade.

5-04.3(14) Planing Bituminous Pavement

Plane in such a manner that the underlying pavement is not torn, broken, or otherwise damaged by the planing operation. Delamination or raveling of the underlying pavement will not be construed as damage due to the Contractor's operations. Pavement outside the limits shown in the Plans or designated by the Engineer that is damaged by the Contractor's operations shall be repaired to the satisfaction of the Engineer at no additional cost to the Contracting Agency.

For mainline planing operations, use equipment with automatic controls and with sensors for either or both sides of the equipment. The controls shall be capable of sensing the grade from an outside reference line, or a mat-referencing device. The automatic controls shall have a transverse slope controller capable of maintaining the mandrel at the desired transverse slope (expressed as a percentage) within plus or minus 0.1 percent.

Remove all loose debris from the planed surface before opening the planed surface to traffic. The planings and other debris resulting from the planing operation shall become the property of the Contractor and be disposed of in accordance with Section 2-03.3(7)C, or as otherwise allowed by the Contract.

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the Plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

Construct HMA approaches at the locations shown in the Plans or where staked by the Engineer, in accordance with Section 5-04.

5-04.4 Measurement

HMA Cl. ___ PG ___, HMA for ___ Cl. ___ PG ___, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the HMA. If the Contractor elects to remove and replace HMA as allowed by Section 5-04.3(11), the material removed will not be measured.

Roadway cores will be measured per each for the number of cores taken.

Crack Sealing-LF will be measured by the linear foot along the line of the crack.

Soil residual herbicide will be measured by the mile for the stated width to the nearest 0.01 mile or by the square yard, whichever is designated in the Proposal.

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.

Longitudinal joint seals between the HMA and cement concrete pavement will be measured by the linear foot along the line and slope of the completed joint seal.

Planing bituminous pavement will be measured by the square yard.

Temporary pavement marking will be measured by the linear foot as provided in Section 8-23.4.

Water will be measured by the M gallon as provided in Section 2-07.4.

5-04.5 Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

“HMA Cl. ___ PG ___”, per ton.

“HMA for Approach Cl. ___ PG ___”, per ton.

“HMA for Preleveling Cl. ___ PG ___”, per ton.

“HMA for Pavement Repair Cl. ___ PG ___”, per ton.

“Commercial HMA”, per ton.

The unit Contract price per ton for “HMA Cl. ___ PG ___”, “HMA for Approach Cl. ___ PG ___”, “HMA for Preleveling Cl. ___ PG ___”, “HMA for Pavement Repair Cl. ___ PG ___”, and “Commercial HMA” shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

“Crack Sealing-FA”, by force account.

“Crack Sealing-FA” will be paid for by force account as specified in Section 1-09.6. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount in the Proposal to become a part of the total Bid by the Contractor.

Crack Sealing-LF”, per linear foot.

The unit Contract price per linear foot for “Crack Sealing-LF” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4)A.

“Soil Residual Herbicide ___ ft. Wide”, per mile, or

“Soil Residual Herbicide”, per square yard.

The unit Contract price per mile or per square yard for “Soil Residual Herbicide” shall be full payment for all costs incurred to obtain, provide and install herbicide in accordance with Section 5-04.3(4)B.

“Pavement Repair Excavation Incl. Haul”, per square yard.

The unit Contract price per square yard for “Pavement Repair Excavation Incl. Haul” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4)C with the exception, however, that all costs involved in the placement of HMA shall be included in the unit Contract price per ton for “HMA for Pavement Repair Cl. ___ PG ___”, per ton.

“Asphalt for Fog Seal”, per ton.

Payment for “Asphalt for Fog Seal” is described in Section 5-02.5.

“Longitudinal Joint Seal”, per linear foot.

The unit Contract price per linear foot for “Longitudinal Joint Seal” shall be full payment for all costs incurred to construct the longitudinal joint between HMA and cement concrete pavement, as described in Section 5-04.3(12)B.

“Planing Bituminous Pavement”, per square yard.

The unit Contract price per square yard for “Planing Bituminous Pavement” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).

“Temporary Pavement Marking”, per linear foot.

Payment for “Temporary Pavement Marking” is described in Section 8-23.5.

“Water”, per M gallon.

Payment for “Water” is described in Section 2-07.5.

“Job Mix Compliance Price Adjustment”, by calculation.

“Job Mix Compliance Price Adjustment” will be calculated and paid for as described in Section 5-04.3(9)B6, 5-04.3(9)C3, and 5-04.3(9)D1.

“Compaction Price Adjustment”, by calculation.

“Compaction Price Adjustment” will be calculated and paid for as described in Section 5-04.3(10)C3.

“Roadway Core”, per each.

The Contractor’s costs for all other Work associated with the coring (e.g., traffic control) shall be incidental and included within the unit Bid price per each and no additional payments will be made.

“Cyclic Density Price Adjustment”, by calculation.

“Cyclic Density Price Adjustment” will be calculated and paid for as described in Section 5-04.3(10)B.

SECTION 6-02, CONCRETE STRUCTURES

April 4, 2016

6-02.3(2)A Contractor Mix Design

The following new sentence is inserted after the first sentence of the third paragraph:

The mix design submittal shall also include test results no older than one year showing that the Aggregates do not contain Deleterious Substances in accordance with Section 9-03.

6-02.3(2)A1 Contractor Mix Design for Concrete Class 4000D

The following new sentence is inserted after the second sentence of the last paragraph:

Mix designs using shrinkage reducing admixture shall state the specific quantity required.

The following new sentence is inserted before the last sentence of the last paragraph:

Testing samples of mixes using shrinkage reducing admixture shall use the admixture amount specified in the mix design submittal.

6-02.3(2)B Commercial Concrete

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

Commercial concrete does not require mix design or source approvals for cement, aggregate, and other admixtures.

6-02.3(26)D2 Test Block Dimensions

The first sentence is revised to read:

The dimensions of the test block perpendicular to the tendon in each direction shall be the smaller of twice the minimum edge distance or the minimum spacing specified by the special anchorage device manufacturer, with the stipulation that the concrete cover over any confining reinforcing steel or supplementary skin reinforcement shall be appropriate for the project-specific application and circumstances.

6-02.3(27)A Use of Self-Consolidating Concrete for Precast Units

Item number 2 of the first paragraph is revised to read:

2. Precast reinforced concrete three-sided structures, box culverts and split box culverts in accordance with Section 7-02.3(6).

Section 6-09, Modified Concrete Overlays

April 4, 2016

6-09.3(8)A Quality Assurance for Microsilica Modified and Fly Ash Modified Concrete Overlays

The first sentence of the first paragraph is revised to read the following two new sentences:

The Engineer will perform slump, temperature, and entrained air tests for acceptance in

accordance with Section 6-02.3(5)D and as specified in this Section after the Contractor has turned over the concrete for acceptance testing. Concrete samples for testing shall be supplied to the Engineer in accordance with Section 6-02.3(5)E.

The last paragraph is deleted.

6-09.3(8)B Quality Assurance for Latex Modified Concrete Overlays

The first two paragraphs are deleted and replaced with the following:

The Engineer will perform slump, temperature, and entrained air tests for acceptance in accordance with Section 6-02.3(5)D and as specified in this Section after the Contractor has turned over the concrete for acceptance testing. The Engineer will perform testing as the concrete is being placed. Samples shall be taken on the first charge through each mobile mixer and every other charge thereafter. The sample shall be taken after the first 2 minutes of continuous mixer operation. Concrete samples for testing shall be supplied to the Engineer in accordance with Section 6-02.3(5)E.

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

Recommendations made by the technical representative on or off the jobsite shall be adhered to by the Contractor.

SECTION 6-14, GEOSYNTHETIC RETAINING WALLS

January 4, 2016

6-14.5 Payment

The bid item “Concrete Fascia Panel”, per square foot, and the paragraph following this bid item are revised to read:

“Concrete Fascia Panel For Geosynthetic Wall”, per square foot.

All costs in connection with constructing the concrete fascia panels as specified shall be included in the unit Contract price per square foot for “Concrete Fascia Panel For Geosynthetic Wall”, including all steel reinforcing bars, premolded joint filler, polyethylene bond breaker strip, joint sealant, PVC pipe for weep holes, exterior surface finish, and pigmented sealer (when specified), constructing and placing the concrete footing, edge beam, anchor beam, anchor rod assembly, and backfill.

SECTION 6-19, SHAFTS

January 4, 2016

6-19.4 Measurement

The first paragraph is revised to read:

Soil excavation for shaft, including haul, will be measured by the cubic yards of shaft excavated. The cubic yards will be computed using the shaft diameter, top of shaft elevation and bottom of shaft elevation shown in the Plans, less all rock excavation measured as specified for rock excavation. Excavation between the existing ground line and the top of shaft elevation is considered incidental to soil excavation for shaft and will not be measured.

The second paragraph is deleted.

6-19.5 Payment

The paragraph following the bid item “Soil Excavation For Shaft Including Haul”, per cubic yard is revised to read:

The unit Contract price per cubic yard for “Soil Excavation For Shaft Including Haul” shall be full pay for performing the work as specified, including all costs in connection with furnishing, mixing, placing, maintaining, containing, collecting, and disposing of all mineral, synthetic, and water slurry, and disposing of groundwater collected by the shaft excavation, and the incidental excavation of soils between the top of shaft elevation shown in the Plans and the existing ground line.

SECTION 8-01, EROSION CONTROL AND WATER POLLUTION CONTROL April 4, 2016

8-01.2 Materials

This section is supplemented with the following new paragraph:

Recycled concrete, in any form, shall not be used for any Work defined in Section 8-01.

8-01.3(8) Street Cleaning

This section is revised to read:

Self-propelled street sweepers shall be used to remove and collect sediment and other debris from the Roadway, whenever required by the Engineer. The street sweeper shall effectively collect these materials and prevent them from being washed or blown off the Roadway or into waters of the State. Street sweepers shall not generate fugitive dust and shall be designed and operated in compliance with applicable air quality standards.

Material collected by the street sweeper shall be disposed of in accordance with Section 2-03.3(7)C.

Street washing with water will require the concurrence of the Engineer.

SECTION 8-10, GUIDE POSTS

January 4, 2016

8-10.3 Construction Requirements

The last sentence of the second paragraph is deleted.

SECTION 8-20, ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, INTELLIGENT TRANSPORTATION SYSTEMS, AND ELECTRICAL

April 4, 2016

8-20.3(5)A General

The last paragraph is revised to read:

Immediately after the sizing mandrel has been pulled through, install an equipment grounding conductor if applicable (see Section 8-20.3(9)) and any new or existing wire or cable as specified in the Plans. Where conduit is installed for future use, install a 200-pound minimum tensile strength pull string with the equipment grounding conductor. The pull string shall be attached to duct plugs or caps at both ends of the conduit.

8-20.3(5)A1 Fiber Optic Conduit

The last paragraph is deleted.

8-20.3(5)D Conduit Placement

Item number 2 is revised to read:

2. 24-inches below the top of the untreated surfacing on a Roadbed.

8-20.3(9) Bonding, Grounding

The following two new paragraphs are inserted after the first paragraph:

Install an equipment grounding conductor in all new conduit, whether or not the equipment grounding conductor is called for in the wire schedule.

For each new conduit with innerduct install an equipment grounding conductor in only one of the innerducts unless otherwise required by the NEC or the Plans.

The fourth paragraph (after the preceding Amendments are applied) is revised to read:

Bonding jumpers and equipment grounding conductors meeting the requirements of Section 9-29.3(2)A3 shall be minimum #8 AWG, installed in accordance with the NEC. Where existing conduits are used for the installation of new circuits, an equipment grounding conductor shall be installed unless an existing equipment ground conductor, which is appropriate for the largest circuit, is already present in the existing raceway. The equipment ground conductor between the isolation switch and the sign lighter fixtures shall be minimum #14 AWG stranded copper conductor. Where parallel circuits are enclosed in a common conduit, the equipment-grounding

conductor shall be sized by the largest overcurrent device serving any circuit contained within the conduit.

The second sentence of the fifth paragraph (after the preceding Amendments are applied) is revised to read:

A non-insulated stranded copper conductor, minimum #8 AWG with a full circle crimp on connector (crimped with a manufacturer recommended crimper) shall be connected to the junction box frame or frame bonding stud, the other end shall be crimped to the equipment bonding conductor, using a "C" type crimp connector.

The last two sentences of the sixth paragraph (after the preceding Amendments are applied) are revised to read:

For light standards, signal standards, cantilever and sign bridge Structures the supplemental grounding conductor shall be #4 AWG non-insulated stranded copper conductor. For steel sign posts which support signs with sign lighting or flashing beacons the supplemental grounding conductor shall be #6 AWG non insulated stranded copper conductor.

The fourth to last paragraph is revised to read:

Install a two grounding electrode system at each service entrance point, at each electrical service installation and at each separately derived power source. The service entrance grounding electrode system shall conform to the "Service Ground" detail in the Standard Plans. If soil conditions make vertical grounding electrode installation impossible an alternate installation procedure as described in the NEC may be used. Maintain a minimum of 6 feet of separation between any two grounding electrodes within the grounding system. Grounding electrodes shall be bonded copper, ferrous core materials and shall be solid rods not less than 10 feet in length if they are ½ inch in diameter or not less than 8 feet in length if they are ¾ inch or larger in diameter.

SECTION 8-22, PAVEMENT MARKING

January 4, 2016

8-22.4 Measurement

The first two sentences of the fourth paragraph are revised to read:

The measurement for "Painted Wide Lane Line", "Plastic Wide Lane Line", "Profiled Plastic Wide Lane Line", "Painted Barrier Center Line", "Plastic Barrier Center Line", "Painted Stop Line", "Plastic Stop Line", "Painted Wide Dotted Entry Line", or "Plastic Wide Dotted Entry Line" will be based on the total length of each painted, plastic or profiled plastic line installed. No deduction will be made for the unmarked area when the marking includes a broken line such as, wide broken lane line, drop lane line, wide dotted lane line or wide dotted entry line.

8-22.5 Payment

The following two new Bid items are inserted after the Bid item "Plastic Crosshatch Marking", per linear foot:

"Painted Wide Dotted Entry Line", per linear foot.

"Plastic Wide Dotted Entry Line", per linear foot.

SECTION 9-03, AGGREGATES

April 4, 2016

9-03.1(1) General Requirements

This first paragraph is supplemented with the following:

Reclaimed aggregate may be used if it complies with the specifications for Portland Cement Concrete. Reclaimed aggregate is aggregate that has been recovered from plastic concrete by washing away the cementitious materials.

9-03.1(2) Fine Aggregate for Portland Cement Concrete

This section is revised to read:

Fine aggregate shall consist of natural sand or manufactured sand, or combinations thereof, accepted by the Engineer, having hard, strong, durable particles free from adherent coating. Fine aggregate shall be washed thoroughly to meet the specifications.

9-03.1(2)A Deleterious Substances

This section is revised to read:

The amount of deleterious substances in the washed aggregate shall be tested in accordance with AASHTO M 6 and not exceed the following values:

Material finer than No. 200 Sieve	2.5 percent by weight
Clay lumps and friable particles	3.0 percent by weight
Coal and lignite	0.25 percent by weight
Particles of specific gravity less than 2.00	1.0 percent by weight.

Organic impurities shall be tested in accordance with AASHTO T 21 by the glass color standard procedure and results darker than organic plate no. 3 shall be rejected. A darker color results from AASHTO T 21 may be used provided that when tested for the effect of organic impurities on strength of mortar, the relative strength at 7 days, calculated in accordance with AASHTO T 71, is not less than 95 percent.

9-03.1(4) Coarse Aggregate for Portland Cement Concrete

This section is revised to read:

Coarse aggregate for concrete shall consist of gravel, crushed gravel, crushed stone, or combinations thereof having hard, strong, durable pieces free from adherent coatings. Coarse aggregate shall be washed to meet the specifications.

9-03.1(4)A Deleterious

This section, including title, is revised to read:

9-03.1(4)A Deleterious Substances

The amount of deleterious substances in the washed aggregate shall be tested in accordance with AASHTO M 80 and not exceed the following values:

Material finer than No. 200	1.0 ¹ percent by weight
Clay lumps and Friable Particles	2.0 percent by weight
Shale	2.0 percent by weight
Wood waste	0.05 percent by weight
Coal and Lignite	0.5 percent by weight
Sum of Clay Lumps, Friable Particles, and Chert (Less Than 2.40 specific gravity SSD)	3.0 percent by weight

¹If the material finer than the No. 200 sieve is free of clay and shale, this percentage may be increased to 1.5.

9-03.1(4)C Grading

The following new sentence is inserted at the beginning of the last paragraph:

Where coarse aggregate size 467 is used, the aggregate may be furnished in at least two separate sizes.

9-03.1(5) Combined Aggregate Gradation for Portland Cement Concrete

This section is revised to read:

As an alternative to using the fine aggregate sieve grading requirements in Section 9-03.1(2)B, and coarse aggregate sieve grading requirements in Section 9-03.1(4)C, a combined aggregate gradation conforming to the requirements of Section 9-03.1(5)A may be used.

9-03.1(5)A Deleterious Substances

This section is revised to read:

The amount of deleterious substances in the washed aggregates $\frac{3}{8}$ inch or larger shall not exceed the values specified in Section 9-03.1(4)A and for aggregates smaller than $\frac{3}{8}$ inch they shall not exceed the values specified in Section 9-03.1(2)A.

9-03.1(5)B Grading

The first paragraph is deleted.

9-03.8(7) HMA Tolerances and Adjustments

In the table in item 1, the last column titled "Commercial Evaluation" is revised to read "Visual Evaluation".

9-03.21(1)B Concrete Rubble

This section, including title, is revised to read

9-03.21(1)B Recycled Concrete Aggregate

Recycled concrete aggregates are coarse aggregates manufactured from hardened concrete mixtures. Recycled concrete aggregate may be used as coarse aggregate or blended with coarse aggregate for Commercial Concrete. Recycled concrete aggregate shall meet all of the requirements for coarse aggregate contained in Section 9-03.1(4) or 9-03.1(5). In addition to the requirements of Section 9-03.1(4) or 9-03.1(5), recycled concrete shall:

1. Contain an aggregated weight of less than 1 percent of adherent fines, vegetable matter, plastics, plaster, paper, gypsum board, metals, fabrics, wood, tile, glass, asphalt (bituminous) materials, brick, porcelain or other deleterious substance(s) not otherwise noted;
2. Be free of harmful components such as chlorides and reactive materials unless mitigation measures are taken to prevent recurrence in the new concrete;
3. Have an absorption of less than 10 percent when tested in accordance with AASHTO T 85.

Recycled concrete aggregate shall be in a saturated condition prior to mixing.

Recycled concrete aggregate shall not be placed below the ordinary high water mark of any water of the State.

9-03.21(1)D Recycled Steel Furnace Slag

This section title is revised to read:

Steel Furnace Slag

9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material

The following new row is inserted after the second row:

Coarse Aggregate for Commercial Concrete	9-03.1(4)	0	100	0	0
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SECTION 9-04, JOINT AND CRACK SEALING MATERIALS

January 4, 2016

9-04.2(1) Hot Poured Joint Sealants

This section's content is deleted and replaced with the following new subsections:

9-04.2(1)A Hot Poured Sealant

Hot poured sealant shall be sampled in accordance with ASTM D5167 and tested in accordance with ASTM D5329. Hot poured sealant shall have a minimum Cleveland Open Cup Flash Point of 205°C in accordance with AASHTO T 48.

9-04.2(1)A1 Hot Poured Sealant for Cement Concrete Pavement

Hot poured sealant for cement concrete pavement shall meet the requirements of ASTM D6690 Type IV, except for the following:

1. The Cone Penetration at 25°C shall be 130 maximum.
2. The extension for the Bond, non-immersed, shall be 100 percent.

9-04.2(1)A2 Hot Poured Sealant for Bituminous Pavement

Hot poured sealant for bituminous pavement shall meet the requirements of ASTM D6690 Type II.

9-04.2(1)B Sand Slurry for Bituminous Pavement

Sand slurry is mixture consisting of the following components measured by total weight:

1. Twenty percent CSS-1 emulsified asphalt,
2. Two percent portland cement, and
3. Seventy-eight percent fine aggregate meeting the requirements of 9-03.1(2)B Class 2.

Fine aggregate may be damp (no free water).

SECTION 9-07, REINFORCING STEEL**January 4, 2016****9-07.1(1)A Acceptance of Materials**

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

Reinforcing steel rebar manufacturers shall comply with the National Transportation Product Evaluation Program (NTPEP) Work Plan for Reinforcing Steel (rebar) Manufacturers.

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

Steel reinforcing bar manufacturers use either English or a Metric size designation while stamping rebar.

SECTION 7 – SPECIAL PROVISIONS

Bid Item 1 – Mobilization

Mobilization shall be in accordance with Section 1-09.7 of the Standard Specifications, and as modified herein.

The following Bid Item is included in the proposal:

“Mobilization”, per Lump Sum

Bid Item 2 – Minor Change

Section 1-04.4(1) shall be supplemented with the following:

Minor change must be acknowledged and approved by the Engineer before any work related to the minor change can proceed.

The following Bid Item is included in this proposal:

“Minor Change”, per Estimate

Bid Item 3 - Construction Staking and Survey Work

Section 1-05.4 shall be supplemented with the following:

The Contractor shall provide all Constructing Staking, Project Control Work, and Staking Calculations on this project.

The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers.

The Contractor shall engage the services of a Professional Land Surveyor who is registered with the State of Washington to oversee, direct and provide adequate equipment and personnel to provide all of the project staking, plan review, calculation of all field stakeout data, project control surveying and project field staking necessary to construct the project in conformance with the Plans, Specifications, Standards, Addendums, and in conformance with standard engineering and surveying practices. The Contractor's Surveyor shall be able to demonstrate the ability to provide competent, qualified personnel and suitable equipment for the project work required.

The Engineer may at any time inspect the Contractor's Surveyor's efforts and check as much of the work as is practical. Any errors found will be brought to the Contractor's attention for corrective action.

The Contractor's Surveyor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, offset stakes and grades necessary for the development and construction of the project. This will include, but is not limited to, clearing limits, right-of-way, easements, trenches, private and public utilities, roadbed, storm, sewer and water systems, grading, curb and gutter, sidewalks, irrigation, paving, channelization, pavement marking, illumination, traffic signals and systems, guardrails and barriers, and signage.

To establish secondary control network the City of Tumwater will provide the Contractor and Contractor's Surveyor with primary survey control information which will consist of a minimum of **three (3)** primary horizontal control points and **two (2)** vertical control points. The Horizontal Control Datum used to reference the design for this project is the **Thurston County High Precision Network NAD 83 / 91 Datum** and Vertical Control Datum used to reference the design for this project is **NGVD 29 Vertical Datum**.

The Contractor shall provide a list of the personnel, their qualifications, their position and the equipment the Contractor's Surveyor will be providing to do the work in the office and in the field.

Detailed survey records shall be maintained by the Contractor's Surveyor, including a description of the construction staking and survey work performed on each day and/or shift, the equipment or methods utilized, and the control point setups used. The record shall be adequate to allow the construction staking or survey work to be reproduced. A copy of each day's work shall be provided to the City of Tumwater within five working days of the work being completed and before the destruction of any stakes.

Survey work to be provided for this project shall include, but not be limited to:

1. Verification of the primary horizontal and vertical control furnished by the City of Tumwater. The construction of a secondary control network with additional horizontal or vertical control as needed for the project. The descriptions of the secondary control points shall be provided to the City upon request.
2. Establish or reestablish, clearing limits, placing hubs with stakes or lath at all property lines, angle points and any intermediate points as to maintain a visible alignment, with no point being more than 100 feet apart.
3. Establish or reestablish right-of-way and grading limits, placing hubs with stakes or lath at increments not more than 50 feet apart. Establish of grading offset references to all slope hubs with stakes or lath.
4. Establish or reestablish the design base line of all alignments by placing hubs with stakes or lath, or marks on the base line or on offsets to the base line at all curve points (PCs, PTs, PCCs, PRC and PIs) and at points on the alignments spaced no further than 50 feet on tangents and 25' in curves or other points as needed. Base line stationing shall be provided at the beginning of the Project and maintained throughout the duration.
5. Establish or reestablish, the horizontal and vertical location of all drainage features, placing offset hubs with stakes or lath to all drainage structures and to pipes at a horizontal interval not greater than 50 feet or as needed.
6. Establish or reestablish roadbed and surfacing elevations by placing hubs & whiskers (stakes are optional) at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing hubs & whiskers (stakes are optional) shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Stakes shall be placed at all locations of change in vertical elevations (PVCs, PVTs, START, FULL, END of Super Transitions) and at any point where the roadway slope or grades change or as needed.
7. For all other types of construction staking included on this project, including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, gravity block wall, and signing, the Surveyor shall provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity as directed by the Contractor or Project Engineer.
8. It shall be the Contractor's Surveyor's responsibility to stake and record the location, by coordinate or centerline station and offset, with elevation as required for all private utilities which are to be relocated as part of the project. Contractor's Surveyor shall be responsible to coordinate with each utility provider to establish the requirements for each utility.
9. It shall be the Contractor's Surveyor's responsibility to stake and record the location, by coordinate or centerline station and offset, with elevation, all items in this project.

Items of work may include, but are not limited to:

Manholes	Catch Basins and Inlets	Valves
Hydrants	Changes in Design Grade(s)	Roadway Sections
Junction Boxes	Side Sewers & Cleanouts	Rights of Way

Street Light Bases & Service
Curb, Gutter and Sidewalk
Trenches

Vaults & Transformer Pads
Signal Poles & Equipment

Easements
Fiber Optic Conduit

To ensure proper construction, the Contractor requires surveying accuracy within the following tolerances:

	<u>Vertical</u>	<u>Horizontal</u>
Slope stakes or lath	±0.10 feet	±0.10 feet
Stationing on roadway	N/A	±0.10 feet
Primary Alignment on roadway	N/A	0.05 feet
Subgrade Staking	±0.01 feet	0.50 feet (parallel to alignment) ±0.10 feet (normal to alignment)
Final Top Course hubs w/whiskers before paving	±0.02 feet	±0.10 feet (parallel to alignment) ±0.10 feet (normal to alignment)
Curb and Gutter	±0.02 feet	±0.02 feet (parallel to alignment)

The Contractor's Surveyor shall also be responsible to record the location of any unknown existing utilities uncovered during his work on this project.

10. The Contractor's Surveyor shall be responsible to stake and record any changes or revisions to the Plans.
11. Contractors electing to use Automated Guidance Machine Systems (AGMS) may request electronic, two dimension CAD files in Autocad format. The City of Tumwater will not be responsible for the electronic data provided by the surveyor. Construction plans provided to the contractor shall take precedence over any discrepancies between plan sheets and electronic files. Let the Contractor be aware that the electronic files are not prepared for AGMS use. If the Contractor elects to use the electronic files in such a manner they are responsible to provide the resources to prepare the electronic files for AGMS use at the Contractors expense.
12. The Contractor's Surveyor shall also provide to the City a digital as-built drawing of the project upon completion of construction. The drawing is to be in AutoCAD format, version 2004 or newer. This drawing shall not contain references (xrefs) to external drawings. This as-built drawing shall consist of the following:

Any and all construction changes from the Original Contract Plans; as-built over the original construction drawings.

Any unknown existing utility information not included in the Contract Plans.

This digital as-built drawing shall be accompanied with a letter stamped with the Surveyor's seal certifying its accuracy.

The Contractor's Surveyor will also be competent in the technology and knowledgeable of the codes and regulations applicable to land surveying including but not limited to the following:

WAC 196-27A-020 WAC 332-120-030(2) RCW 58.09.130 WAC 332-120-030(3)

13. The Contractor shall be fully responsible for obtaining permits from the Washington State Department of Natural Resources for removing and replacing all survey monumentation that may be affected by construction activity, pursuant to WAC 332-120. Applications must be completed by a Registered Land Surveyor. Applications for permits to remove monuments may be obtained from the Washington State Department of Natural Resources or by contacting their office by telephone at (360) 902-1190.

Washington State Department of Natural Resources
Public Land Survey Office

1111 Washington Street SE, P.O. Box 47060, Olympia, Washington 98504-7060

Upon completion of construction, all monuments displaced, removed, or destroyed shall be replaced by a Professional Land Surveyor. The appropriate forms for replacement of said monumentation shall also be the responsibility of the Contractor's Professional Land Surveyor.

Measurement: No specific unit of measurement shall apply to the lump sum item of Construction Staking and Survey Work.

Payment: The following Bid Item is included in the proposal:

“Construction Staking and Survey Work”, per Lump Sum

The lump sum contract price for the “Construction Staking and Survey Work” shall be full compensation for all costs involved in furnishing all personnel, labor, materials, tools and equipment necessary for, or incidental to, performing the Work described herein for the complete project in accordance with the attached Plans, these Special Provisions, and the Standard Specifications.

Bid Item 4 – SPCC Plan

The following Bid Item is included in the proposal:

“SPCC Plan”, per Lump Sum

Bid Item 5 - Project Temporary Traffic Control

Bid Item 6 - Flaggers

All traffic control signs and posts shall be provided and installed by the Contractor and shall be as specified under Sections 1-10 and 9-35 of the Standard Specifications as shall be all other traffic control materials and as modified herein.

Section 1-10.1 shall be supplemented with the following:

No labor, equipment, materials, signs, or devices will be provided by Intercity Transit or the City.

Section 1-10.2(2) shall be supplemented with the following:

No traffic control plans have been provided as part of the contract documents. The Contractor shall submit all other proposed Traffic Control Plan(s) as part of the work. The Traffic Control Plan shall also include a pedestrian access plan. Preparation of the Plans shall be incidental to the various items of work and no separate payment will be made. All other provisions of Section 1-10.2(2) apply.

Section 1-10.3(3)A shall be supplemented with the following:

Construction Signs Class A shall be installed on 4"x4" posts including but not limited to the following signs:

Four (4) “Road Work Ahead” Signs (W20-1, 36"x36"):

Two (2) on Cleveland Avenue, One (1) on Capitol Boulevard, One (1) on Emerson Street

Four (4) “End Road Work” Signs (G20-2A, 36"x18"):

Two (2) on Cleveland Avenue, One (1) on Capitol Boulevard, One (1) on Emerson Street

Section 1-10.5(1) shall be deleted and revised as follows:

The lump sum Contract price for “Project Temporary Traffic Control” shall be full compensation for all costs incurred by the Contractor in performing the Contract Work defined in Section 1-10, except “Flaggers” shall be paid per hour.

The following Bid Items are included in the proposal:

**“Project Temporary Traffic Control”, per lump sum
“Flaggers”, per hour**

Bid Item 7 – Clearing, Grubbing, Roadside Cleanup, Erosion and Water Pollution Control
Clearing, Grubbing and Roadside Cleanup shall be in accordance with Section 2-01, Trimming and Cleanup with Section 2-11 and Erosion and Water Pollution Control with Section 8-01 of the Standard Specifications and as modified herein.

Section 2-01.1 shall be supplemented with the following:

Clearing, Grubbing and Roadside Cleanup shall be performed within the right-of-way and shall extend outside the right-of-way to the limits of the cut and fill slopes and adjacent area as required to achieve an attractive, finished appearance.

Sections 2-01.2(1) and 2-01.2(3) shall be deleted.

Section 2-01.5 shall be amended as follows: Delete and replace with the following:

The unit Contract price per lump sum for “Clearing, Grubbing, Roadside Cleanup and Erosion and Water Pollution Control” shall be full pay for all Work described in this Section **including** “Roadside Cleanup”, “Trimming and Cleanup”, and “Erosion and Water Pollution Control”.

Section 2-11.1 shall be deleted and replaced with the following:

This work consists of trimming, cleaning, pruning, and dressing all project work areas disturbed by the Contractor's operations.

Section 2-11.3 shall be supplemented with the following:

All finished pruning must be done according to recognized, approved standards of the industry (reference the National Arborist Association Pruning Standards for Shade Trees [NAAPSST]). All pruning shall be done in accordance with the Class II requirements, as described in NAAPSST.

The Contractor shall:

7. Trim all vegetation adjacent to and above the new improvements such that there is a vertical clearance of nine (9) feet from the surface and one (1) foot from the sides of the new improvements.
8. Re-grade adjacent areas in accordance with the Plans.

Section 2-11.4 shall be amended as follows:

No specific unit of measure will apply to “Trimming and Cleanup”. The work described in Section 2-11 shall be considered incidental to the lump sum Bid Item “Clearing, Grubbing, Roadside Cleanup and Erosion and Water Pollution Control”.

Section 2-11.5 shall be amended as follows:

If no specific Bid Item is included in the Proposal for “Trimming and Cleanup”, the work described in Section 2-11 shall be considered incidental to the lump sum Bid Item “Clearing, Grubbing, Roadside Cleanup and Erosion and Water Pollution Control”.

Section 8-01.1 shall be supplemented with the following:

Erosion and Water Pollution Control shall be in accordance with Section 8-01 of the Standard Specifications and the Design Plans. This section shall control the work and material necessary to install and maintain temporary erosion control measures as specified herein and on the Plans, and as directed and supervised by the Engineer and/or a Washington State Department of Ecology Site Erosion Control Inspector. The Contractor shall be familiar with typical Best Management Practices for erosion control. This work shall include the installation of silt fence and the maintenance of it as necessary to prevent erosion leaving the construction site.

Section 8-01.4 shall be amended as follows: Last paragraph shall read:

No specific unit of measure will apply to "Erosion and Water Pollution Control". The work described in Section 8-01 shall be considered incidental to the lump sum Bid Item "Clearing, Grubbing, Roadside Cleanup and Erosion and Water Pollution Control".

Section 8-01.5 shall be supplemented with the following:

If no specific Bid Item is included in the Proposal for "Erosion/Water Pollution Control", the work described in Section 8-01 including inlet/catch basin protection shall be considered incidental to the lump sum Bid Item "Clearing, Grubbing, Roadside Cleanup and Erosion and Water Pollution Control".

The following Bid Item is included in the proposal:

"Clearing, Grubbing, Roadside Cleanup and Erosion and Water Pollution Control", per Lump Sum

Bid Item 8 – Removal of Structures and Obstructions

Removal of Structures and Obstructions shall be in accordance with Section 2-02 of the Standard Specifications and as modified herein.

Section 2-02.1 shall be supplemented with the following:

This work includes at a minimum, sawcutting existing asphalt pavement, the removal and disposal of cement concrete sidewalk/driveway, curb ramp, concrete curb, benches in existing bus shelters on east side of Cleveland Avenue, asphalt pavement, and any and all other materials necessary to complete the work as shown in the Plans.

Section 2-02.3 shall be supplemented with the following:

Sawcutting asphalt pavement will be required whenever removal of structures or obstructions is required adjacent to existing concrete or asphalt concrete that is to remain and for the removal of the existing cement concrete sidewalk, gutter, and curb. No separate bid item will be allowed for this item but all costs for sawcutting around structures and obstructions shall be incidental to the bid item involved or included in the Bid Item "Removal of Structures and Obstructions".

Any permits required for disposal of any and all material including asphalt and concrete and all other deleterious material shall be secured and paid for by the Contractor and costs for same included in the per square yard bid for "Removal of Structures and Obstructions".

Section 2-02.5 shall be supplemented with the following:

"Removal of Structures and Obstructions", per square yard.

The unit Contract price per square yard for "Removal of Structures and Obstructions" shall be full compensation for all costs incurred for the Work described in Section 2-02 and as described in these Special Provisions including sawcutting existing asphalt pavement, the removal and disposal of cement concrete sidewalk/driveway, curb ramp, concrete curb, benches in existing bus shelters on east side of Cleveland Avenue, and asphalt pavement in conformance with the Plans and Specifications or as directed by the Engineer.

The removal of any structures or obstructions, regardless of type of material that interferes with the installation, and not covered under new construction Bid Items shall be included in the Bid Item "Removal of Structures and Obstructions", per square yard including removing existing pavement markings.

The following Bid Item is included in the Proposal:

"Removal of Structures and Obstructions", per Square Yard

Bid Item 9 – Roadway Excavation Incl. Haul

This Work shall consist of providing Roadway Excavation Incl. Haul for the Project as described in Section 2-03 of the Standard Specifications and as amended herein.

Section 2-03.1 shall be supplemented with the following:

The Work shall include excavating below grade for a cement concrete curb and gutter, sidewalk, bulb-outs with curb ramps, and for hauling and properly disposing of any excess excavated material in conformance with the Plans and Specifications or as directed by the Engineer.

Section 2-03.5 shall be supplemented with the following:

“Roadway Excavation Incl. Haul”, per cubic yard.

The unit Contract price per cubic yard for “Roadway Excavation Incl. Haul” shall be full compensation for all costs incurred for the Work described in Section 2-03 and as described in these Special Provisions including excavating below grade for a cement concrete curb and gutter, sidewalk, bulb-outs with curb ramps, and for hauling and properly disposing of any excess excavated material in conformance with the Plans and Specifications or as directed by the Engineer.

Sawcutting and removing asphalt concrete pavement shall be paid under Bid Item “Removal of Structures and Obstructions”, per square yard.

The following Bid Item is included in the Proposal:

“Roadway Excavation Incl. Haul”, per Cubic Yard

Bid Item 10 – Crushed Surfacing Base Course

Crushed Surfacing Base Course (CSBC) shall be in accordance with Section 4-04 of the Standard Specifications and as modified herein.

Section 4-04.5 shall be supplemented with the following:

The unit bid price per ton for “Crushed Surfacing Base Course” shall be full compensation for all labor and equipment used to furnish, place, grade, and compact the material for the construction of the cement concrete curb and gutter, sidewalk, and bulb-outs with curb ramps as needed, and as shown in the Plans and Details.

Water for compaction and dust control shall be furnished, hauled and applied by the Contractor and shall be incidental to this Bid Item.

The following Bid Item is included in the Proposal:

“Crushed Surfacing Base Course”, per ton

Bid Item 11 – Planing Bituminous Pavement

Bid Item 12 – HMA Class ½ Inch PG 64-22

HMA Class ½ Inch PG 64-22 shall be in accordance with Section 5-04 of the Standard Specifications and as modified herein.

Section 5-04.1 shall be supplemented as follows:

Hot Mix Asphalt under this item shall be placed for all asphalt on the project.

The Contractor will be responsible for referencing manholes and other structures lying within the limits of the new asphalt. All costs and expenses incurred for this operation shall be paid under the Bid Item “Adjust Manhole”, per each.

Section 5-04.2 shall be supplemented with the following:

Asphalt concrete shall be HMA CL ½”, PG 64-22.

Section 5-04.3(5)A shall be supplemented with the following:

All durable pavement markings (plastic, raised pavement markers, etc.) with the exception of painted markings shall be removed from all existing surfaces that are to be paved with HMA prior to paving. All costs associated with this work shall be incidental to Bid Item 8 "Removal of Structures and Obstructions" and no additional payment will be made.

All surface iron including, but not limited to, manhole frames and covers, valve boxes covers, catch basin frame and grates, and monument case and covers shall be lowered prior to pavement planing, except for those catch basins where the frame and grate are integral to the concrete curb and gutter. All costs associated with this work shall be incidental to the various item involved and no additional payment will be made.

Section 5-04.3(9) shall be supplemented with the following:

Sand shall be used when directed by the Engineer to prevent tracking. Prior to application of tack coat, all drainage structures shall be covered to prevent potential contamination of basins or the storm drainage system.

Section 5-04.3(14) shall be supplemented with the following:

Planing will occur where shown on the Plans to a depth of 0.25'.

All valve boxes, manhole frames and covers or any other metal utility appurtenance shall be lowered or otherwise protected from damage prior to planing.

Section 5-04.5 shall be deleted and replaced with the following:

"Planing Bituminous Pavement", per square yard

The unit contract price per square yard for "Planing Bituminous Pavement" shall be full compensation for all labor, equipment, and materials necessary to plane the asphalt pavement as shown on the Plans and per the Standards, protect utility appurtenances and curbs, gutters and sidewalks, remove the waste material and haul to waste site and any other work required to prepare for the 0.25' HMA overlay. The Contractor shall supply water as needed for dust control as part of this item.

"HMA Class ½ Inch PG 64-22", per ton.

All costs, including tack coat, sealing, and sanding at joints involved in the placement of "HMA Class ½ Inch PG 64-22" for repair, for overlaying, and for road approaches, shall be included in the unit Contract price per ton for "HMA Class ½ Inch PG 64-22".

A Material Transfer Device/Vehicle will not be required for this Work.

The following Bid Items are included in the Proposal:

"Planing Bituminous Pavement", per square yard

"HMA Class ½ Inch PG 64-22", per ton

Bid Item 13 – Adjust Manhole

Adjust Manhole shall be in accordance with Section 7-05 of the Standard Specifications and as supplemented herein.

Section 7-05.1 shall be supplemented with the following:

Adjustment of manholes shall consist of the Work required to adjust existing manholes to finished elevation.

Section 7-05.2 shall be supplemented with the following:

Mortar used as grout to adjust the cover or grating of a structure to grade shall be Thorac 1060 Quick Setting Mortar or equal. Mortar used to grout joints and openings, or to connect pipes to

structures, shall be Sakrete Type S High Strength non-shrink mortar mix, or equal. (Jet Set concrete will not be accepted).

Section 7-05.3 shall be supplemented with the following:

The Contractor shall reference new and existing manholes and other structures lying within the limits of the new hot mix asphalt pavement.

Manholes and other structures not in the gutter flowline shall not be adjusted to grade until the pavement is completed, at which time the center of each structure shall be carefully relocated from references previously established by the Contractor. The pavement shall be cut in a restricted area and base material removed to permit removal of the cover. The structure shall then be brought to proper grade utilizing the same methods of construction as for the structure itself.

The hot mix asphalt pavement shall be cut and removed to a neat circle, the diameter of which shall be equal to the outside diameter of the cast iron frame plus 3 feet. The base materials and crushed rock shall be removed and Concrete Class 4000 shall be placed so that the entire volume of the excavation is replaced up to within 0.25 feet but not to exceed 0.20 feet of the finished pavement surface.

On the following day the concrete, the edges of the asphalt concrete pavement, and the outer edge of the casting shall be painted with hot asphalt cement. HMA shall then be placed and compacted with hand tampers, plate compactors or patching roller.

The complete patch shall match the existing paved surface for texture, density, and uniformity of grade.

The joint between the patch and the existing pavement shall then be carefully painted with hot asphalt cement or asphalt emulsion and shall be immediately covered with dry paving sand before the asphalt cement solidifies.

Section 7-05.5 shall be supplemented with the following:

“Adjust Manhole”, per each

The unit Contract price per each for “Adjust Manhole” shall be full pay for all costs necessary to make the adjustment including restoration of adjacent areas in a manner acceptable to the Engineer. The HMA used for adjusting structures to grade shall be incidental to the item involved and no additional payment will be made.

The following Bid Item is included in the Proposal:

“Adjust Manhole”, per each

Bid Item 14 – Cement Conc. Traffic Curb and Gutter

Cement Concrete Traffic Curb and Gutter shall be constructed in accordance with Section 8-04.3(1) of the Standard Specifications, as shown in the Plans, and as amended herein.

Section 8-04.3(1) shall be amended as follows: The first paragraph shall be revised to:
Cement concrete curb and gutter, shall be constructed with air entrained concrete **Class 4000** conforming to the requirements of Section 6-02.

Section 8-04.3(1) shall be supplemented with the following:

- Curbing along bus lanes shall be painted as follows:
 - Begin 10 feet red paint on curb top and face;
 - Alternate with 30 feet yellow paint on curb top and face;
 - Adjust yellow as needed so 10 feet of red curb starts and ends the pattern.
 - Paint shall be USSC Road Curb Paint sb or equal.

Section 8-04.5 shall be amended as follows: The second paragraph shall be supplemented with the following:

Curb painting shall be included in the unit Contract price per linear foot for “Cement Concrete Traffic Curb and Gutter”.

The following Bid Item is included in the Proposal:

“Cement Conc. Traffic Curb and Gutter”, per linear foot

Bid Item 15 – Cement Conc. Sidewalk/Ramp/Detectable Warning Surface

Cement Concrete Sidewalk shall be in accordance with Section 8-14 of the Standard Specifications and as modified herein.

Section 8-14.1 shall be supplemented with the following:

Cement concrete sidewalks and ramps shall be constructed in accordance with Section 8-14 and relevant parts of Section 6-02, as shown in the Plans, and these Provisions as amended herein. Cement concrete driveways/driveway entrances, monolithic concrete curb/sidewalk transitions, cement concrete pads for luminaires and j-boxes, sidewalk ramps/ pedestrian curbs, concrete bus pad, concrete bike ramp, and detectable warning surface shall be considered as part of the sidewalk.

Section 8-14.3 shall be amended as follows:

The concrete used shall be air entrained concrete **Class 4000** in accordance with the requirements of Section 6-02.

Cement concrete driveways shall be six inches (6”) thick.

Section 8-14.3 shall be supplemented with the following:

The finish shall be consistent and professional in appearance. All cement concrete that has the finish damaged by rain or protective plastic or which is not of a quality generally expected for this type of work, shall be removed and recast at the Contractor’s expense.

Sidewalk joints shall be constructed as detailed in the Plans. Where the sidewalk abuts the curb, the transverse joints shall match the location of the expansion joint in the curb. All utility poles, meter boxes and other obstructions shall have $\frac{3}{8}$ ” expansion joint material placed around them as directed. All sidewalk edges shall have a $\frac{1}{4}$ ” radius. Concrete shall not be poured against dry forms or dry subgrade.

All sidewalk areas shall be brushed in a transverse direction with a stiff bristle broom as shown in the Standard Plans.

The Contractor shall provide suitable vibrating finishers for use in finishing concrete sidewalks. The type of vibrator and its method of use shall be subject to the approval of the City. All completed work shall be barricaded and protected so as to prevent damage by unauthorized use. All damaged sections shall be removed and replaced at the Contractor's expense.

The areas shall be protected to prevent damage by unauthorized use.

Absolutely no splattering and staining on other concrete will be tolerated. Curbing or other materials that are not adequately protected and consequently stained shall be removed and replaced at the Contractor’s expense.

Curing of the concrete shall be in accordance with Section 8-14.3(4) except the curing method used shall not discolor or mar the stamped concrete.

Prior to the placement of any cement concrete the Contractor shall obtain approval from the Project Inspector.

Section 8-14.4 shall be amended as follows: First sentence shall be revised to:

Cement concrete sidewalk/ramp/detectable warning surface will be measured by the square yard of finished surface and **will** include the surface area of the curb ramps/pedestrian curbs and the detectable warning surface.

Section 8-14.5 shall be supplemented as follows:

“Cement Conc. Sidewalk/Ramp/Detectable Warning Surface”, per square yard.

The unit contract price, per square yard, for all Concrete Sidewalk/Ramp/Detectable Warning Surface shall be full pay for all costs for equipment, labor and materials, including but not limited to, saw cutting, excavation and grading, haul, form work, furnishing and installing crushed surfacing top coarse (or sand), compaction, cement concrete, finishing, rolling, curing, ramps, pedestrian curbs, monolithic curb/sidewalk, pads, detectable warning surface, and for restoration of areas disturbed by construction to a condition consistent with the pre-construction conditions. No extra payment shall be made for forming and finishing curb ramps/ pedestrian curbs.

Section 8-14.5 shall be amended as follows: Delete last Bid Item:

The following Bid Item is included in the proposal:

“Cement Conc. Sidewalk/Ramp/Detectable Warning Surface”, per square yard

Bid Item 16 – Rectangular Rapid Flashing Beacon System

Bid Item 17 – Conduit and Junctions Boxes

Section 8-20.1 shall be supplemented with the following:

Work under this item shall include furnishing and installing J-boxes with non-slip lids, three 2-inch conduits placed under the new sidewalk on the east side of Cleveland Avenue, four 2-inch conduits crossing Cleveland Avenue (two crossings), and a Rectangular Rapid Flashing (RRFB) Beacon System, in the locations shown on the Plans and in accordance with Section 8.20 of the Standard Specifications and as described herein. Contractor is responsible for potholing and protecting existing utilities. If trenching, Contractor will need to sawcut the existing concrete panel and replace the panel per WSDOT Standards.

The Work to install the Conduit and Junction Boxes and the RRFB System shall also include connecting to the existing service cabinet, including the installation of a new circuit breaker and fuses, all according to the Plans.

Section 8-20.1(1) shall be supplemented with the following:

The Contractor shall obtain the required electrical permit(s) from the Washington State Department of Labor and Industries. All costs to obtain the permit and comply with its requirements shall be incidental to the project and no other compensation will be allowed.

Section 8-20.2 shall be supplemented with the following:

Materials:

Rectangular Rapid Flashing Beacon System (RRFB): System shall be purchased as a packaged unit. Permanent signs attached to system shall meet requirements of Section 8-21.

Section 8-20.3 shall be supplemented as follows:

RRFB System and Signing

The RRFB System shall be fully compliant with FHWA Interim Approval for Optional Use of Rectangular Rapid Flashing Beacons (IA-11), which can be found at:

http://mutcd.fhwa.dot.gov/resources/interim_approval/ia11/ia11_rrfb_iapmemo.pdf

The systems shall also be compliant with the most current MUTCD guidelines and standards along with the following requirements:

RAPID FLASHING BAR

Beacons

Beacons shall have LED bulbs that have the ability to be highly visible from a minimum of 1,000 feet in advance of the crosswalk during the day. LED shall be rated for a minimum of 15 years with a minimum run time of 100,000 hours. They shall be recessed in the flash bar with an additional polycarbonate shield for vandal resistance. Light configuration shall provide lights on both ends of the bar for notification to pedestrians entering the crosswalk from either side. **RRFB shall have flash bars on both sides; two sided.**

Flash Bar Housing

Flash bar housing shall be constructed from a single piece of a minimum of 1/8th inch thick structural aluminum, providing durability and corrosion resistance. The flash bar shall allow directional rotation-enabling light to be aimed toward oncoming traffic. There shall be no exposed screws.

Beacon Control

The flash pattern, activation duration and/or activation schedule shall be determined by the system controller. The system controller shall automatically adjust beacon brightness as outside light levels change between day and night, being brighter during the day and dimming at night. The level of brightness during different conditions shall be programmable through the controller.

CONTROLLER

Enclosure

The controller unit shall be housed in a NEMA 3R or greater rated, pole mounted, aluminum cabinet with stainless steel hinge. The controller cabinet shall be 19"H x 10"W x 6"D plus or minus 1 inch for all dimensions.

Power Options

The controller unit shall be capable of both solar-powered and AC-powered options. The operating electrical power for AC-powered controller systems shall be 120V. Solar-powered controller systems shall be designed with a solar panel and backup battery source capable of running the system for at least 15 days without sunlight.

System Notification Capable, Remote Data Available

Usage data regarding activation times and dates shall be accessible via direct connection to the controller. Activation and activity logs shall be downloadable and printable.

Configuration

All system configuration changes shall be able to be done through a direct connection to the controller. The system controller shall offer optional manual system configuration via dials within the controller cabinet. Configuration options shall allow for variation of system flash durations from 1 to 60 seconds.

Controller to Controller Communication

The controller shall support wireless communication across the roadway or for advance warning flashers using spread spectrum radio frequency, thus eliminating the need for cable trenching. Range shall be at least 500 feet. Up to 10 optional RF channels shall be available to allow multiple systems to operate within close proximity of each other.

MUTCD Flash Pattern Compliance Now and for Any Future Changes

System shall support online configuration changes such that if MUTCD guidelines call for a new flash pattern, system can be upgraded within days.

Activation Log

The system shall be capable of logging all activations for a given period with a time stamp. The system shall record notifications of low battery voltage levels.

Guarantees and Warranties

The Contractor shall provide RRFB Systems from a manufacture that offers, as a customary trade practice in the connection with the purchase of any equipment, materials, or items incorporated into the project, a minimum two year guarantee or warranty on the controller cabinet and associated appurtenances, batteries and solar panel. The Contractor shall furnish to the City a written guarantee or warranty from the manufacturer.

Section 8-20.3(1) shall be supplemented with the following:

Contractor shall provide all necessary materials and equipment required to connect to existing service cabinet and to install new conduit as shown on the Plans.

Section 8-20.3(5) shall be supplemented with the following:

All conduit shall be PVC, Schedule 40.

Section 8-20.3(6) shall be supplemented with the following:

All new junction boxes shall have slip resistant surfaces. The junction box steel frame, lid support and lid shall be hot-dip galvanized.

The Non-slip lid and frame shall be made of the following material:

Non-slip lid: ASTM A36 flat steel Non-slip frame: ASTM A36 flat steel

Both the non-slip lid and non-slip frame shall be treated with Mebac1 (their most aggressive surface) as manufactured by IKG industries, or SlipNOT Grade 3-coarse as manufactured by W.S. Molnar Co. The non-slip lid shall be identified with permanent marking on the underside indicating the type of surface treatment (“M1” for Mebac 1; or “S3” for SlipNot3) and the year of manufacture. The permanent marking shall be 1/8 inch line thickness formed by engraving, stamping or with a stainless steel weld bead.

Section 8-20.5 shall be deleted and replaced with the following:

“Rectangular Rapid Flashing Beacon System”

The lump sum Contract price for “Rectangular Rapid Flashing Beacon System” shall be full pay for furnishing the equipment and the complete Work required for installation of the system including signs, excavation, foundations, materials, backfill, conduit, wiring, restoring facilities destroyed or damaged during construction, and for making all required tests. All additional materials and labor, not shown in the Plans or called for herein and which are required to complete the electrical system, shall be included in the lump sum Contract price.

“Conduits and Junction Boxes”

The Lump Sum contract price for “Conduits and Junction Boxes” shall be full compensation for all costs involved in furnishing all labor, materials, tools and equipment necessary or incidental to the installation of three 2-inch conduits on the east side of Cleveland Avenue, four 2-inch conduits across Cleveland Avenue (two crossings), potholing and protecting existing utilities, boring or trenching (including replacing concrete panels if trenching), Junction Boxes, and connection to the existing service cabinet in accordance with the attached Plans, these Special Provisions, and the Standard Specifications.

Connecting to the existing conduit and service cabinet, including providing and installing the new circuit breaker, shall also be included in this Bid Item.

The following Bid Items are included in the proposal:

- “Rectangular Rapid Flashing Beacon System”, per lump sum**
- “Conduit and Junction Boxes”, per lump sum**

Bid Item 18 – Permanent Signing

Permanent Signing shall be in accordance with Section 8-21 of the Standard Specifications and as amended herein.

Section 8-21.1 shall be supplemented as follows:

All signs shall meet requirements of the MUTCD, latest edition.

Section 8-21.2 shall be supplemented as follows:

All sign sheeting, with the exception of crosswalk signs, shall be high intensity prismatic sheeting with pressure sensitive adhesive, providing long-term reflectivity and durability and exceeds ASTM D4956 Spec Type III and IV.

If a reverse lay process is used, a transparent, solvent free, acrylic film with pressure sensitive adhesive for application over reflective sheeting that gives equal or better retro-reflective performance than sheeting screened with transparent inks shall be used.

Crosswalk signs shall be Fluorescent Yellow-Green made of durable, impact and scratch resistant material, highly reflective, wide angle, prismatic lens sheeting, with pressure sensitive adhesive backing.

All signs shall be covered with an anti-Graffiti Film.

Section 8-21.3 shall be supplemented as follows:

All signs shall be mounted to two-inch (2") sign supports with hot-dipped galvanized finish, pre-punched posts, long enough to accommodate two feet (2') into the base and still achieve a minimum sign height of seven feet (7') to bottom of sign.

Base post shall be 36" long and precast in an 8" diameter, 30" long, concrete base, one side flat to prevent sign rotation in the ground once installed. Post will need to slide in the entire length of the base post for sign height adjustment. Any sign base installed under concrete shall utilize a "HOA" (heavy duty anchor) base sleeve of 7 gauge solid wall, two-hole anchor for the posts.

Fasteners for sign to post will be 3/8" aluminum drive rivets with nylon back spacer. Fasteners for post to base will be 3/8" drive rivets only. No bolts, nuts, screws or other fasteners are acceptable.

The following bid item is included in the proposal:

“Permanent Signing”, per lump sum

Bid Item 19 – Paint Line

Bid Item 20 – Plastic Wide Lane Line

Bid Item 21 – Plastic Stop Line

Bid Item 22 – Plastic Crosswalk Line

Bid Item 23 – Plastic Traffic Arrow

Bid Item 24 – Plastic Traffic Letter

Permanent pavement markings shall be installed as shown on the Plans and in accordance with Section 8-22 of the Standard Specifications and as modified herein.

Section 8-22.1 shall be supplemented with the following:

Permanent pavement markings shall be installed as shown on the Plans and in accordance with Section 8-22 of the Standard Specifications and as modified herein.

Section 8.22.2 shall be supplemented with the following:

Plastic markings shall be Type A.

Delete last six Bid Items and add the following:

Removal of any and all existing pavement markings as shown on the Plans shall be considered incidental to Bid Item 8 - "Removal of Structures and Obstructions", lump sum.

The following Bid Items are included in the proposal:

- "Paint Line", per linear foot**
- "Painted Wide Lane Line", per linear foot**
- "Plastic Stop Line", per linear foot**
- "Plastic Crosswalk Line", per square foot**
- "Plastic Traffic Arrow", per each**
- "Plastic Traffic Letter", per each**

Bid Item 25 – Temporary Pavement Marking

Temporary pavement markings shall be in accordance with Section 8-23.

The following Bid Item is included in the proposal:

- "Temporary Pavement Marking – Short Duration", per lump sum**

APPENDIX A

BID SUBMITTAL DOCUMENT

INSTRUCTIONS:

Bidder must complete and submit all sections of this Bid Submittal Document as their Bid by the Bid Due Date and Time.

The Bid must include all completed sections of this Bid Submittal Document as listed below:

1. Bidder Acknowledgements
2. Bidder Information
3. Bidder Guaranty Bond
4. Subcontractor Information
5. References
6. Bid Form
7. Certification Regarding Lobbying
8. Certification Regarding Debarment, Suspension, and other Responsibility Matters
9. Non-Collusion Affidavit
10. Buy America Certificate

BIDDER ACKNOWLEDGEMENTS
Tumwater Square Station Improvements - Project #1621
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 Contract Documents and that I/we will contract with Intercity Transit (Transit) to do everything necessary for fulfillment of **RFB #1621, – Tumwater Square Station Improvements Project**, 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 sixty (60) Calendar Days from the Bid due date. If our Bid is accepted, we agree to sign the Contract form and furnish evidences of insurance required herein within fourteen (14) Calendar Days after receipt from Transit of written notice of award of Contract.

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 Contract Documents. We further certify that we are skilled and regularly engage in the general class and type of work called for in the Contract 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.

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.

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 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

Company Name

Title

Date

END OF FORM

BIDDER INFORMATION

1. **Bidder Profile:** Bidder must provide the following:

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

2. **Bidder Authorized Official:**

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

Representative Name:	
Street Address	
City, State, Zip Code	
Telephone Number	
Email Address	

3. **Bidder Qualifications:** Bidder must provide the following:

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>	Is your firm disqualified from bidding on Public Works contracts in WA? <input type="checkbox"/> Yes <input type="checkbox"/> No
Federal Government Debarred Contractor <i>(If "yes" your firm is not qualified to bid on this project)</i>	Is your firm disqualified from bidding on Federal Projects, as verified through the System for Award Management (SAM)? <input type="checkbox"/> Yes <input type="checkbox"/> No

4. 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 #: _____

5. Statement of Prior Contract Termination:

Bidder must disclose below if the Bidder's firm and/or any proposed subcontractors have had a contract terminated for either cause or convenience in the last five (5) years. If a contract was terminated for cause or convenience during this timeframe, submit full details of the termination including but not limited to, the reason for termination, the other party's contact information (name, address, email address, and telephone number), and the Bidder's position on the matter. Transit will evaluate the information and may, at its sole discretion, reject the Response based on the risk to the Agency. *If not applicable, Bidder is instructed to enter "NA" in the box below.*

END OF FORM

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 Obligee, 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
Obligee, 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 #1621 – Tumwater Square Station Improvements

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 Obligee 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 Obligee the performance bond on the form provided
herein, then this obligation shall be void; otherwise, the Principal and Surety will pay unto the
Obligee the difference in money between the total amount of the Bid of the Principal and the
amount for which the Obligee 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 Obligee and their
respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this ____ day of _____, 2017.

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.

END OF FORM

SUBCONTRACTOR INFORMATION

Check the applicable box:

Yes No Bidding firm intends on utilizing subcontractors to fulfill the service requirements outlined in **RFB #1621, Tumwater Square Station Improvements Project.**

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

END OF FORM

SUBCONTRACTOR INFORMATION

In accordance with RCW 39.30.060, every invitation to bid on a prime contract that is expected to cost one million dollars (\$1,000,000) or more for the construction, alteration, or repair of any public building or public work of a municipality shall require each prime contract bidder to submit as part of the bid, or within one hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work for: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work. The prime contract bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void.

HVAC Subcontractor Name: _____
Plumbing Subcontractor Name: _____
Electrical Subcontractor Name: _____

The Contractor will NOT use subcontractor(s) for the following categories of work and, instead, will perform the work itself: *(Check all categories that apply)*

- HVAC (Heating, Ventilation, and Air Conditioning)
- Plumbing
- Electrical
- Not Applicable, these categories of work not part of contract.

END OF FORM

REFERENCES

Bidder must provide a minimum of three (3) references for which the Bidder has provided goods and/or 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.

END OF FORM

BID FORM

Transit has the right to contract based on the total Bid or a portion thereof. Transit has the right to correct obvious mathematical errors. Bidders are cautioned 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.

Tumwater Square Station Improvements					
Item No.	Item Description	Qty	Unit	Unit Price	Total
1	Mobilization	1	LS		
2	Minor Change	1	EST	\$7,500	\$7,500
3	Construction Staking	1	LS		
4	SPCC Plan	1	LS		
5	Project Temporary Traffic Control	1	LS		
6	Flaggers	480	HR		
7	Clearing, Grubbing, Roadside Cleanup and Erosion Control	1	LS		
8	Removal of Structures & Obstructions	800	SY		
9	Roadway Excavation Incl. Haul	110	CY		
10	Crushed Surfacing Base Course	110	TON		
11	Planing Bituminous Pavement	1,500	SY		
12	HMA Class 1/2 Inch PG 64-22	310	TON		
13	Adjust Manhole	1	EA		
14	Cement Conc. Traffic Curb and Gutter	470	LF		
15	Cement Conc. Sidewalk/Ramp/Detectable Warning Surface	555	SY		
16	Rectangular Rapid Flashing Beacon System	1	LS		
17	Conduit and Junction Boxes	1	LS		

Tumwater Square Station Improvements					
Item No.	Item Description	Qty	Unit	Unit Price	Total
18	Permanent Signing	1	LS		
19	Paint Line	3,400	LF		
20	Painted Wide Lane Line	400	LF		
21	Plastic Stop Line	12	LF		
22	Plastic Crosswalk Line	192	SF		
23	Plastic Traffic Arrow	8	EA		
24	Plastic Traffic Letter	28	EA		
25	Temporary Pavement Marking – Short Duration	1	LS		
TOTAL BID PRICE					

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 Bidding 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.

END OF FORM

CERTIFICATION REGARDING LOBBYING

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

END OF FORM

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Required of prime and subcontractor whose contract participation is expected to exceed \$100,000. If this is not applicable, please check the box below:

Not Applicable

The undersigned certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Bid had one or more public transactions (federal, state or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party Contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE CONTRACTOR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET. SEQ. ARE APPLICABLE THERETO.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

END OF FORM

NON-COLLUSION AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

_____, being first fully sworn, on his/her oath says that (s)he certifies that the Bid above submitted is genuine and not a sham or collusive Bid, nor made in the interest or on behalf of any person not herein named; and (s)he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work, or supplies to put in a sham Bid not any other person or corporation to refrain from Bidding; and that said Bidder has not in any manner sought by collusion to secure to self-advantage over any other Bidder or Bidders.

SIGN HERE: _____

Subscribed and sworn before me this ____ day of _____, 2017

Print Name: _____

Notary Public for the State of _____

Residing in _____

END OF FORM

CERTIFICATE OF COMPLIANCE - BUY AMERICA

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

END OF FORM

APPENDIX B

SOLICITATION STANDARDS

Solicitation Standards:

This document contains important information for Bidders applicable to the Contract Documents administered by Intercity Transit. This information applies directly, and is incorporated by reference, into the solicitation and contracts resulting from this solicitation. As such, Bidders do not need to attach this document with their response to the solicitation. It is the responsibility of the Bidder to read and fully understand the details of all items contained herein prior to Bid submittal.

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 Bidder to act on its behalf with the authority to legally bind the Bidder concerning the terms and conditions set forth in Solicitation and Bid documents.
Procurement Coordinator	The individual authorized by Transit who is responsible for conducting a specific Solicitation.
RCW	Revised Code of Washington

2. AMENDMENTS AND ADDENDA

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 Addenda will be posted on the [Builder’s Exchange of Washington](#) (BXWA). It is the Bidder’s sole responsibility to check periodically for addenda related to this Solicitation.

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

3. 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 final.

4. SUSTAINABILITY COMMITMENT

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

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. Should the resulting contract impact Transit’s sustainability commitments, Bidders may be required to provide relevant information about

the goods or services being procured. Bidders may also be required to validate their ability to comply with Transit's environmental management and sustainability practices.

*The Successful Bidder 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.

5. 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.

6. 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.

7. MINORITY, WOMEN, DISADVANTAGED AND SMALL BUSINESS ENTERPRISES

Transit is committed to maximum utilization of minority, women, and disadvantaged businesses enterprises (DBE), and small businesses enterprises (SBE). All businesses are encouraged to respond.

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. 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.

8. 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.

9. 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.

10. POLICY COMPLIANCE

Transit does not permit alcohol, drugs and weapons on Transit property. Tobacco products must only be used in designated areas. The 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.

11. PROJECT PERSONNEL

Bidder represents that it has, or will obtain, all qualified personnel necessary to perform the services required under this Solicitation. All services required under this Solicitation shall 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.

12. 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.

13. 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.

14. BID DEADLINE POSTPONEMENT

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

15. 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.

16. 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 minor irregularities or informalities (without obligation) 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.

17. 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.

Transit will not give consideration to a claim of error in a Bid unless written notice and supporting evidence of such claim, including cost breakdown sheets, are delivered to Transit within forty-eight (48) hours after Bid opening. 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.

18. PROPRIETARY OR CONFIDENTIAL INFORMATION

Transit will not disclose any information contained in competing Bids or the number of Bids received until after Contract award. Transit will keep information submitted through this process confidential to the extent allowed by state or federal law.

All information contained in the Bids is subject to the Washington State Public Records Act, RCW Chapter 42.56, and may be subject to public inspection. It should be noted that RCW 42.56.270(1) states that the following information is exempt from disclosure: "Valuable formulae, designs, drawings, computer source code or object code, and research data obtained by any agency within five years of the request for disclosure when disclosure would produce private gain and public loss."

Bidders, who include data in their Bids which conforms to the above limitations and that they do not want disclosed to the public for any purpose or used by Transit, except for in evaluation purposes, must indicate any pages and/or sections of the Response that Bidder desires to claim as proprietary in the Proposer Information section of the Bid Submittal Document titles "Proprietary or Confidential Information".

19. PROTEST PROCEDURES

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

- A. **Right to Protest.** Any actual or prospective Bidder, including sub-contractors and suppliers showing a substantial economic interest in this project, who is aggrieved in connection with the solicitation or award of this project, may file a protest. A protest with respect to the RFB shall be submitted in writing to the Intercity Transit General Manager 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 or require a response.
- B. **Stay of Procurements during Protests.** In the event of a timely protest, 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
Attention: General Manager Bid Protest
526 SE Pattison Street
P.O. Box 659
Olympia, WA 98501

Failure to comply with these protest procedures shall render a protest untimely or inadequate and may result in rejection by Transit.

For procurements that include federal funding, FTA may entertain a protest that alleges 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 failed to render a final decision. A protest to FTA must be filed in accordance with FTA Circular 4220.1F.

20. 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) Calendar 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.

21. WORK 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 such progress and completion requirements are taken into account in formulating Bidder's pricing.

22. WORK SITE INSPECTION

Bidder must understand and inspect the work location(s). 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

**INTERCITY TRANSIT
CONTRACT NO. 1621
FOR
TUMWATER SQUARE STATION IMPROVEMENTS**

THIS CONTRACT is made and entered into upon date of final execution 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 project known as Tumwater Square Station Improvements, Contract Number 1621.

Contractor:	Firm Name
Authorized Rep:	Authorized Rep. Name
Address:	Street Address City, State Zip Code
Phone:	(###) ###-####
Email:	Email Address
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 the construction and improvements for the construction of a new transit station at Cleveland Avenue at the location shown on the Plans. This Contract provides for the construction of a new transit station at Cleveland Avenue at the location shown on the Plans. The project consists of, but is not limited to, all work related to the construction of approximately 555 square yards of cement concrete sidewalk, 470 linear feet of cement concrete curb and gutter, 1,500 square yards of asphalt pavement planing, 310 tons of HMA, pavement marking, restoration, and other work as described in the Plans and Specifications.

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 Tumwater Square Station Improvements Project #1621, and as identified in the following attached Exhibits which are incorporated by reference:

1. Request for Bids (RFB) Project #1621, Released _____, 2017, attached as Exhibit "A"
 2. Addenda (if applicable), attached as Exhibit "B"
 3. Contractor's Response to RFB #1621, dated [DATE], attached as Exhibit "C"
- B. In the case of any inconsistency between the Contractor's response to RFB #1621 and the Scope of Work and Specifications described herein, the latter shall control.

4. ADMINISTRATION AND SUPERVISION

- A. The work and services under this Contract is subject to certain federal laws, regulations, and other requirements in effect on the date of execution of this Contract. Transit and the Service Provider agree that such federal laws, regulations, and other requirements supersede any conflicting provisions of this Contract.
- B. The Service Provider represents that it has, or will obtain, all personnel necessary to perform the services required under this Contract and that such personnel are qualified, experienced, and licensed as may be necessary or required by laws and regulations to perform such services. All services required under this Contract must be performed by the Contractor, its employees, or by subs whose selection has been authorized by Transit; provided, that Transit's authorization will not relieve the Contractor or its subs from any duties or obligations under this Contract or at law to perform in a satisfactory and competent manner. The Contractor will remove from the Project any of its subs or personnel assigned to the Project if, after the matter has been thoroughly considered by Transit and the Contractor. Transit considers such removal necessary and in the best interests of the Project and so advises the Contractor in writing.
- C. The Project must be coordinated and integrated with other Transit activities.

5. 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 30 Working Days. If said work is not completed within the time specified, Contractor agrees to pay to Transit the sum as calculated per the formula in WSDOT 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.

6. COMPENSATION AND METHOD OF PAYMENT

- A. This is a firm-fixed Contract. 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 \$_____, as described in Exhibit C.
- B. Contractor may request monthly progress payments based upon the amount of work completed for each of the deliverables required by the Scope of Work and Specifications of Exhibits A and B. Each request for a progress payment will include:
 1. The period of time covered by the request for payment.

2. A brief description of the work completed for each deliverable during the period of time including any milestones accomplished.
 3. The total percentage of work completed to date for each deliverable.
- C. Contractor will submit its final invoice and other required documents pursuant to this Contract within forty-five (45) Calendar Days of Statement of Work completion. Unless waived by Transit in writing, Contractor failure to submit the final invoice and required documents will relieve Transit from any and all liability for payment to the Contractor for the amount set forth in such invoice or any subsequent invoice.
- D. 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 as provided in Section 29, Termination.

7. 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 (if applicable) 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.

8. 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 tferris@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.

9. WAGES AND LABOR PROVISIONS

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

- C. 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.
- D. 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.

10. PROJECT MANAGEMENT

The individuals listed below, or their successors will be the designated 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 Project Management personnel 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
First Last	Cheryl Arnett
Company	Intercity Transit
Street Address	526 Pattison Street SE
City, State Zip	Olympia, WA 98507
Phone: (###) ###-####	Phone: (360) 705-5877
Email address: [Enter email address]	Email address: carnett@intercitytransit.com

11. CONTRACT ADMINISTRATION

The individual listed below, or his/her successor, will be 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:

Tammy Ferris
 Intercity Transit
 P.O. Box 659
 Olympia, WA 98507
 Phone: (360) 705-5818
 Email address: tferris@intercitytransit.com

12. 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.

13. PROJECT PERSONNEL

Contractor represents that it has, or will obtain, all personnel necessary to perform the services required under this Contract. All services required under this Contract will be performed by the Contractor, its employees, agents, representatives, or authorized subcontractors.

14. 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.

15. NON-EXCLUSIVE PROVIDER

Transit reserves the right to obtain services or supplies not specifically covered by this Contract from other providers as deemed in the best interest of Transit.

16. 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) days prior to the date of any proposed assignment. Transit reserves the right to reject any assignment without cause.

17. HOLD HARMLESS AND INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless Transit and its officers, employees and agents from and against any and all claims, suits, actions, damages, and liability whatsoever, arising out 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 the application of this Section. Contractor and Transit have mutually negotiated this waiver.

18. 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 for purposes of the performance of this contract.
 - 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, and substitute coverage is provided without lapse.
 - 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 Bidder/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 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 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.

19. 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 performance bonds shall be 100 percent of the original Contract price, unless Transit determines that a lesser amount would be adequate.
- 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.

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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. GRATUITIES AND KICKBACKS

- A. Gratuities - It shall be a breach of ethical standards for any person to offer, give or agree to give any Intercity 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.

26. 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.

27. 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.

28. 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.

29. 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) 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.

30. WAIVER OF REMEDIES FOR ANY BREACH

In the event that Transit elects to waive its remedies for any breach by the 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.

31. 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.

32. 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.

33. 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.

34. LIQUIDATED DAMAGES

- A. Contractor agrees to pay Transit, as liquidated damages in accordance with Section 1-08.9 of the WSDOT Standard Specifications 2016, as amended, 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.

35. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime Requirements – No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation – Liability for Unpaid Wages; Liquidated Damages – In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of ten (10) dollars for each Calendar Day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

- C. Withholding for Unpaid Wages and Liquidated Damages - The shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

36. 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.

37. APPLICABILITY OF FEDERAL GRANT CONTRACT

- A. This procurement may be subject to one or more financial assistance contracts between Transit and the U.S. Department of Transportation (DOT), which incorporate the current FTA Master Agreement and Circular 4220.1F, as amended. The Contractor is required to comply with all terms and conditions prescribed for third party contracts in these documents.
- B. Federal laws, regulations, policies and administrative practices may be modified or codified after the date this Agreement is established and may apply to this Agreement. To assure compliance with changing federal requirements, Contract Award indicates that the Contractor agrees to accept all changed requirements that apply to this Agreement.

38. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- A. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, as amended and the Master Grant Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any TRANSIT request that would cause Transit to be in violation of the FTA terms and conditions.
- B. The FTA Master Agreement obligates Transit to incorporate certain provisions into this Agreement and any lower tier subcontracts at any level and to take appropriate measures to ensure that Contractor and its lower tier subconsultants at any level comply with certain applicable requirements set forth in the Master Agreement. The FTA Master Agreement is hereby incorporated by reference into this Agreement, and Contractor shall comply with all such requirements.

39. BUY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7.

40. DAVIS BACON AND COPELAND ANTI-KICKBACK ACTS

(1) Minimum Wages:

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree

on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (v) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is utilized in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt

and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(2) Withholding:

Transit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, Transit may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and Basic Records:

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain

records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to Transit for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
 2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during

working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees:

- (i) *Apprentices* - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) *Trainees* - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received

prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal Employment Opportunity* - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- (5) **Compliance with Copeland Act Requirements:** The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) **Subcontracts:** The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR 5.5.
- (7) **Contract Termination - Debarment:** A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements:** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes Concerning Labor Standards:** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the

Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility:

- (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

41. FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

42. SEISMIC SAFETY REQUIREMENTS

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

43. ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

44. CLEAN WATER

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands

and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

45. LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

46. ACCESS TO RECORDS AND REPORTS

Access to Records - The following access to records requirements apply to this Contract:

- A. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. CONTRACTOR also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any Project Management Oversight (PMO) Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- B. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- C. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

- D. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- E. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- F. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- G. FTA does not require the inclusion of these requirements in subcontracts.

47. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

48. CLEAN AIR

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

49. FEDERAL FUNDING

Contractor understands that Transit may use funds to pay for the Contractor's performance under this Agreement made available from the United States Department of Transportation through the Federal Transit Administration (FTA). All funds must be approved and administered by FTA. Transit's obligation hereunder is payable from funds that are appropriated and allocated by FTA for the performance of this Agreement. If funds are not allocated, or ultimately are disapproved by FTA, Transit may terminate or suspend Contractor's services without penalty. Transit shall notify Contractor promptly in writing of the non-allocation, delay, or disapproval of funding.

50. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- A. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any

obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

51. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

52. SUSPENSION AND DEBARMENT

- A. Pursuant to Executive Order 12549, as implemented by 49 CFR Part 29, entities and individuals who are debarred or suspended by the Federal Government are excluded from obtaining Federal assistance funds under this Contract. To assure that such entities and individuals are not involved as participants on the FTA-financed Contract, each Proposer shall complete and submit, as part of its Bid, the certification contained in the Contract Documents for itself and its principals. If the Proposer is unable to provide a positive certification, it must submit a complete explanation, attached to the certification form, of why it cannot provide the certification. Failure to submit a certification or explanation may disqualify the Proposer from participation under this Bid. Transit, in conjunction with FTA, will consider the certification or explanation in determining award of a Contract.

- B. This certification is a material representation of fact upon which reliance is placed in determination of award of Contract. If at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to Transit. If it is later determined that the Proposer knowingly rendered an erroneous certification, Transit may terminate the Contract for cause of default, in addition to other remedies available, including FTA suspension and/or debarment.
- C. By submitting a Bid for this Contract, the Proposer agrees that should it be awarded the Contract, it shall not knowingly enter into any subcontract exceeding \$25,000 with an entity or person who is debarred, suspended or has been declared ineligible from obtaining Federal assistance funds. The Proposer, if awarded the Contract, shall require each Subcontractor and all lower tier Subcontractors to complete the certificate.
- D. Each subcontract, regardless of tier, shall contain a provision that the Subcontractor shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining Federal assistance funds. The Contractor shall require that each Subcontractor regardless of tier, immediately provide written notice to the Contractor if at any time the Subcontractor learns that a lower-tier certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor may rely upon the certifications of the Subcontractor unless it knows that the certification is erroneous. The Contractor's knowledge and information regarding any Subcontractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business.

53. PRIVACY ACT

- A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

54. FEDERAL CIVIL RIGHTS REQUIREMENTS

In addition to Transit nondiscrimination requirements set forth in other Sections in this Agreement, the following Federal requirements apply to the Contractor's performance under this Agreement:

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with

applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- (i) *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (ii) *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (iii) *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

55. DISADVANTAGED BUSINESS ENTERPRISES

- A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 4.95%. A separate contract goal has not been established for this procurement.

- B. The Contractor sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Transit deems appropriate which may include, but is not limited to (1) Withholding monthly progress payments; Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the Contractor from future bidding as non-responsible. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work from Transit. In addition, is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this contract is satisfactorily completed.
- D. The Contractor must promptly notify Transit, whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Transit.

56. PROMPT PAYMENT

The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work from Transit. In addition, is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this contract is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Transit.

57. VETERANS PREFERENCE

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Contractor:

- A. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- B. Will not give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

58. ADA ACCESS AND OTHER FEDERAL REQUIREMENTS

The Contractor is also required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and 49 USC § 5301(d), and the following regulations and any amendments thereto:

- A. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- B. U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- C. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local federal government Services," 28 CFR Part 35;
- D. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- E. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- F. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- G. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and
- H. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.
- I. Any implementing requirements that the FTA may issue.

59. RECYCLED PRODUCTS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

60. CARGO PREFERENCE

The Contractor agrees to:

- A. use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- B. furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.); and

- C. include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

61. EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

A part from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirement of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

62. 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.

63. 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.

64. 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 No. 1621, released ____
4. Exhibit B -Contractor's Response to RFB No. 1621, released ____
5. Any other provision, term or material incorporated herein by reference or otherwise incorporated

65. 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.

66. 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
P.O. Box 659
Olympia, WA 98507

CONTRACTOR
Address
City, State, Zip

By: Ann Freeman-Manzanares Date
Its: General Manager

By: Authorized Representative Date
Its: Title

APPENDIX D

PAYMENT BOND

PAYMENT BOND

Bond No. _____

Intercity Transit (Obligee) has awarded to _____ (Principal), a contract for the construction of the project designated as _____, Project No. ____, in Thurston County, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a Payment Bond in accord with RCW Titles 39 and 60.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the Obligee, in the sum of _____ US Dollars (\$_____) Total Contract Amount, subject to the provisions herein.

This statutory Payment Bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39, and 60, including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such Contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under RCW Titles 50 and 51 and all taxes imposed on the Principal under RCW Title 82 ; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The above-named Principal and Surety hereby jointly and severally agree that every claimant, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in for such sum or sums as may be justly due claimant, and have execution thereon. The Obligee shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any such suit.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the Work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the Work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increase obligation.

This obligation shall continue to bind the Principal and Surety, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project.

APPENDIX E

PERFORMANCE BOND

PERFORMANCE BOND

Bond No. _____

Intercity Transit (Obligee) has awarded to _____ (Principal), a contract for the construction of the project designated as _____, Project No. _____, in Thurston County, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the Obligee, in the sum of _____ U.S. DOLLARS (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory Performance Bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the Work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the Work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increase obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original Power of Attorney for the officer executing on behalf of the Surety.

PRINCIPAL

SURETY

Principal Signature _____ Date _____

Surety Signature _____ Date _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Address _____

Address _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

Telephone Number _____

Telephone Number _____

ATTACHMENT A

INADVERTENT DISCOVERY PLAN

Tumwater Square Station Improvements Inadvertent Discovery Plan A Plan and Procedure for Dealing with the Inadvertent Discovery of Cultural Resources

1.0 INTRODUCTION

Intercity Transit is proposing to upgrade and improve the existing Tumwater Square Transfer Station on Cleveland Avenue in the City of Tumwater. The proposed improvements increase bus zone lengths on both sides of Cleveland to accommodate more buses (150 feet more on the northbound side, and 25 feet more on the southbound side); enlarge sidewalks from to 10 feet wide from the existing six feet wide; create a pedestrian crossing with bulbouts; add shelters and benches for riders; and encourage multimodal use by installing bike storage racks.

This project is currently funded by the Federal Transit Administration (FTA), which requires the planning effort to follow the Section 106 process. Intercity Transit prepared a Documented Categorical Exclusion (CE) Worksheet for the project dated May 18, 2016 and FTA approved the CE on May 19, 2016.

Federal law stipulates that in the case of an undertaking that utilizes federal money, a project will adhere to provisions of the National Historic Preservation Act of 1966 (as amended). As the lead agency, the FTA is responsible for all aspects of 36 CFR 800 in dealing with the treatment of cultural resources and the consultation of concerned parties. The FTA has delegated authority to Intercity Transit for examining cultural resources and communicating with the parties concerning such examinations. Potentially concerned parties include: Confederated Tribes and Bands of the Yakama Nation, Nisqually Indian Tribe, Squaxin Island Tribe, the Department of Archaeology and Historic Preservation (DAHP), and the FTA.

Any staff members of Intercity Transit, their contractors, or subcontractors are required to halt construction if they observe or identify any cultural materials and Intercity Transit will provide a professional archaeologist adequate time to obtain any applicable state permits necessary to complete evaluation of the site, assess, record, and potentially analyze any resources that might be uncovered. The SHPO and the FTA will be notified of any discoveries that occur during construction.

This document serves as the plan for dealing with any discoveries of human skeletal remains, artifacts, sites, or any other cultural resources eligible for listing in the National Register of Historic Places (NRHP). This plan is intended to provide guidance to Intercity Transit personnel so they can:

- Comply with applicable Federal and State laws and regulations, particularly 36CFR 800 (as amended January 11, 2001) of the regulations that implements Section 106 of the National Historic Preservation Act of 1966, and Title 27 Revised Codes of Washington Chapter 27.44 Indian Graves and Records, Chapter 27.53 Archaeological Sites and Resources, and Title 68 Chapter 60.050 Protection of historic graves, and
- Describe to regulatory and review agencies the procedures that Intercity Transit will follow to prepare for and deal with inadvertent discoveries, and
- Provide direction and guidance to project personnel on the proper procedures to be followed should an inadvertent discovery occur.

2.0 INADVERTENT DISCOVERY OF HUMAN SKELETAL REMAINS ON NON-FEDERAL AND NON-TRIBAL LAND IN THE STATE OF WASHINGTON

If ground disturbing activities encounter human skeletal remains during the course of construction, then all activity must cease that may cause further disturbance to those remains and the area of the find must be secured and protected from further disturbance. In addition, the finding of human skeletal remains must be reported to the county coroner and local law enforcement in the most expeditious manner possible. The remains should not be touched, moved, or further disturbed.

The county coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county coroner determines the remains are non-forensic, then they will report that finding to the DAHP who will then take jurisdiction over the remains and report them to the appropriate cemeteries and affected tribes. The State Physical Anthropologist will make a determination of whether the remains are Indian or non-Indian and report that finding to any appropriate cemeteries and affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

ADDITIONAL RESPONSIBILITIES AND INFORMATION

- A. The area of work stoppage will be adequate to provide for the security, protection, and integrity of the skeletal remains, in accordance with Washington State law. The project's Resident Engineer will be responsible for taking appropriate steps to protect the discovery. At a minimum, the immediate area will be secured to a distance of thirty (30) feet from the discovery. Vehicles, equipment, and unauthorized personnel will not be permitted to traverse the discovery site.
- B. Intercity Transit acknowledges that any find of human skeletal remains may be a burial of Native American ancestry. It is further acknowledged that the concerned Indian Tribes are extremely sensitive about ancestral burials, and that the find must be treated confidentially.
- C. Nothing in this agreement is intended or shall be construed to diminish or affect in any way the right of the Tribes to take any lawful action to protect Native American graves from disturbance or desecration, or to protect the Tribes' rights under cemetery and Native American graves protection laws, or other applicable laws.
- D. This information is covered by the Public Records Act (RCW 42.17.250) and specific components of the records are exempt from disclosure (RCW 42.17.310(1)(k)) to avoid the looting or depredation of such sites.

3.0 PROCEDURES FOR THE DISCOVERY OF ARCHAEOLOGICAL RESOURCES

- A. If any staff members of Intercity Transit, their contractors, or subcontractors, including archaeological monitors, believe that he or she has encountered cultural or archaeological remains of any kind, all work at and adjacent to the discovery shall immediately cease. He or she will inform the project's Resident Engineer and Intercity Transit Planners. The area of work stoppage will be adequate to provide for the security, protection, and integrity of the archaeological discovery. A cultural resource discovery could be prehistoric-period or historic-period in age and consist of (but not limited to):
- areas of charcoal or charcoal-stained soil and stones;
 - stone, tools, or waste flakes (i.e., an arrowhead or stone chips);
 - bone, burned rock, or mollusk shell, whether or not seen in association with stone tools or chips;
 - clusters of tin cans, ceramics, flat glass, or bottles, concentrations of brick, or logging, mining, or agricultural equipment.
- B. The Intercity Transit Planners will consult with the Project Archaeologist to determine if the remains are archaeological and greater than 50 years old. If the Archaeologist believes that the discovery is a cultural resource, he or she and Intercity Transit Planners will discuss with the Resident Engineer and steps will be taken to protect the discovery site. At a minimum, subsurface disturbances will stop and the area adjacent to the discovery will be secured. Vehicles, equipment, and unauthorized personnel will not be permitted to traverse the discovery site. Any newly discovered archaeological resource will be considered eligible to the NRHP until determined otherwise by the DAHP. Work in the immediate area will not resume until treatment of the discovery has been completed following the provisions for treating archaeological/cultural material as set forth in Appendix 1.
- C. The Intercity Transit Planner will contact the DAHP Transportation Archaeologist (Matthew Sterner) and the FTA to assist in the significance evaluation of all inadvertent discoveries of cultural resources. Any discovery deemed eligible for listing in the NRHP will be assessed and treated according to the provisions set forth in Appendix 1 of this document.
- D. Intercity Transit will immediately contact the FTA and the DAHP (Attachment A) for consultation regarding National Register eligibility of any new discovery. If the federal and state agency representatives determine that the discovery is an eligible cultural resource, they and concerned Indian Tribe(s), as appropriate, will consult to determine appropriate treatment to be presented and agreed upon in a Memorandum of Agreement (MOA) or other appropriate documentation. Mitigation measures will be developed in consultation with the FTA and the DAHP, and the affected tribes (where appropriate), which could include avoidance through redesign, conducting data recovery and/or relocating materials or remains. Agreed upon treatment measures performed by Intercity Transit include protecting the resources in place, or data recovery such as mapping, photography, limited probing, and sample collection, or other measures.
- E. This information is covered by the Public Records Act (RCW 42.17.250) and specific components of the records are exempt from disclosure (RCW 42.17.310(1)(k)) to avoid the looting or depredation of such sites.

CONTACT INFORMATION

1. Primary Field Contacts

Intercity Transit
Planning Systems Coordinator: Cheryl Arnett
(360) 705-5877

Intercity Transit
Procurement Coordinator: Tammy Ferris
(360) 705-5818

2. Cultural Resource Contacts

DAHP State Physical Anthropologist: Dr. Guy Tasa, Ph.D.
(360) 586-3534

DAHP Transportation Archaeologist: Matthew Sterner
(360) 586-3082

State Historic Preservation Officer: Allyson Brooks, Ph.D.
(360) 586-3066

3. Other Agency Contacts

Olympia Police Department: (360) 753-8300

Tumwater Police Department: (360) 754-4200

Lacey Police Department: (360) 459-4333

Thurston County Sheriff's Office: (360) 786-5500

Thurston County Coroner's Office: (360) 586-2091

Washington State Department of Transportation,
Olympic Region Administrator: Molly Blake
(360) 357-2659

Federal Transit Administration: Dan Drais
(206) 220-4465
(Notified by Intercity Transit)

4. Tribal Contacts

Confederated Tribes and Bands of the
Yakama Nation: Kate Valdez, THPO Cultural Resources
PO Box 151
Toppenish, WA 98948
509-985-7596

Nisqually Indian Tribe: Annette Bullchild, Cultural Resources
4820 She-Nah-Num Drive SE
Olympia, WA 98513
360-456-5221

Squaxin Island Tribe Rhonda Foster, THPO Cultural Resources
SE 70 Squaxin Lane
Shelton, WA 98584-9200
360-432-3850

APPENDIX 1 - Treatment of Archaeological Resources

Construction and/or field activities related to the Tumwater Square Transfer Station may cause disturbance to underground archaeological resources. The following provisions are intended to assure the professional archaeological treatment of cultural materials inadvertently discovered during construction activities. Implementation of the plan is the responsibility of Intercity Transit.

Provisions of the Archaeological / Cultural Resource Treatment Plan are as follows:

1. The archaeological site monitor will contact the Intercity Transit Planner who will then contact the DAHP Transportation Archaeologist (Matthew Sterner) to immediately report all discoveries of cultural resources that are potentially eligible for listing in the NRHP. Construction will be immediately halted within the immediate area of the discovery and the scene will be protected until Intercity Transit has arranged for the discovery to be identified by the Professional Archaeologist and the DAHP. If the discovery is determined to be a significant historic or archaeological site, or consists of Native American human remains, the DAHP, the FTA, and the Tribe(s) will be consulted as appropriate to determine the course of action.
2. As part of the construction team, a professional archaeologist will ensure proper documentation and assessment of any discovered cultural resources. Non-intrusive field documentation of all human remains will be undertaken immediately. All prehistoric and historic cultural material discovered during project construction will be recorded by the Professional Archaeologist on State of Washington cultural resource site forms, or on isolate forms using standard techniques. Site overviews, features, and artifacts will be photographed; stratigraphic profiles and soil/sediment descriptions will be prepared for subsurface exposure. Discovery locations will be documented on scaled site plans and site location maps.
3. Sites discovered during construction will be assumed eligible under Criterion D for inclusion in the National Register of Historic Places (NRHP) for the purposes of Section 106 compliance, in accordance with 36 CFR 800.13(c).
4. Where complex or extensive cultural remains are encountered, the FTA, the DAHP, and Intercity Transit will jointly determine the appropriate level of documentation and treatment of the resources after consultation with the concerned tribal representatives.
5. The FTA, the DAHP, and Intercity Transit will decide when construction may continue at the discovery location. Where cultural resources are encountered during construction, but additional project effects to the resources are not anticipated, project construction may continue while documentation and assessment of the cultural resources proceed. If continued construction is likely to cause additional impacts to such resources, project activities within a radius of 30 feet of the discovery will cease until the Professional Archaeologist has documented the site, evaluated its significance, and assessed potential effects to the site.
6. Cultural features, horizons, and artifacts detected in buried sediments may require further evaluation using hand-dug test units to clarify aspects of integrity, stratigraphic context, or feature function. Units may be dug in controlled fashion to expose features, collect radiocarbon or animal/plant macrofossil samples from undisturbed contexts, or interpret complex stratigraphy. A test excavation unit or small trench might also be used to cross-section a feature to determine if an intact occupation surface is present. Test units will be used only when necessary to gather information on the nature, extent, and integrity of subsurface cultural deposits to evaluate the site's potential to address significant research domains. Excavations will be conducted using state-of-the-art techniques for controlling provenience of recovered remains.

7. Sediments excavated for purposes of cultural resources investigations will be screened through 1/8-inch mesh. Spatial information, depth of excavation levels, natural and cultural stratigraphy, presence or absence of cultural material and depth of sterile soil, regolith, or bedrock will be recorded for each probe on a standard form. Test excavation units will be recorded on unit-level forms, which include plan maps for each excavated level, and material type, number and vertical provenience (depth below surface and stratum association where applicable) for all artifacts recovered from the level. Radiocarbon and macrofossil samples will be taken from intact subsurface features exposed by shovel/auger probes or test units. A stratigraphic profile will be drawn for at least one wall of each test excavation unit.
8. All prehistoric and historic artifacts collected from the surface and from probes and excavation units will be analyzed, catalogued, and temporarily curated. Ultimate disposition of cultural materials will be determined in consultation with the FTA, the DAHP, and concerned tribes.
9. Within 90 days of conclusion of fieldwork, a management summary describing any and all monitoring activities and resultant archaeological excavations will be provided to Intercity Transit. The Intercity Transit Planner, will forward the report to the FTA for review and delivery to the DAHP and concerned tribes.
10. If construction activity exposes human remains (burials, or isolated teeth or bones), construction in the immediate vicinity of the find will be halted. Intercity Transit will follow procedures outlined under section 2.0 of the Inadvertent Discovery Plan.
11. Treatment of Native American Remains: If the human skeletal remains are determined to be Native American, the affected agencies and tribes will consult to determine what treatment is appropriate for the human skeletal remains. At this point, if requested, the FTA may assume all authority over the government-to-government consultation process.
12. Treatment of Non-Indian Historic Remains: If the human skeletal remains are determined to be historic non-Indian remains, treatment will be determined by the DAHP and the FTA. The National Park Service will be included in the consultations for any discoveries within the boundaries of the Vancouver National Historic Reserve.
13. Curation: Intercity Transit will ensure that eligible artifacts are curated appropriately. Collected artifacts and samples that are determined historically significant would be curated for future use for research, interpretation, preservation, and cultural resource management activities using Department of the Interior federal guidelines for curation (36 CFR 79). Artifacts and associated documents resulting from data recovery, including maps, photographs, field notes, bone, shell, soil samples, wood and other botanical samples, and fire-modified rock, would be curated following analysis. Artifacts, samples, and records would be prepared for curation. A sample of selected artifact categories and sediments would be retained for curation. For cultural resources that are determined “significant” Intercity Transit will, in consultation with the DAHP and affected tribes, identify appropriate facilities, provide and pay for long-term curation of prehistoric, ethnohistoric, and historic artifacts, data samples, and records resulting from the project investigations. Intercity Transit will consult with affected federally and non-federally recognized Tribes to reach agreement about permanent storage of some of the materials.

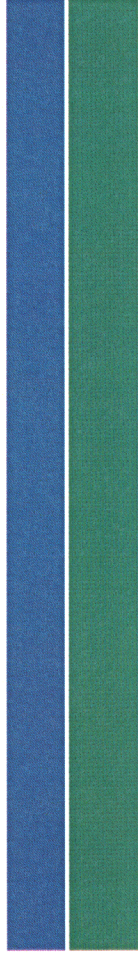
14. Intercity Transit will comply with any applicable Federal and State laws and regulations, including but not limited to:
- Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations,
 - Native American Graves Protection and Repatriation Act (NAGRPA) of 1990, as amended,
 - The Archaeological Resource Protection Act (ARPA) of 1979, as amended,
 - Title 27 Revised Codes of Washington: Chapter 27.44 Indian Graves and Records; Chapter 27.53 Archaeological Sites and Resources; Chapter 42.56.300 Archaeological Site Public Disclosure Exemption; Washington Administrative Code 25-48: Archaeological Excavation and Removal Permit.
15. Contracts for construction and field-disturbing work: Intercity Transit will include provisions in any contracts for construction or field-disturbing work that provide for the ability of Intercity Transit and federal, state and local government agencies to implement the requirements of this Plan.

ATTACHMENT B

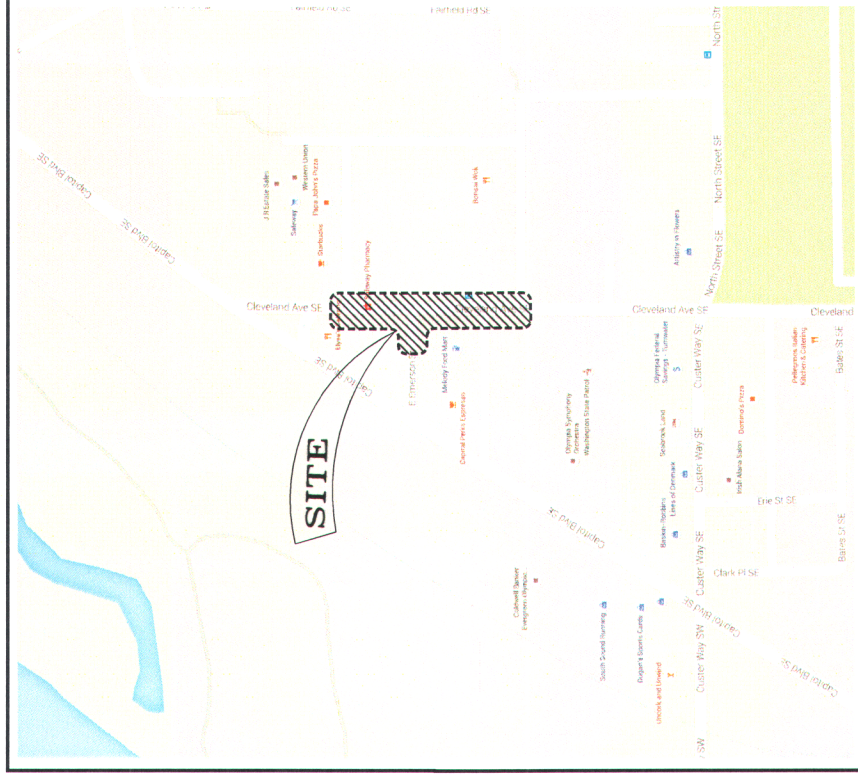
PLANS

TUMWATER SQUARE STATION IMPROVEMENTS

PROJECT NUMBER: 1621



CITY OF TUMWATER
SEC. 26, T. 18N., R. 2W., W.M.



VICINITY MAP

NOT TO SCALE

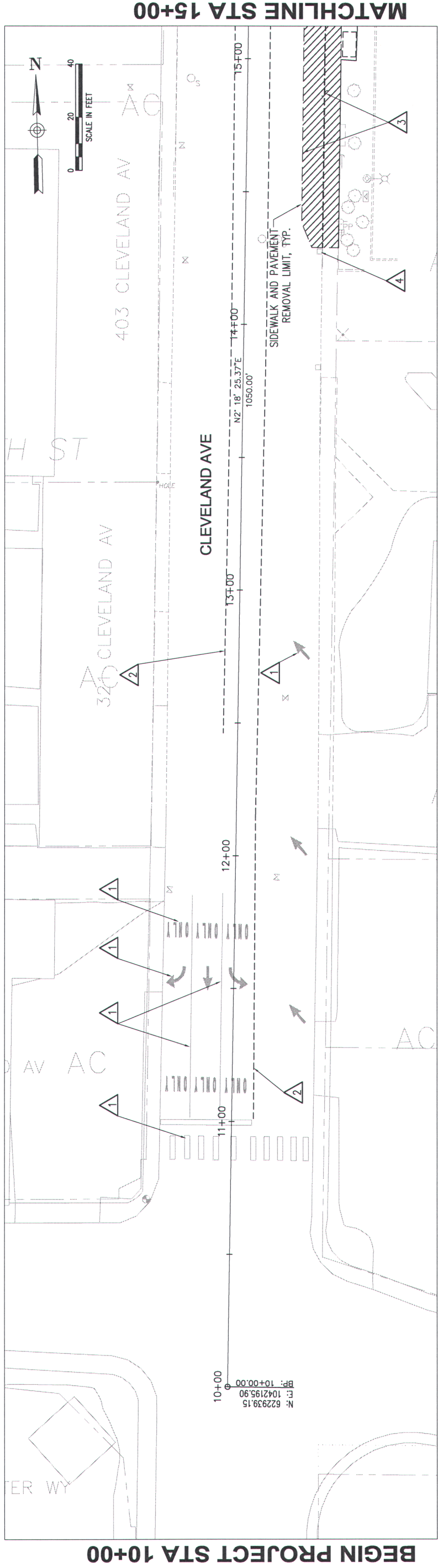
INDEX TO DRAWINGS

SHEET	DESCRIPTION
C-1	COVER
C-2	LEGEND, ABBREVIATIONS & CONSTRUCTION NOTES
C-3	DEMOLITION PLAN STA 10+00 - STA 20+50
C-4	SITE PLAN STA 14+00 - 19+00
C-5	CHANNELIZATION PLAN STA 10+00 - STA 20+50
C-6	DETAILS
C-7	DETAILS
C-8	DETAILS
C-9	DETAILS
C-10	DETAILS

10/10/17
10/10/17

NOTE:

THE PLANS HAVE BEEN DESIGNED IN COLOR AND SHALL BE PRINTED AS SUCH.

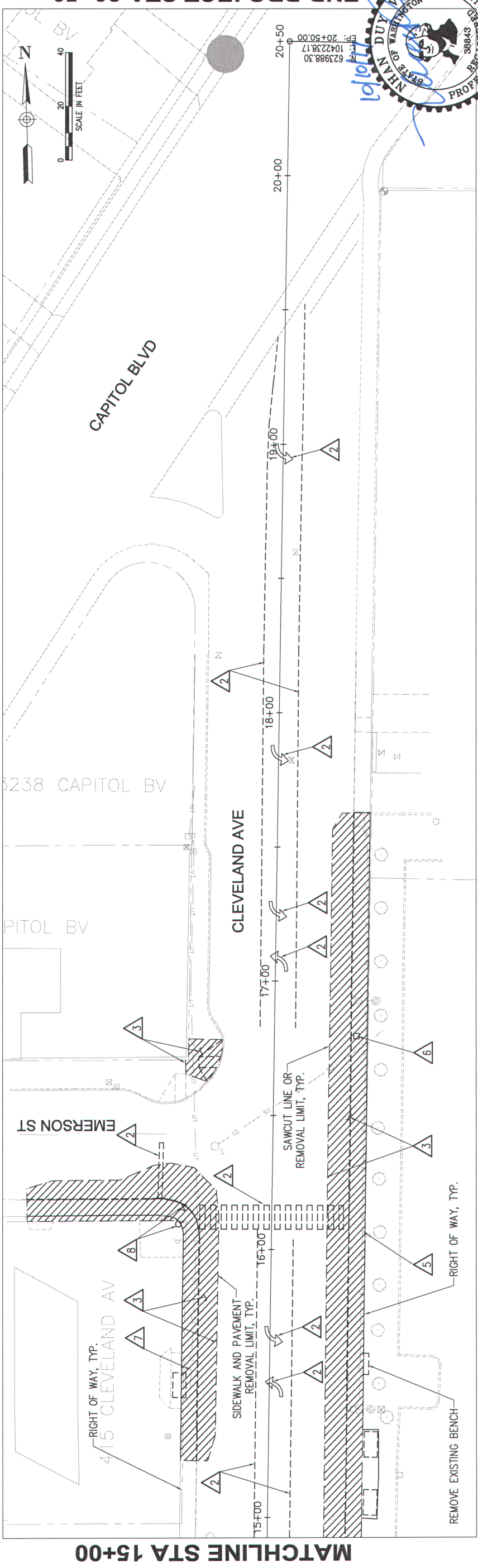


BEGIN PROJECT STA 10+00

DEMOLITION NOTES:

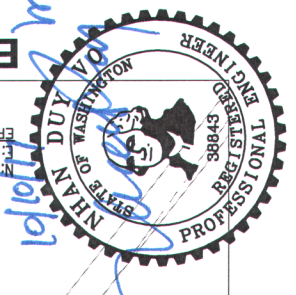
- 1 PROTECT EXISTING PAVEMENT MARKINGS, TYPICAL.
- 2 REMOVE EXISTING PAVEMENT MARKINGS, TYPICAL.
- 3 SAWCUT AND REMOVE EXISTING CURB, SIDEWALK, AND PAVEMENT, TYPICAL.
- 4 PROTECT EXISTING CB AND DRAIN LINE. INSTALL CB INSERT (EROSION SOCK).
- 5 PROTECT EXISTING UNDERGROUND STREET LIGHT CONDUIT.
- 6 REMOVE AND RELOCATE EXISTING US POSTAL SERVICE (BY OTHERS).
- 7 PROTECT EXISTING UNDERGROUND TELECOMMUNICATIONS.
- 8 PROTECT EXISTING FIRE HYDRANT AND VALVE BOX.

DEMOLITION PLAN STA 10+00 - STA 15+00



MATCHLINE STA 15+00

DEMOLITION PLAN STA 15+00 - STA 20+50



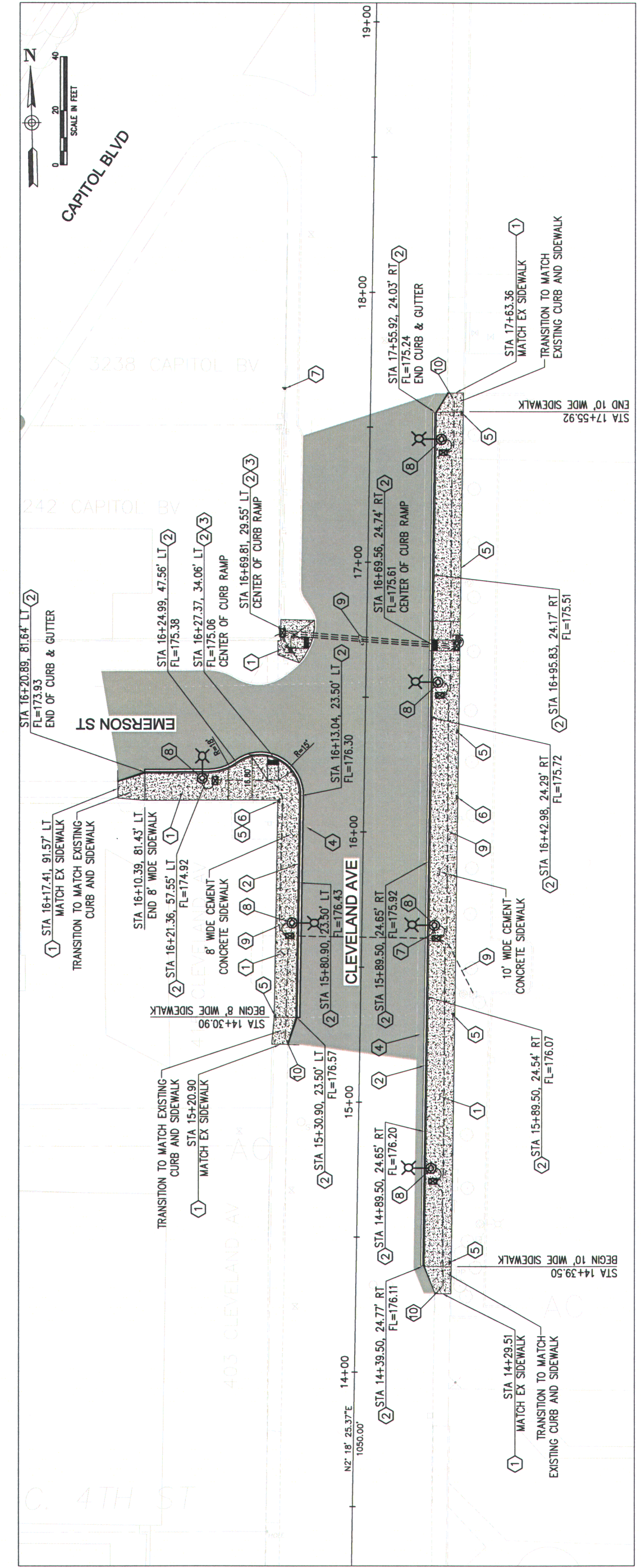
City of Tumwater
Public Works Department
Engineering Division
555 Israel Road SW, Tumwater, WA 98501
(360) 754-4140 Voice, 754-4142 Fax

DESIGNED: NDV	JOB NUMBER
DRAWN: NDV	DATE
CHECKED: JRN	JUNE 2017
APPROVED: JCE	

DEMOLITION PLAN
STA 10+00 - STA 20+50

PROJECT
TUMWATER SQUARE STATION
IMPROVEMENTS

DRAWING NUMBER
C-3
SHEET 3 OF 10



SITE PLAN STA 14+00 - STA 19+00

CONSTRUCTION NOTES:

- ① INSTALL CEMENT CONCRETE SIDEWALK PER DETAIL ON SHT C-7.
- ② INSTALL CEMENT CONCRETE CURB & GUTTER PER DETAIL ON SHT C-7.
- ③ INSTALL PERPENDICULAR CURB RAMP PER DETAIL ON SHT C-7.
- ④ CEMENT CONCRETE SIDEWALK AND HMA PATCH. SEE DETAIL ON SHT C-7.
- ⑤ INSTALL "NO PARKING BUS STOP" SIGN (R7-7) PER MUTCD STANDARDS.
- ⑥ INSTALL "NO CROSSING" (R9-3) AND "USE CROSSWALK" (R9-3bP) SIGNS PER MUTCD STANDARDS.
- ⑦ CROSSWALK ADVANCE WARNING SIGN. SEE DETAIL ON THIS SHEET.
- ⑧ FUTURE STREET LIGHT LOCATION. CONTRACTOR TO INSTALL J-BOXES AND CONDUITS (NO STREET LIGHT FOUNDATIONS) AS SHOWN ON THE PLAN. SEE SIDEWALK DETAILS ON SHT C-8 FOR MORE INFORMATION.
- ⑨ 2" SCHEDULE 40 CONDUIT, TYPICAL.
- ⑩ CAP 2" CONDUIT NEAR THE END OF SIDEWALK.

GENERAL NOTES:

1. ALL OFFSET DISTANCE SHOWN ON THE PLANS ARE FROM THE CENTERLINE TO THE CENTER OF STRUCTURE OR FACE OF CURB OR RADI UNLESS SPECIFIED IN THE PLANS.
2. ALL SPOT ELEVATIONS SHOWN ON THE PLANS ARE AT THE GUTTER LINE UNLESS SPECIFIED IN THE PLANS.
3. ADJUST ALL PUBLIC UTILITY CASTINGS TO FINISHED GRADE WITHIN SIDEWALK AND TRAFFIC ISLANDS AND REPLACE THE LIDS WITH NON-SLIP LIDS.



R9-3



R9-3bP



R7-7



W11-2



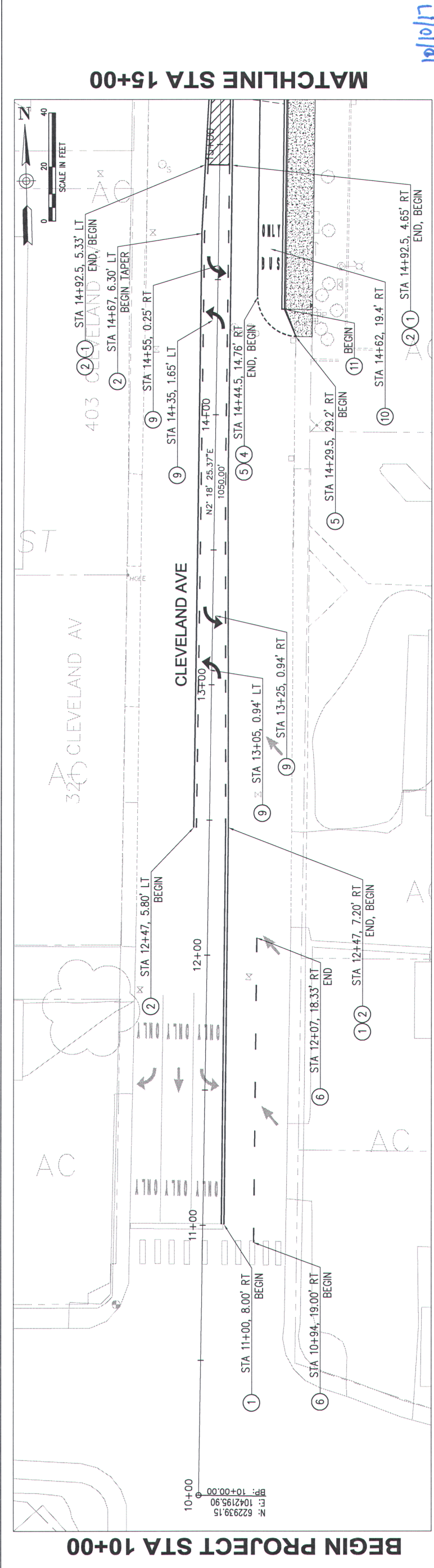
W16-9P

CROSSWALK ADVANCE WARNING SIGN



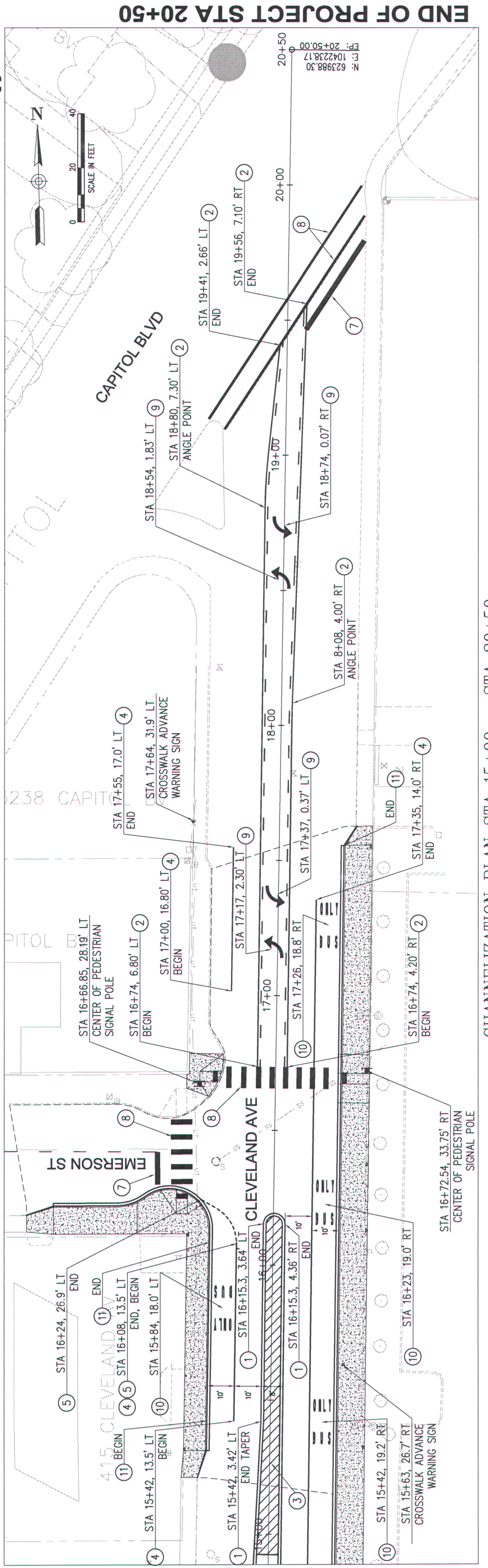
DESIGNED: NDV	JOB NUMBER	1621
DRAWN: NDV	DATE	JUNE 2017
CHECKED: JRN	APPROVED: JCE	

City of Tumwater
Public Works Department
Engineering Division
555 Israel Road SW, Tumwater, WA 98501
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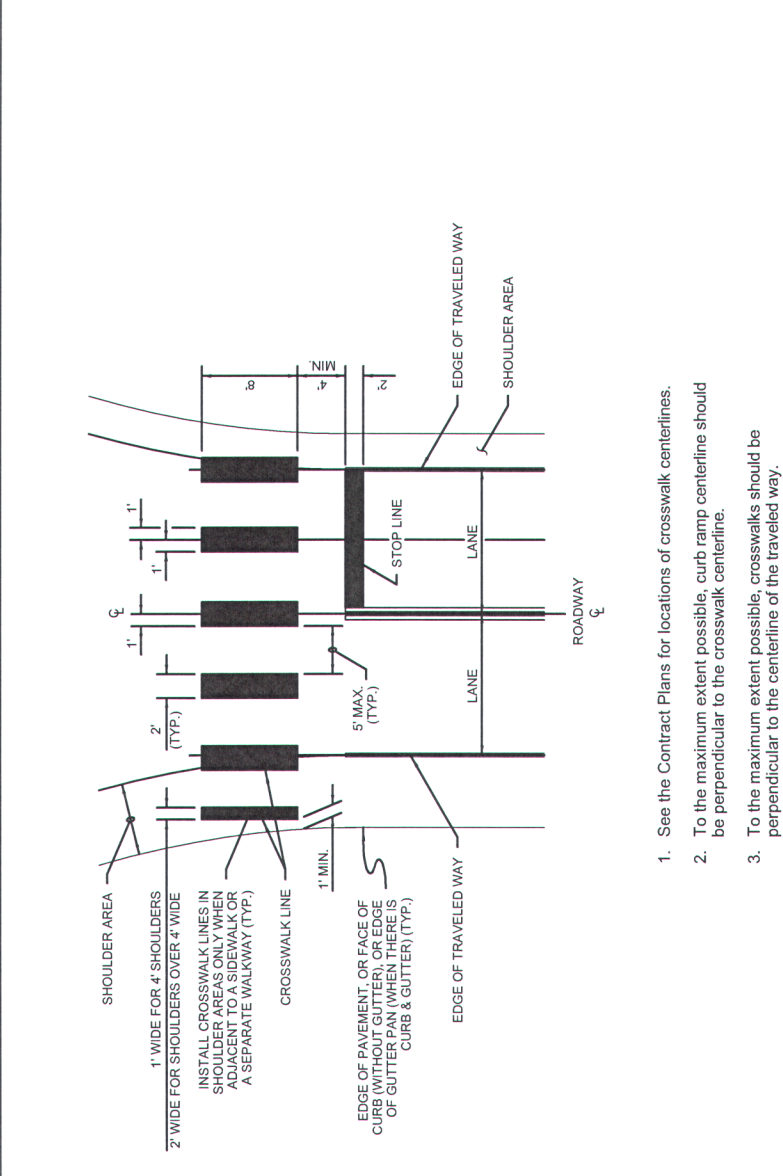
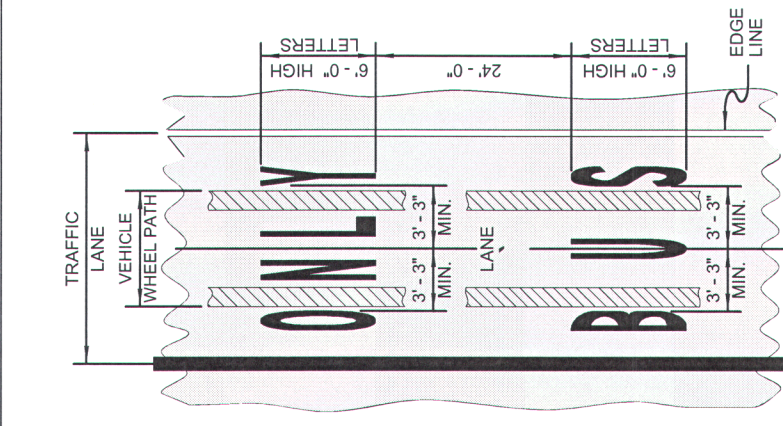
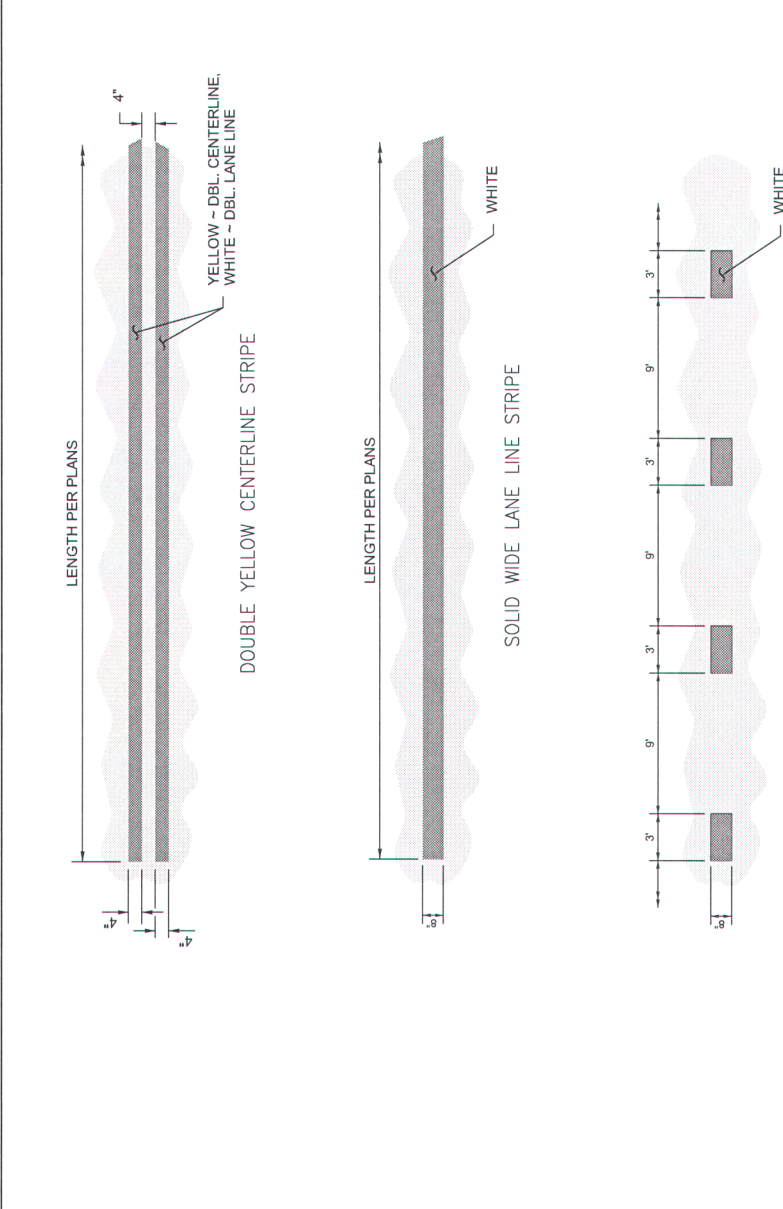
CHANNELIZATION PLAN STA 10+00 - STA 15+00

- CHANNELIZATION NOTES:**
- ① INSTALL DOUBLE YELLOW CENTERLINE PER DETAIL ON SHT C-6
 - ② INSTALL TWO-WAY LEFT-TURN CENTERLINE PER DETAIL ON SHT C-6
 - ③ INSTALL 4" YELLOW PAINT LINE PER DETAIL ON SHT C-6
 - ④ INSTALL WIDE (SOLID) LANE LINE PER DETAIL ON SHT C-6
 - ⑤ INSTALL WIDE DOTTED LANE LINE PER DETAIL ON SHT C-6
 - ⑥ INSTALL BROKEN LANE LINE PER DETAIL ON SHT C-6
 - ⑦ INSTALL 24" WIDE PLASTIC STOP LINE PER DETAIL ON SHT C-6
 - ⑧ INSTALL PLASTIC CROSSWALK LINE PER DETAIL ON SHT C-6
 - ⑨ INSTALL PLASTIC TRAFFIC ARROW PER DETAIL ON SHT C-6.
 - ⑩ INSTALL PLASTIC TRAFFIC LETTER PER DETAIL ON SHT C-6.
 - ⑪ PAINT FACE AND TOP OF CURB ALONG BUS LANES. SEE SPECIFICATIONS.



CHANNELIZATION PLAN STA 15+00 - STA 20+50

DESIGNED: NDV	JOB NUMBER	1621
DRAWN: NDV	DATE	JUNE 2017
CHECKED: JRN	APPROVED: JCE	

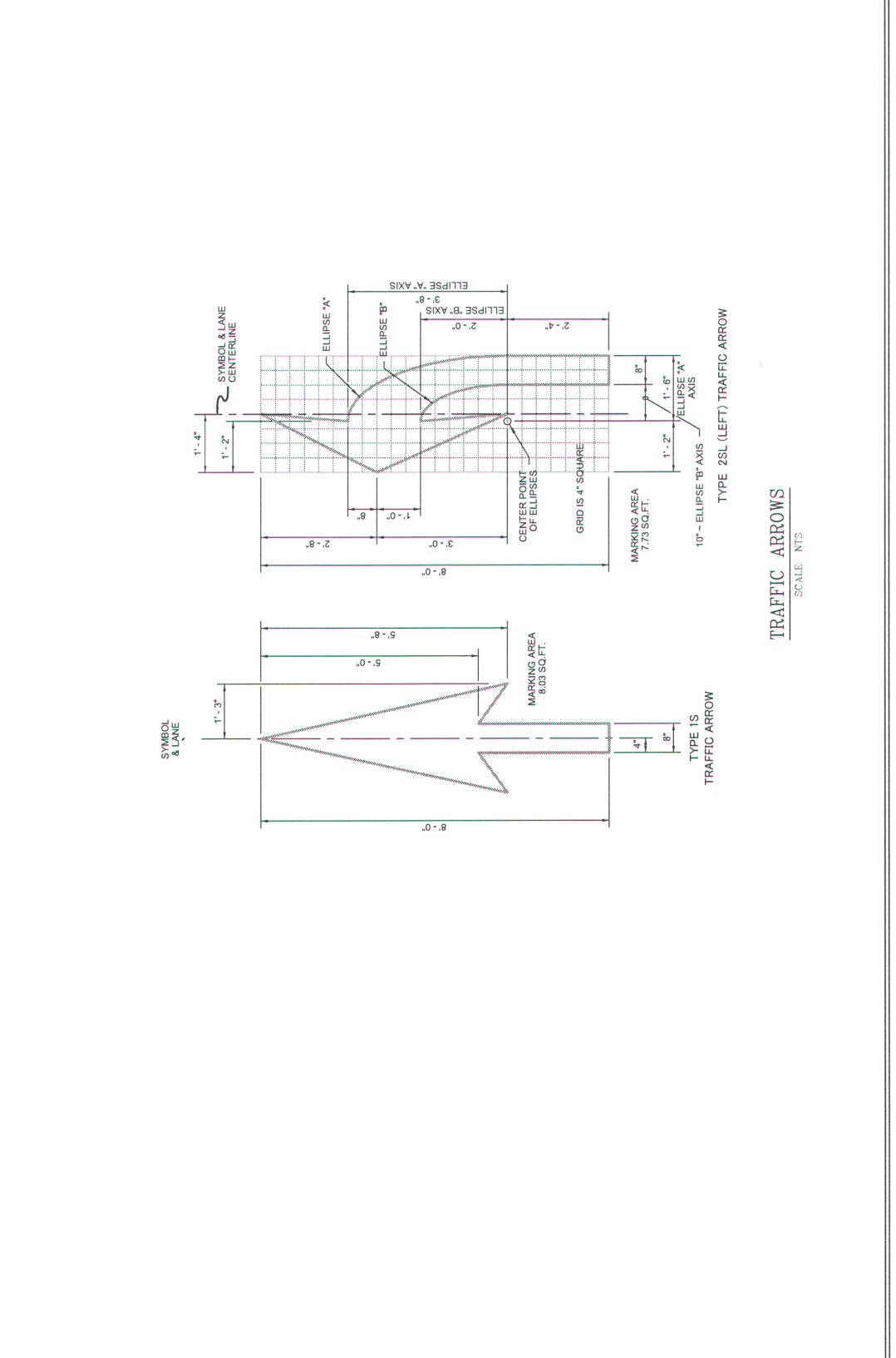
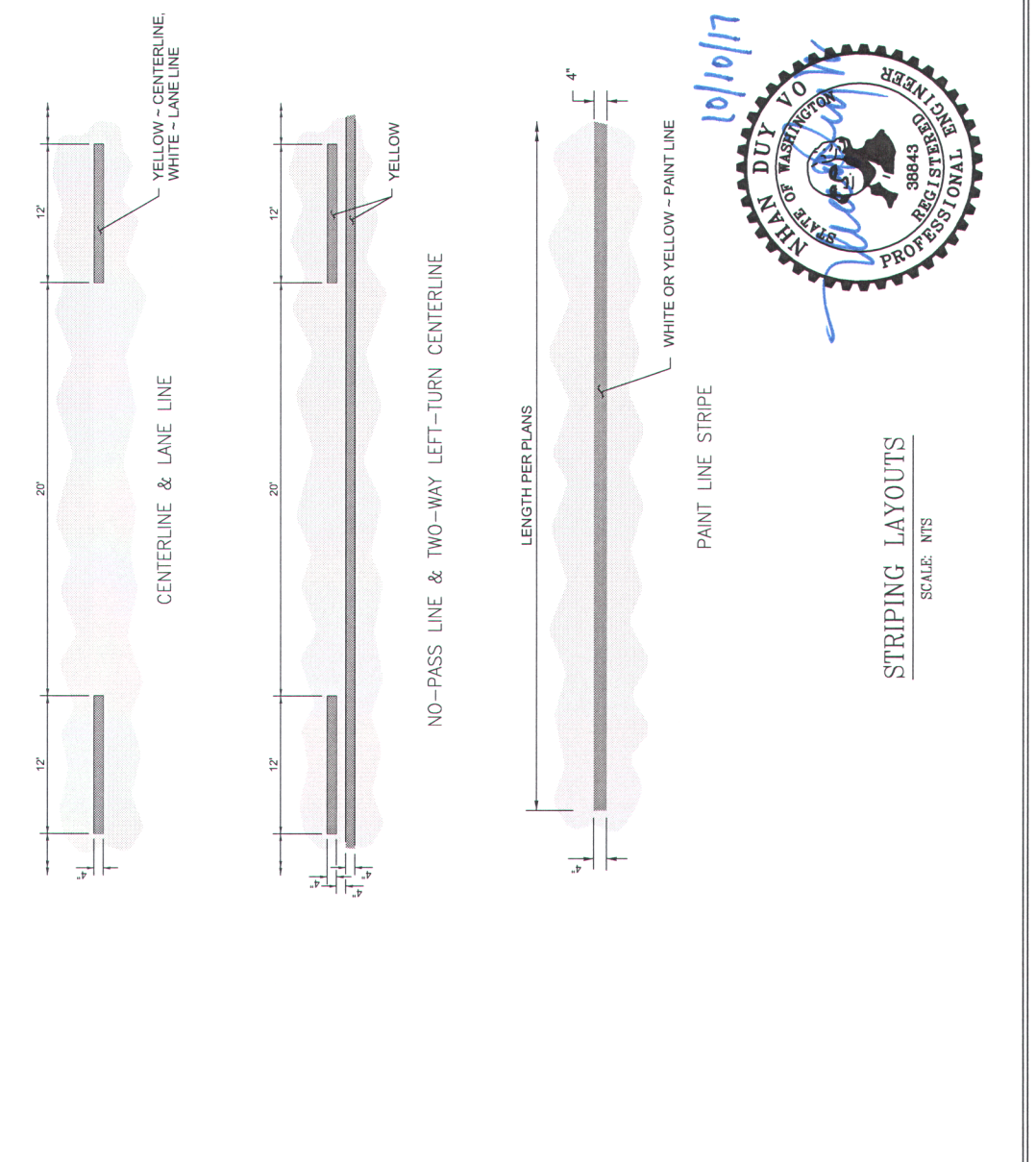


1. See the Contract Plans for locations of crosswalk centerlines.
2. To the maximum extent possible, curb ramp centerline should be perpendicular to the crosswalk centerline.
3. To the maximum extent possible, crosswalks should be perpendicular to the centerline of the traveled way.

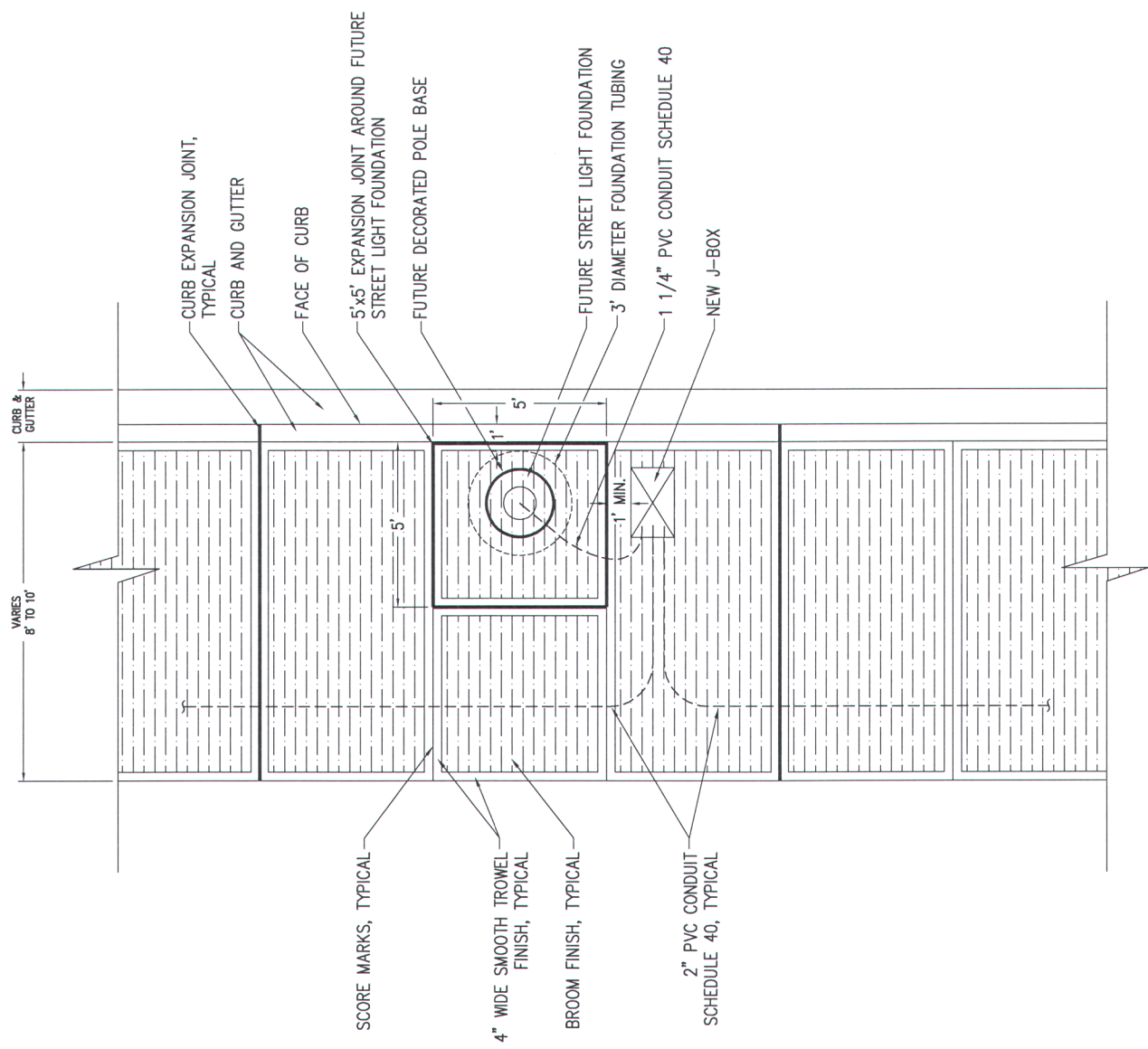
TRAFFIC LETTER LAYOUT
SCALE: NTS

CROSSWALK LAYOUT WITH STOP LINE
SCALE: NTS

TRAFFIC ARROWS
SCALE: NTS

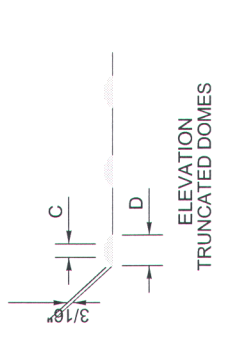
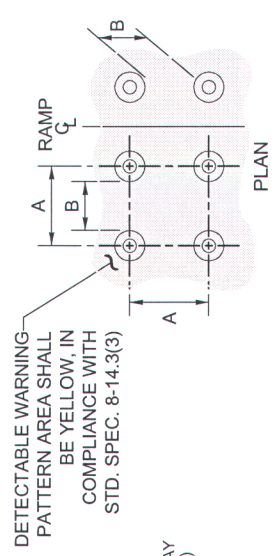


DESIGNED: NDV	JOB NUMBER
DRAWN: NDV	DATE
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DATE	JUNE 2017



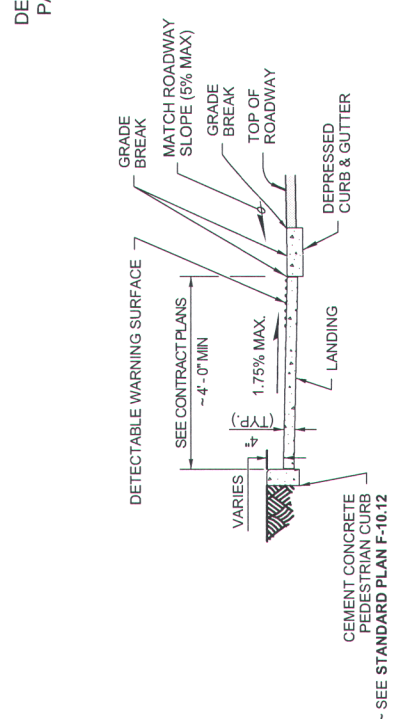
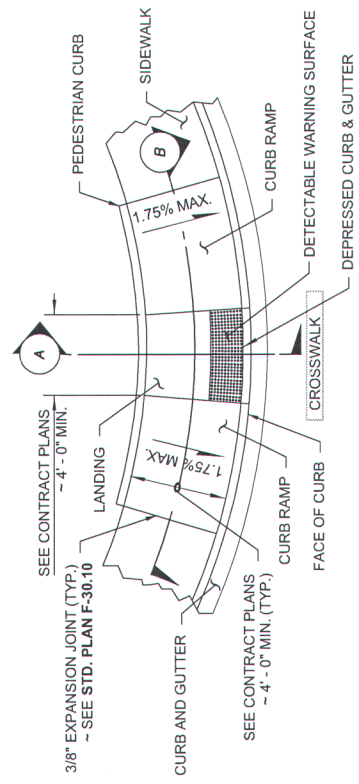
SIDEWALK EXPANSION JOINTS AT FUTURE STREET LIGHT BASE
NOT TO SCALE

	MIN.	MAX.
A	1 5/8"	2 3/8"
B	5/8"	1 1/2"
C	7/16"	3/4"
D	7/8"	1 7/16"

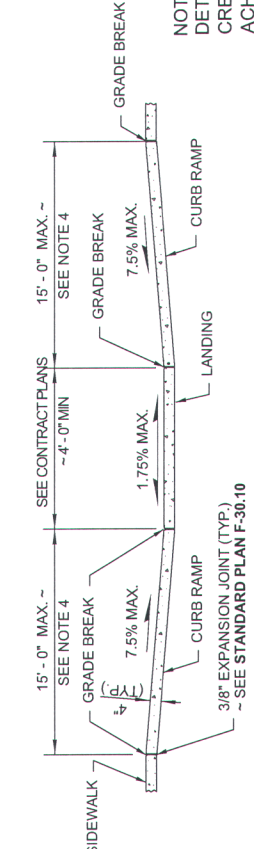


NOTE:
DETECTABLE WARNING PATTERNS MAY BE CREATED BY ANY METHOD THAT WILL ACHIEVE THE TRUNCATED DOME DIMENSIONS AND SPACING SHOWN

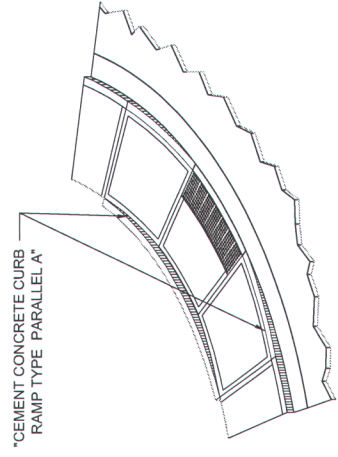
DETECTABLE WARNING PATTERN
NOT TO SCALE



SECTION A



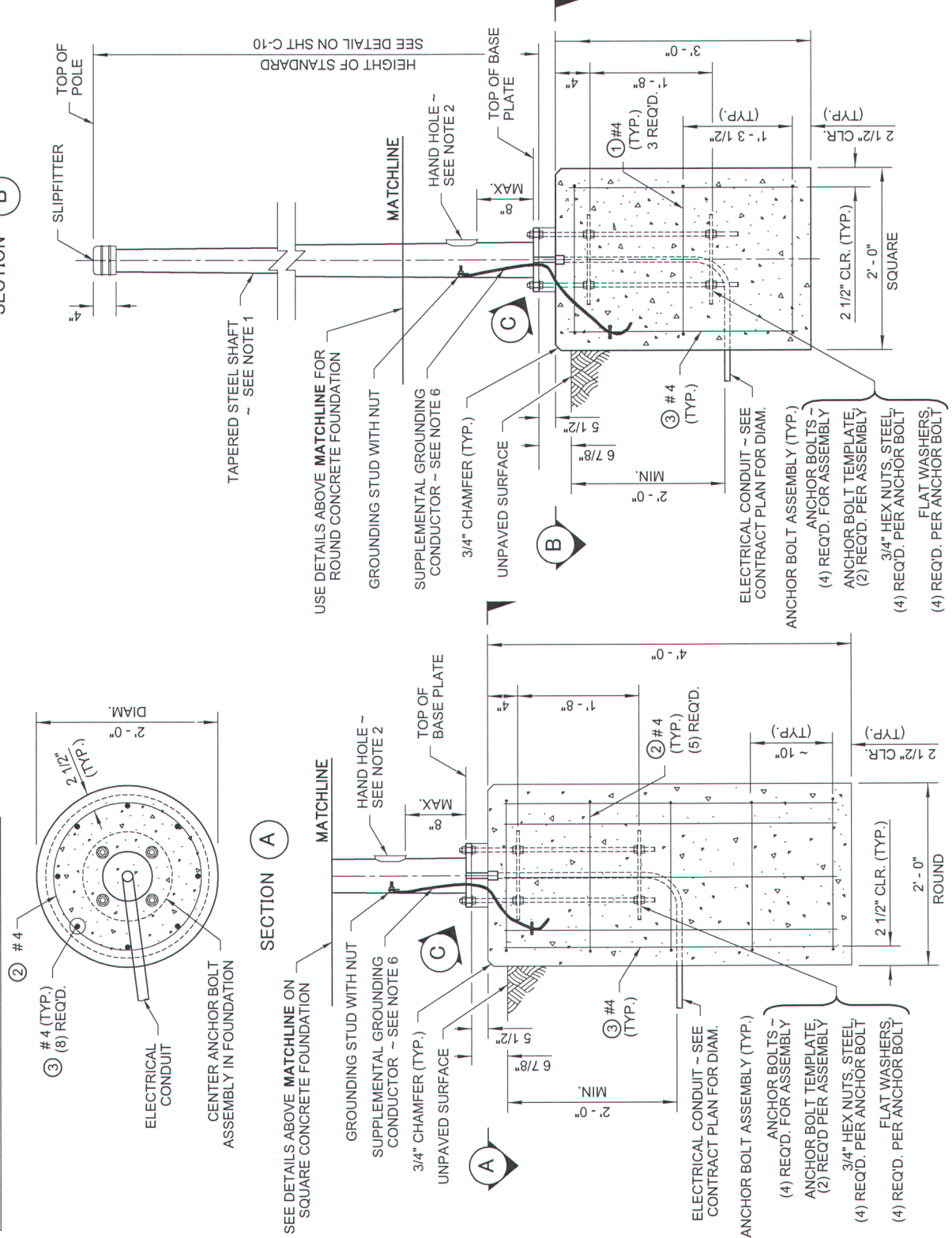
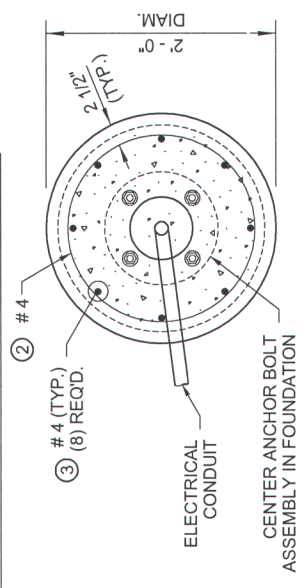
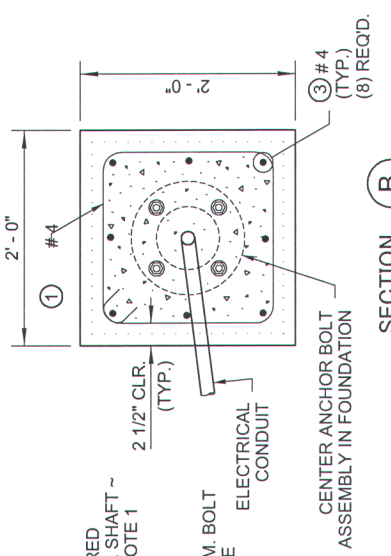
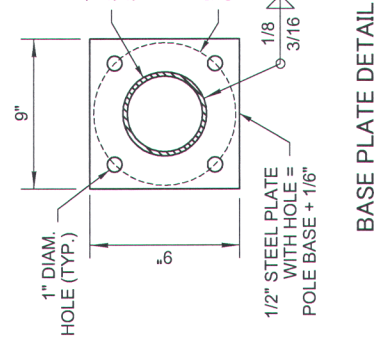
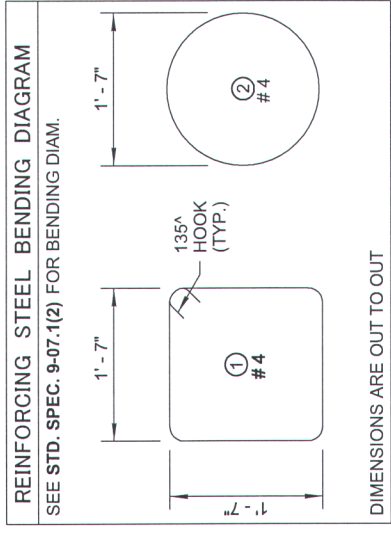
SECTION B



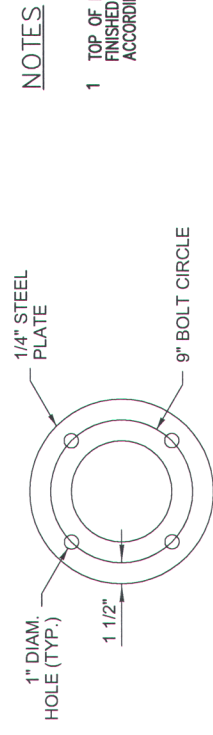
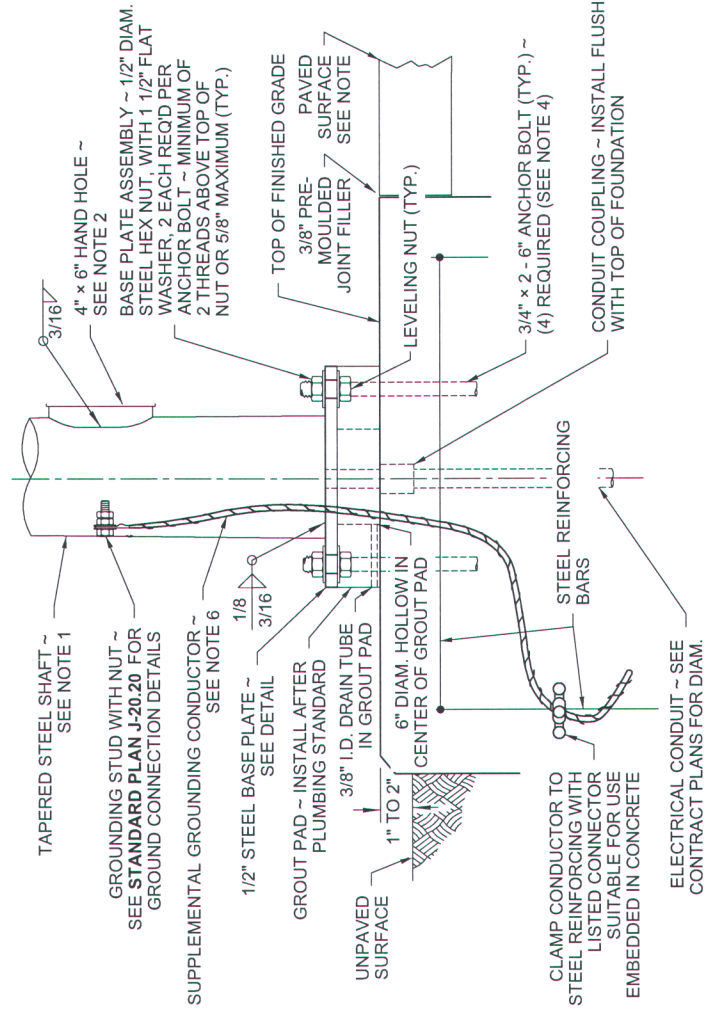
TYPE A PARALLEL RAMP

1. Provide a separate curb ramp for each marked or unmarked crosswalk. Curb ramp location shall be placed within the width of the associated crosswalk, or as shown in the Contract Plans.
2. Where "GRADE BREAK" is called out, the entire length of the grade break between the two adjacent surface planes shall be flush.
3. Do not place gratings, junction boxes, access covers, or other appurtenances in front of the curb ramp or on any part of the curb ramp or landing.
4. The curb ramp maximum running slope shall not require the ramp length to exceed 15 feet to avoid chasing the slope indefinitely when connecting to steep grades. When applying the 15 foot max. length, the running slope of the curb ramp shall be as flat as feasible.

PARALLEL CURB RAMP TYPE "A"
NOT TO SCALE



- NOTES
- Steel Shaft shall be tapered either round or dodecagon (12-sided), 11-gauge, 4 1/2" O.D. at slipfitter. Taper shall be 0.14 inches per foot.
 - Hand Holes shall include a removable, rain-tight cover and gasket, fastened with two stainless steel screws (ASTM F 593).
 - Clamping Bolts shall be tightened to 50 ft-lbs max. torque. After state inspection, burr threads to prevent nut rotation. **DO NOT OVERTIGHTEN.**
 - The final height of the Anchor Bolts must be below the top of the Slip Plate Assembly to ensure proper function of the Slip Base.
 - All Poles shall be hot dip galvanized per AASHTO M111.
 - Supplemental Grounding Conductor shall be non-insulated #4 AWG stranded copper, provide 3' - 0" min. slack. Clamp to vertical steel reinforcing bar with connector suitable for use embedded in concrete.
 - Junction Box serving the Standard shall preferably be located 5' - 0" (10' - 0" Max.) from the Standard.
 - Provide Cable Tie at wiring entering the Junction Box (for Slip Base installations only) ~ See **Detail A**, **Standard Plan J-28.70**.

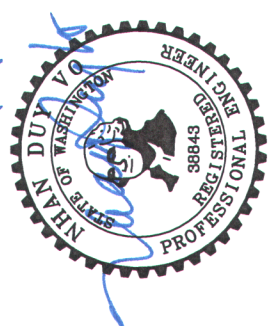


ELEVATION ROUND CONCRETE FOUNDATION DETAIL

ELEVATION SQUARE CONCRETE FOUNDATION DETAIL

TYPE PS SIGNAL STANDARD FOUNDATION DETAIL

SCALE: NTS



11/10/17

PROJECT	TUMWATER SQUARE STATION	PAGE	DETAILS
JOB NUMBER	1621	DESIGNED:	NDV
DATE	JUNE 2017	CHECKED:	JRN
APPROVED:	JCE	DRAWN:	NDV

City of Tumwater
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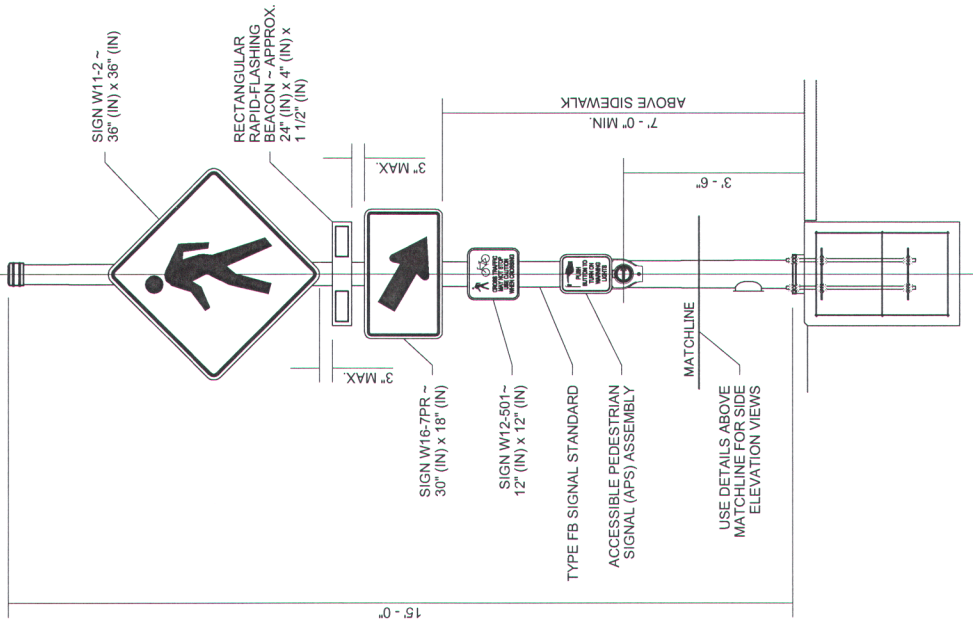
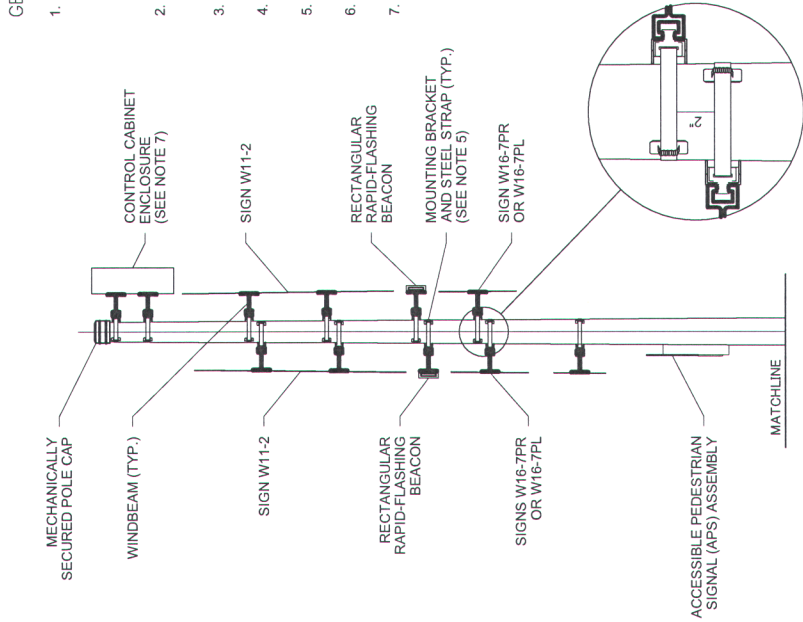
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Path: S:\Projects - Active\Cleveland Bus Stop & Frontage Improvements - Intercity Transit\Design & Engineering\Plotted by me Date: 10-Oct-17 7:33:59am

- GENERAL NOTES**
- SEE STANDARD PLAN J-20.26 FOR SIGNAL CABINET (APFS) INSTALLATION DETAILS. USE 9" (IN) X 12" (IN) R10-25 SIGN IN ACCORDANCE WITH 2009 MUTCD. SIGN MAY INCLUDE INTEGRATED WARNING LIGHTS.
 - SEE STANDARD PLAN J-21.16 FOR SIGNAL STANDARD FOUNDATION WITH FIXED BASE AND SLIP BASE DETAILS.
 - SEE STANDARD PLAN J-21.45 FOR SIGNAL STANDARD DETAILS NOT SHOWN.
 - SEE STANDARD PLAN J-28.70 FOR WIRING DETAILS NOT SHOWN.
 - SEE STANDARD PLAN G-30.10 FOR SIGN INSTALLATION ON SIGNAL STANDARD DETAILS.
 - TERMINATE RFB CONNECTIONS PER MANUFACTURER'S RECOMMENDATIONS.
 - CONTROL CABINET ENCLOSURE SHALL BE SIZED BY THE RFB MANUFACTURER. THE CONTROL CABINET SHALL BE MANUFACTURED PER TERMINAL CABINET REQUIREMENTS OF STANDARD SPECIFICATION 9-28.25.



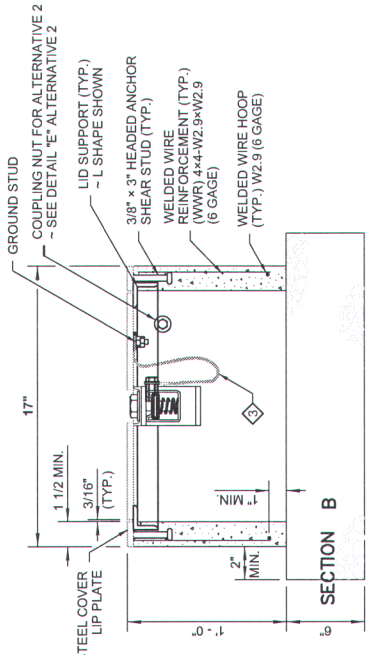
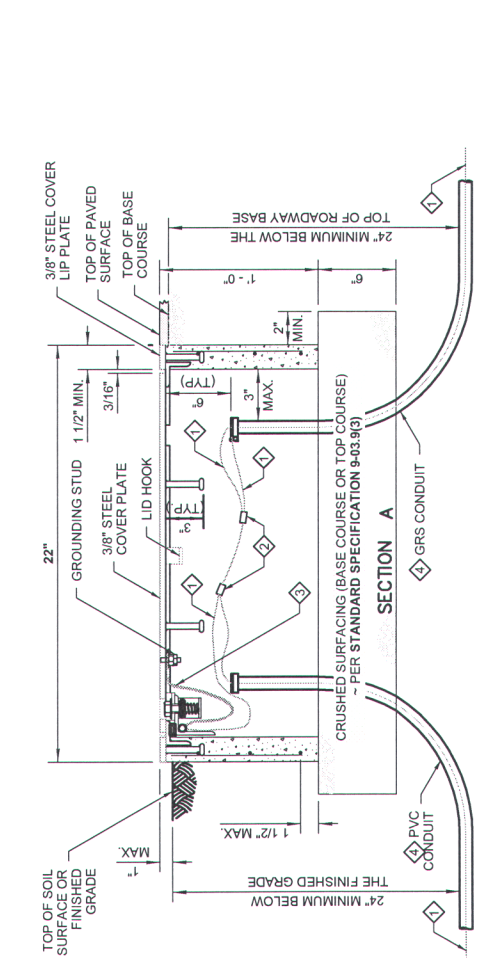
W12-501
 (12' x 12')

Pedestrian Symbol Height - 4" (in)
 Bicycle Symbol Height - 3" (in)
 Letters - 1" C
 LEGEND - BLACK
 BACKGROUND - YELLOW

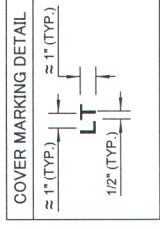


FRONT ELEVATION VIEW
 RECTANGULAR RAPID-FLASHING BEACON (RRFB)
 FIXED BASE AND CONCRETE SQUARE FOUNDATION SHOWN

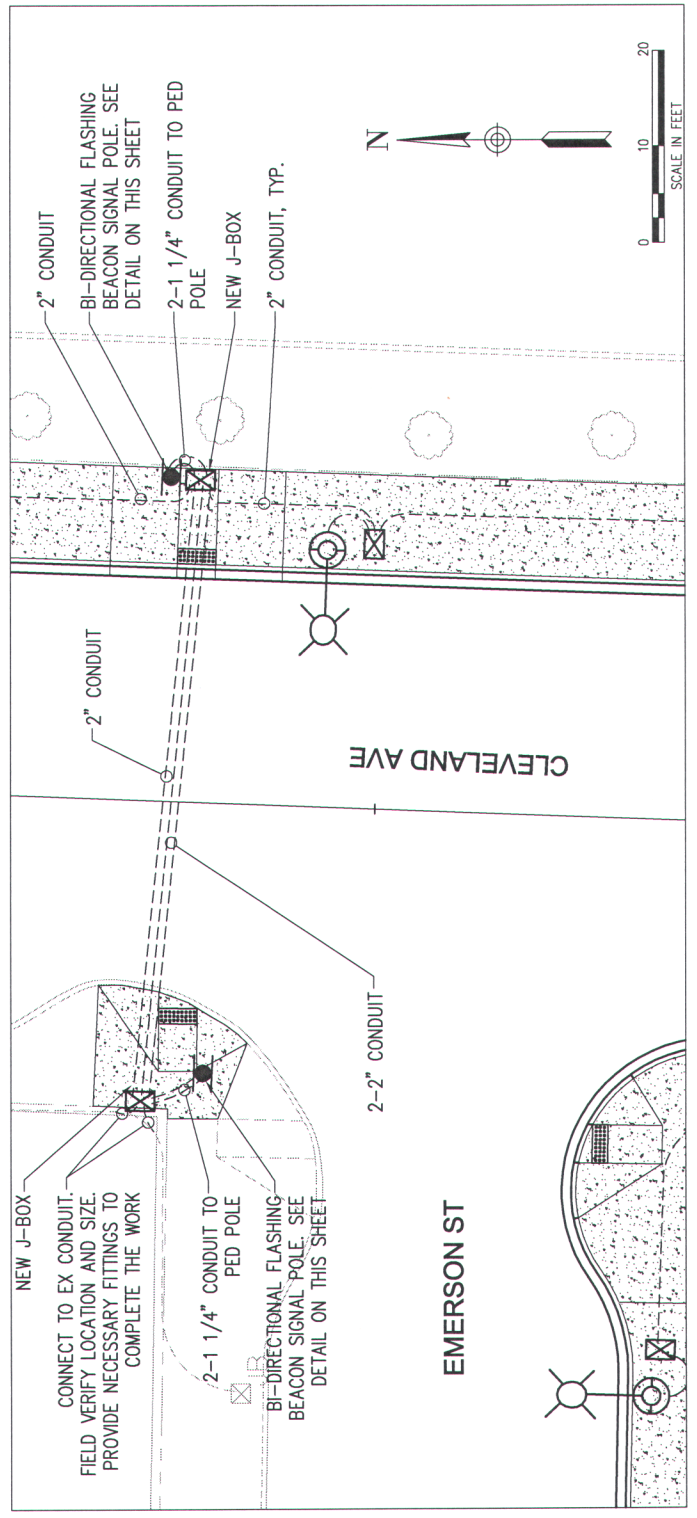
SIDE ELEVATION VIEW
 BI-DIRECTIONAL CONFIGURATION DETAILS
 RECTANGULAR RAPID-FLASHING BEACON DETAIL
 NOT TO SCALE



- Equipment Grounding Conductor
- Copper Solderless Crimp Connector
- Equipment Bonding Jumper
- See Plans for conduit size



TYPICAL JUNCTION BOX INSTALLATION DETAIL
 NOT TO SCALE



CONDUIT CROSSING AT CLEVELAND AVE & EMERSON ST
 NOT TO SCALE



10/10/17