



600 County Shop Lane
Burlington, WA 98233
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INVITATION FOR BIDS

MARKETPLACE DRIVE BUS STOP

IFB #23-014

May 26, 2023

Prepared by

Jo-Ann Wynne

Procurement and Contracts Coordinator

Bid Advertisement: Skagit Valley Herald – May 26, 2023

Skagit Station Lobby, MOA Lobby, Skagit Transit Website

SKAGIT TRANSIT

INVITATION FOR BIDS #23-014

FOR

MARKETPLACE DRIVE BUS STOP

SKAGIT TRANSIT REQUIREMENTS

DIVISION 0, SECTIONS 1 – 14

SKAGIT TRANSIT REQUIREMENTS: DIVISION 0

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Advertisement Post Date: May 26, 2023 / Skagit Valley Herald

SECTION 1 BID ADVERTISEMENT

Notice is hereby given that sealed bids will be physically received by Skagit Transit until 09:59 a.m. PDT on Tuesday, June 20, 2023 and, immediately thereafter, will be opened in the Conference room at Skagit Transit Maintenance Operations and Administration office at 600 County Shop Lane Burlington, WA, and can be viewed via **Zoom (Meeting ID: 828 9836 9446 Passcode: 849552)** for the following project:

MARKETPLACE DRIVE BUS STOP, IFB 23-014

The Contract provides for the construction of a bus stop and concrete access ramp on Marketplace Drive in Burlington, Washington. The Work includes clearing and grubbing, grading, removal and installation of chain link fence, cement concrete pavement for bus shelter foundation and access ramp, landscaping, and temporary traffic control measures. The time limit for project completion is a total of 30 WORKING DAYS.

The Engineer's opinion of probable construction cost range is \$50,000 to \$60,000. Bids shall be submitted only on the forms provided in the Project Manual. All bids must include a Bid Bond made only on an Owner-provided form for a sum equal to 5% of the Total Bid Amount.

A non-mandatory Pre-Bid Meeting and site visit is scheduled for 10 AM on June 05, 2023 at the Skagit Transit Bus Stop on Marketplace Drive (behind Dicks Sporting Goods) in Burlington, WA 98233.

You can find the documents under www.Skagittransit.org under "about us, Procurement" and "Current Solicitations". Free-of-charge access to project Bid Documents will be provided to Prime Bidders, Subcontractors, and Vendors by going to Builders Exchange at www.bxwa.com and selecting "Posted Projects", "Public Works", and "Skagit Transit". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future Addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of Addenda and will need to periodically check the on-line plan room for Addenda issued on this Project. Contact Builders Exchange at 425-258-1303 for assistance with access or registration. It is the Bidder's responsibility to check for Addenda and other new documents online.

All questions, requests for information, and pre-bid material substitutions, must be submitted in writing on the Owner-provided form in the Project Manual and received by 10:00 am PDT on Tuesday, June 13, 2023 at: Skagit Transit, Attn: Jo-Ann Wynne, 600 County Shop Lane, Burlington, WA 98233; Fax# 360-757-8019 or e-mail: jwynne@SkagitTransit.org.

EQUAL OPPORTUNITY: It is Skagit Transit's policy to ensure full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from federally assisted programs of the Department of Transportation and in the award and administration of all contracts. Small and women or minority owned Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 are encouraged to submit bids.

END OF BID ADVERTISEMENT

SECTION 2 INSTRUCTIONS TO BIDDERS

- 2.1 **Definitions:** The term "IFB" is an abbreviation meaning Invitation For Bids
- 2.2 **Subcontracting:** Bidders must be equipped and staffed to perform the services herein or have agreements with qualified subcontractors to perform the work or services at the same standards agreed upon with Skagit Transit. The successful Bidder will be responsible and liable for all subcontracted work.
- 2.3 **Examination of Bid Documents:** Each Bidder shall thoroughly examine and be familiar with the Bid Documents. Submission of a bid shall constitute an acknowledgment upon which Skagit Transit may rely that the Bidder has thoroughly examined and is familiar with each part of the Bid Documents. The failure or neglect of a Bidder to receive or examine the Bid Documents, or any part thereof, shall in no way relieve it from the obligations with respect to its bid or to the Contract. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of any Bid Document.
Pre-Bid Meeting and Site Visit: A non-mandatory Pre-Bid Meeting and site **visit is scheduled for 10 AM on June 05, 2023 at the Skagit Transit Bus Stop on Marketplace Drive (behind Dicks Sporting Goods) in Burlington, WA 98233**
- 2.4 **Questions and Requests for Information:** All pre-bid inquiries, requests for information, clarification, and product or material substitutions during the solicitation period must be submitted in writing on only the Skagit Transit form provided in this Project Manual as Section 5, "*Request for Clarifications/Approved Alternates*" before **10:00 am PDT on Wednesday, June 13, 2023**. Send all inquiries to:

Skagit Transit
Attn: Jo-Ann Wynne
600 County Shop Lane, Burlington, WA 98233-9772
Fax: 360-757-8019 / E-mail: jwynne@SkagitTransit.org

Phone inquiries will not be accepted. Bidders who seek to obtain answers and information from other contacts or sources not listed above are advised that such material is used at the Bidder's own risk and such action may be cause for disqualification. Skagit Transit will not provide binding oral interpretations, explanations, or instructions as to the meaning or interpretation of the solicitation documents. If no substitutions are approved prior to bid, Bidders are required to bid and supply only specified products.

- 2.5 **Specifications:** All specifications in this solicitation are designed to enable a Bidder to satisfy a requirement for a product, material, process, or service per *WSDOT Standard Specifications for Road, Bridge, and Municipal Construction 2023*, as modified by special provisions. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting the actual needs of the procurement. Any Bidder believing a specification is unnecessarily restrictive must indicate as such on the Skagit Transit form provided in this Project Manual as Section 5, "*Request for Clarifications/Approved Alternates*" and submit in accordance to paragraph 2.5 above. The fact that a manufacturer or supplier chooses not to produce or supply equipment, supplies, or services to meet these Specifications will not be considered sufficient cause to adjudge these Specifications as restrictive. Bidders shall bid equipment, supplies and/or services, which they believe, comply with these Specifications. If the Bidder deviates from these Specifications, reasons must be stated for such deviation and state why, in their opinion, the equipment, supplies and/or services they bid will render equivalent reliability, coverage, performance and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire bid.
- 2.6 **Order of Precedence:** Any conflict or inconsistency in the Contract Documents shall be resolved by giving the documents precedence in the following order:
1. Signed Skagit Transit Contract/Agreement, including any Change Orders, any Special Forms.
 2. Addenda.
 3. Supplementary Conditions.
 4. WSDOT Amendments, if identified or referenced in the Contract Documents.
 5. Contract Special Provisions.

6. WSDOT Standard Specifications for Road, Bridge, and Municipal Construction 2023 – provisions in Division 1 shall take precedence over provisions of any other Division.
7. Drawings – in case of conflict with the Drawings, large scale drawings shall take precedence over small scale drawings.
8. Signed and Completed Bid/Proposal Form.
9. Instructions to Bidders, including Supplementaries.
10. Advertisement for Bids.

2.7 **Brand Names:** The use of any brand names, manufacturer, make or catalog number does not restrict the Bidder. Such use is to identify the standards of desired characteristics, quality and performance equivalence of the product on which bids are submitted. Skagit Transit reserves the right to decide whether or not proposed alternates are equivalent to the product described in the solicitation, of which decision shall be final. Any substitutions must, without exception, be manufactured of the same basic materials, meet or exceed all specification requirements of structural, functional, dimensional and appearance without deviation. Skagit Transit reserves the right to reject any and all substitutions.

2.8 **Addenda:**

- A) Skagit Transit's official response to pre-bid inquiries shall be a written Addendum sent to all Planholders. No Addenda will be issued for any request or inquiry submitted after the deadline for receiving bids. Any Addenda issued after the deadline for inquiry submittals will be at the sole discretion of Skagit Transit for information it deems absolutely necessary to inform Bidders.
- B) Bidders **MUST** indicate that they have received all issued Addenda on the Bid Form. Failure to acknowledge receipt of Addenda issued may invalidate a bid as non-responsive. Bidders shall ensure that they have received all Addenda by calling Skagit Transit's Contracts Administrator at 360-757-8801 or checking the appropriate website where the Bid Documents are posted.

2.9 **Bid Prices:**

- A) The resulting firm-fixed price Contract shall be bid based on unit or lump pricing for each Bid Item listed on the Bid Schedule section of the Bid Form. Prices shall be stated in US currency, omitting digits more than two places to the right of the decimal point (i.e. \$720.74), and shall include everything necessary for the prosecution and completion of the Work as detailed in the Bid Documents including, but not limited to:
 - 1) Washington State Retail Sales Tax/Use Tax (Per Tax "Rule 171");
 - 2) Washington State prevailing wage rates in effect on the Bid Due Date;
 - 3) All freight charges (FOB) to Marketplace Drive Construction Site Burlington, WA 98233; and
 - 4) All other government taxes, duties, fees, royalties, assessments and charges, except as may be stated otherwise herein. Skagit Transit is exempt from Federal Excise Tax.
- B) All costs for insurance, bonds and prevailing wage filing fees shall be incidental to and included in the Bid Price and no additional payment will be made by Skagit Transit, not even if the bond amount increases during the Contract Term.

2.10 **Bid Preparation:**

Section 1-02.6 of the Standard Specifications is deleted and replaced with the following: Skagit Transit IFB 23-014, Bid Preparation, section 2.11.

- A) By submitting a bid in response to this solicitation, Bidders agree to be bound by all legal requirements and contract terms and conditions contained herein. Failure to include any of the requested information and properly completed forms and documents may be cause for immediate rejection of the Bid as non-responsive. Bids must:
 - 1) Be made only on the Bid Form provided in this Project Manual;
 - 2) Contain only amounts and information requested;
 - 3) Contain no erasures, marked out items, alterations, stipulations, nor qualify the Bid in any manner;
 - 4) Be completed in full – mark spaces that do not apply with the initials "N/A" (Not Applicable);
 - 5) Be legible and entered in ink by hand or typed;

- 6) Be signed in longhand by the Bidder, or Bidder's authorized representative;
 - 7) Be executed in the company's legal name by either the president, vice-president, or other individual with the legal authority to commit the company to a contractual agreement;
 - 8) Include all other certifications and requested documents considered as part of the Bid;
 - 9) Be single-stapled in the upper left corner and free of any extraneous covers or binding;
 - 10) Be sealed in an envelope marked on the outside with the name of the Bidder, mailing address, and prominently "MARKETPLACE DRIVE BUS STOP IFB #23-014".
- B) Bids shall remain valid for sixty (60) calendar days from the Bid Due Date. Skagit Transit reserves the right to request extensions for bid effectiveness. All bids and submissions become the property of Skagit Transit.
- 2.11 **Collusion:** By signing a bid, the Bidder certifies that its bid is non-collusive and not made in the interest of any person not named, and that the Bidder has not induced or solicited others to submit a sham offer, or to refrain from proposing. If Skagit Transit determines that collusion has occurred among bidders, none of the bids of the participants in such collusion will be considered. Skagit Transit's determination shall be final.
- 2.12 **Bid Bond:** As assurance that the Bidder will, upon Skagit Transit's acceptance of the bid, execute such contractual documents as may be required within the time specified, each Bidder must submit with their bid a Bid Bond made only on the form provided in this Project Manual, and from a State-licensed Surety Company as surety, payable to Skagit Transit for a sum equivalent to five percent (5%) of the Total Bid Amount. A Power of Attorney must accompany the Bid Bond. Should the successful Bidder fail to execute the Contract and furnish the required Contract Bonds within a specified time, its Bid Bond shall be forfeited to Skagit Transit and award will proceed to the next lowest responsive and responsible Bidder. The Bidder failing to execute the Contract may also be removed from Skagit Transit's bid list for any future contracting opportunities.
- 2.13 **Bidder's Checklist:** Exclusive of any optional forms provided herein, the following documents MUST be completed, signed, and submitted as part of your Bid: 1) Section 6 – Bid Form; 2) Section 7 – Bidder's Affidavit; and 3) Section 9 – Bid Bond. Failure to provide any of the following may deem your Bid non-responsive and therefore invalid for consideration. All submissions become the property of Skagit Transit.
- 2.14 **Non-Submittal:** Skagit Transit would appreciate any potential Bidder determining not to submit a bid response to this solicitation, to complete and return the "No Bid Notice", Section 11. Please state the reason(s) why a bid could not be submitted at this time.
- 2.15 **DATES FOR BID SUBMITTAL – **PLEASE READ CAREFULLY****
- A) **Bid Submittal**
- All bids mailed, couriered or hand-delivered will be received only at the Skagit Transit Administrative office located at 600 County Shop Lane, Burlington, WA 98233 before 10:00 a.m. PDT on Tuesday, June 20, 2023. The Bidder accepts all risks of late delivery of mailed or couriered bids regardless of fault. Oral, telephonic, telegraphic, electronic, or faxed bids will not be accepted under any circumstance. Sealed bids will be physically received at the **Skagit Transit Maintenance, Operations and Administration office at 600 County Shop Lane Burlington, WA 98233 until 9:59 am PDT on Tuesday, June 20, 2023**, according to the atomic clock on the bid receiving table. Any bid submitted exactly on or after 10:00 a.m. PDT will be considered late, rejected as non-responsive and returned unopened to the Bidder. Immediately after the closing time for bids, all bids will be publicly opened, read aloud and recorded, irrespective of any irregularities or informalities in such bid. The apparent low bidder and the amount of their Total Bid Amount will be announced once all bids have been opened. The record of bids opened (Bid Opening Summary) will be made available for viewing at the Bid Opening and will be posted to the website(s) specified for all Bid Documents.
- 2.16 **Bid Modifications:** Bidders will not be allowed to alter bids after the bid submittal deadline. Submitted bids may only be changed if a written request is received by Skagit Transit *before* the bid submittal deadline. Such requests must be signed by an individual authorized to submit bids on behalf of the company. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid. Nothing in this section shall be construed to permit the Bidder to alter its bid after it has been submitted pursuant to the terms of this solicitation.

- 2.17 **Bid Withdrawal:** No Bidder may withdraw their bid after the bid submittal deadline unless Contract Award is delayed for a period exceeding sixty (60) calendar days following Bid Opening. Any bid not so timely withdrawn shall constitute an irrevocable offer for a period of sixty (60) days to provide Skagit Transit the goods and services described herein, or until one or more of the bids have been approved by Skagit Transit, whichever occurs first.
- 2.18 **Bid Extension or Cancellation:** Skagit Transit reserves the right to cancel this solicitation, or extend the bid submittal deadline or Bid Opening, by written Addendum, at any time *before* the specified deadline, or in the event only a single bid or no bids are received. If a Bidder pursues a protest or a request for reconsideration, its bid is deemed extended until Skagit Transit executes the Contract or until the protest or request for reconsideration is withdrawn by the Bidder.
- 2.19 **Errors and Administrative Corrections:** Skagit Transit will not be responsible for any errors in bids. Skagit Transit reserves the right to make mathematical corrections that are due to administrative or clerical typing errors, number transposition and incorrect calculations. Skagit Transit may waive these irregularities as immaterial. In the event of a discrepancy between the unit price and the extended amount, the unit price will govern. If figures are set forth in both words and numbers and there is a disparity, the words will take precedence over its numerical counterpart.
- 2.20 **Rejection and Consideration of Bids:** Skagit Transit, in its sole discretion, reserves the right to: Accept or reject any or all bids, portions or parts thereof; Waive minor bid errors, informalities, or immaterial irregularities when it is in Skagit Transit's best interest and does not result in displacement of a low bidder; Republish the call for bids; Revise or cancel the Work or require the Work to be done in another way; Decline award based on available funding for the Contract; and award in whole or in part to the lowest responsive and responsible Bidder as best serves the interest of Skagit Transit. In consideration for Skagit Transit's review and evaluation of its bid, the Bidder waives and releases any claims against Skagit Transit arising from any rejection of any or all bids, including any claim for costs incurred by Bidders in the preparation of bids submitted in response to this solicitation.
- 2.21 **Bidder Claiming Error Procedure:** If a Bidder realizes after Bid Opening that it has made a clerical, administrative or judgment error and wants to be relieved of its bid obligations, the Bidder must notify Skagit Transit in writing before 5:00 p.m. on the first business day after Bid Opening. The Bidder shall submit a notarized affidavit, or declaration under penalty of perjury, which is signed by the Bidder and includes a description of the nature of the error, a request to be relieved from the responsibilities of award, and is accompanied by the Bidder's original worksheets used in preparing the bid which demonstrate the error. If Skagit Transit determines the error allows relief from forfeiture of the Bid Bond, the Bidder will be relieved of any further responsibility and the Bid Bond will be returned. If Skagit Transit determines the error does not lawfully allow relief, then award may proceed and if the Bidder refuses to execute the Contract, the Bidder's Bid Bond shall be forfeited. Per RCW 39.04.107, the low Bidder claiming error will be prohibited from bidding on the same project if a second or subsequent call for bids is made for the project. Skagit Transit reserves the right to request any Bidder to withdraw an unbalanced bid.
- 2.22 **Tied Bids:** If two or more lowest responsive bids are exactly equal, then a tie-breaker will be determined with a draw. Only those Bidders who submitted a bid total that is exactly equal to the lowest responsive bid are eligible to participate. Two or more slips of paper will be marked with the names of the tied firms, folded, placed inside a box and shook up. One authorized representative of Skagit Transit shall draw one slip from the box and announce the name of the successful Bidder.
- 2.23 **One Bid Received Procedure:** If only a single responsive and responsible bid is received, Skagit Transit shall have the right, in its sole discretion, to extend the Bid Due Date for up to an additional sixty (60) days and/or to conduct a price or cost analysis on such single bid. The single Bidder shall promptly provide all cost and pricing data, documentation and explanation requested by Skagit Transit to assist in such analysis. By conducting such analysis, Skagit Transit shall not be obligated to accept the single bid and reserves the right to reject such bid or any portion thereof.
- 2.24 **Bid Evaluation:** Bids will be evaluated on the Total Bid Amount. Full responsive and responsibility reviews will be conducted after Bid Opening, therefore the apparent low Bidder at the time of Bid Opening may not necessarily be recommended for Contract Award if they are determined to be non-responsive or their bid is disqualified as being non-responsive. Skagit Transit reserves the right to request additional information from Bidders to further determine responsibility or to clarify items in a bid.
- 2.25 **Bidder Responsibility Criteria (Mandatory):**
- A) It is the intent of Skagit Transit to award the contract to the low responsive and responsible Bidder. Before award, the Bidder must meet the following mandatory bidder responsibility criteria stated in RCW

39.04.350(1) to be considered a responsible bidder qualified to be awarded a public works contract in Washington State. Failure of any Bidder to meet the responsibility criteria will automatically deem the Bidder not responsible and be just cause for rejection of the Bid.

- B) As assurance to Skagit Transit that the Bidder meets the criteria, Bidders must provide this information, as applicable, directly on the spaces provided on the Bid Form. Skagit Transit may require additional documentation from the Bidder demonstrating compliance with the criteria. Failure of a Bidder to respond to such a request for additional information or clarification may result in rejection of its bid. Bidder must:
- 1) Have a current certificate of registration as a contractor in compliance with Chapter 18.27 RCW, which must be in effect at the time of bid submittal;
 - 2) Have a current Washington Unified Business Identifier (UBI) number;
 - 3) If applicable:
 - (a) Have Industrial Insurance (Worker's Compensation) coverage for all of the Bidder's employees working in Washington, as required in Title 51 RCW;
 - (b) Have a Washington Employment Security Dept. number, as required in Title 50 RCW;
 - (c) Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.
 - 4) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

2.26 Supplemental Bidder Responsibility Criteria:

As evidence that the Bidder meets the mandatory and Supplemental Responsibility Criteria, **the apparent two lowest Bidders must submit to Skagit Transit by 12:00 p.m. (Noon) of the second business day following the bid submittal deadline,** written verification that the Bidder meets all of the mandatory and supplemental criteria together with supporting documentation, including but not limited to that detailed below which, in the sole judgment of Skagit Transit, demonstrates compliance with all mandatory and Supplemental Responsibility Criteria. Skagit Transit reserves the right to request such documentation from other bidders also. Complete the Documentation Statements provided in **Exhibit B**. Number all supporting documentation according to this section layout.

A. Delinquent State Taxes

1. **Criterion:** The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
2. **Documentation:** The Bidder shall not be listed on the Washington State Department of Revenue's "Delinquent Taxpayer List" website (for bidder assistance, the website is currently: <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx>), unless accompanied by a written payment plan approved by the Department of Revenue.

B. Federal Debarment

1. **Criterion:** The Bidder shall not currently be debarred or suspended by the Federal government.
2. **Documentation:** The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management (SAM)" database (currently: <http://www.sam.gov>).

C. Prevailing Wages+

1. **Criterion:** The Bidder shall not have a record of prevailing wage complaints or violations filed against it within five (5) years of the bid submittal deadline for this project that demonstrates a pattern of failing to pay workers prevailing wages, unless there are extenuating circumstances acceptable to Skagit Transit in its sole discretion.
2. **Documentation:** The Bidder shall submit a list of prevailing wage complaints or violations filed against it within the aforementioned time period, along with an explanation of each complaint or violation and how it was resolved. Skagit Transit shall evaluate these explanations and the resolution of each complaint to determine whether the violations demonstrate a pattern of failing to pay its workers prevailing wages as required. Skagit Transit reserves the right to investigate and evaluate complaints or violations filed within the time period specified that were not reported by the Bidder.

D. Claims Against Retainage and Bonds

1. **Criterion:** The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects during the previous three (3) years that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances acceptable to Skagit Transit in its sole discretion.
2. **Documentation:** The Bidder shall submit a list of the public works projects completed within the previous three (3) years and include for each project the following information:
 - Name of project;
 - The owner and contact information for the owner;
 - A list of claims filed against the retainage and/or payment bond for any of the projects listed; and
 - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

Skagit Transit reserves the right to contact other owners to validate the information provided by the Bidder and to conduct its own investigation into claims against the Bidder's retainage and payment bonds.

E. **Subcontractor Responsibility**

1. **Criterion:** The Bidder's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020 and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each subcontractor. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have a document of similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" subcontractors as defined by RCW 39.06.020.
2. **Documentation:** The Bidder shall submit a copy of its standard subcontract form for review by Skagit Transit and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

F. **Public Bidding Crime**

1. **Criterion:** The Bidder and its owners shall not have been convicted of a crime involving bidding on a public works contract within five (5) years from the bid submittal deadline for this project.
2. **Documentation:** The Bidder shall sign a Skagit Transit provided statement providing that the Bidder and its owners have not been convicted of a crime involving bidding on a public works contract within the aforementioned time period. If the Bidder has been convicted of such crime within this time frame, the Bidder will provide Skagit Transit a list showing the date of conviction, the offense convicted of, the punishment, and a brief statement of the facts underlying the condition. Skagit Transit reserves the right to use independent sources of information to demonstrate whether the Bidder is in compliance with this criterion.

G. **Termination for Cause / Termination for Default**

1. **Criterion:** The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this project, unless there are extenuating circumstances acceptable to Skagit Transit in its sole discretion.
2. **Documentation:** The Bidder shall sign a Skagit Transit provided statement providing that the Bidder has not had any public works contract terminated for cause or default by a government agency within the aforementioned time period. If the Bidder has had a public works contract terminated for cause or default by a government agency during this time frame, the Bidder will provide Skagit Transit a list of each contract terminated, the government agency terminating the contract, and the circumstances involving the termination. Skagit Transit reserves the right to use independent sources of information that may be available to demonstrate whether the Bidder complies with this criterion.

H. **Lawsuits**

1. **Criterion:** The Bidder shall not have lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the Bidder within five (5) years of the bid submittal deadline for this project that demonstrates a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances acceptable to Skagit Transit in its sole discretion.

2. **Documentation:** The Bidder shall submit a list of lawsuits or arbitrations with judgments entered against the Bidder within the aforementioned time period, along with a written explanation of the circumstances surrounding each such lawsuit or arbitration. Skagit Transit shall evaluate these explanations to determine whether the lawsuits or arbitrations demonstrate a pattern of failing to meet terms contracts. Skagit Transit reserves the right to investigate and evaluate lawsuits or arbitrations made against the Bidder within the time period specified that were not reported by the Bidder.
- I. **Appeals:** If Skagit Transit determines the Bidder does not meet the bidder responsibility criteria outlined herein and is therefore not a responsible bidder, Skagit Transit shall notify the Bidder in writing with the reasons for its determination. If the Bidder disagrees with Skagit Transit's determination, the Bidder will have one (1) business day from receiving the determination to appeal and present additional information to Skagit Transit. Skagit Transit will consider any such timely submitted additional information before issuing its final determination. If the Bidder disagrees with Skagit Transit's final determination, it may appeal that determination to the Board Chair of the Skagit Transit Board of Directors within one (1) business day of receiving Skagit Transit's final determination. If the Board of Directors affirms that the Bidder is not responsible, Skagit Transit will not execute a contract with any other Bidder until two (2) business days after the Bidder determined to be not responsible has received the final determination.
- J. **Request to Change Supplemental Criteria during Bidding**
1. Potential bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests ("Request") to Skagit Transit to modify the criteria. Such requests shall be made in writing, describe the nature of the concern(s), and propose specific modifications to the criteria that will make the criteria more relevant and/or less restrictive of competition. Bidders should submit such requests no later than five (5) business days prior to Bid Opening. Requests may be submitted via U.S. post mail, hand-delivered, or sent by electronic mail or fax within this timeline to:
- Mail/Delivery: Jo-Ann Wynne
Skagit Transit
600 County Shop Lane
Burlington, WA 98233
 - Fax: 360-757-8019 (Attn: Jo-Ann Wynne / Criteria Modification Request)
 - E-mail: jwynne@skagittransit.org
2. The Request must include the Bidder's name and address, the Project Number and Title, the applicable criteria the Bidder is seeking to modify, the justification for why the identified criteria should be modified, and how the Requestor would like the criteria modified. Requests either not addressed to the Contracts Administrator as indicated in Item 1 above, or requests received after the request submittal deadline, will not be considered.
3. Any changes to the Supplemental Bidder Criteria, as determined by Skagit Transit in its sole discretion, will be issued as an Addendum to the Bid Documents.
- 2.27 **Bid Results:** A list of all bid results ("Bid Tabulation") from responsive and responsible Bidders will be compiled by the Total Bid Amount and posted for public viewing to the same website(s) specified for posting of the Bid Documents. The Bid Tabulation is not an award notice.
- 2.28 **Award of Contract:** Only one Bidder will be selected for Contract Award. An Award Recommendation Notice, setting forth Skagit Transit's intent to recommend Contract Award to the lowest responsive and responsible Bidder, will be sent to all Bidders and posted on the website(s) specified for posting of the Bid Documents. The recommendation will be voted upon by the Skagit Transit Board of Directors in open public meeting on the date specified within the Notice. Upon receiving Board approval for award of the Contract, Skagit Transit will send a Final Notice of Contract Award to all Bidders and post it on the aforementioned website. Skagit Transit reserves the right to make award within sixty (60) calendar days from the Bid Due Date. Should award, in whole or part, be delayed beyond the period of sixty (60) days such award shall be conditioned upon Bidder's acceptance.
- 2.29 **Contract Execution:** Contractor must sign and return all requested documents to Skagit Transit within the time specified in Section 1-03.3 of the Special Provisions or Skagit Transit may utilize their right to cancel the award and go to the next lowest responsive and responsible Bidder. Bidder should already have preparations in place with their insurance agent and surety in order to expedite the required documents.

2.30 **Bids as Public Record:** Except to the extent permitted by Washington State public disclosure laws RCW Chapter 42.56, Skagit Transit will regard bids as public records which will be available for public inspection and/or copying following contract award, regardless of any markings or notices contained in the proposal documents. Information will not be released by Skagit Transit prior to contract award in order to protect the integrity of the procurement process, unless otherwise required by law. All bids will remain confidential until a contract is awarded and fully executed by all parties involved. If a Bidder considers portions of its Bid to be protected under Washington State law, the Bidder shall clearly identify and mark such portions as "CONFIDENTIAL" or "PROPRIETARY" and submit such portions in a sealed envelope, separate from the rest of the Bid. It is not usually reasonable or legally defensible to mark an entire bid as "confidential" or "proprietary". Marking the entire bid as such will not be honored and the bid may be rejected as non-responsive. Skagit Transit shall make bid submittal details available to the public after contract award except, to the extent consistent with RCW 42.56 those portions marked "Confidential" according to the above requirement. If a member of the public demands to review portions of a bid marked "Confidential", Skagit Transit will notify the affected Bidder prior to releasing such portions. The Bidder shall take such legal action as it may determine to be necessary to protect its interest. If the Bidder has not commenced such action within five (5) calendar days after receipt of the notice, Skagit Transit will make the requested portions available for review and copying by the public. The Bidder asserting that portions of its bid are legally protected shall bear all costs of defending such assertion, including reimbursing Skagit Transit for its administrative, expert and legal costs involved in defending itself in actions arising from such assertions by the Bidder. Skagit Transit assumes no responsibility or liability for any losses or damages which may result from the information contained in the Bid. By submitting a bid, the Bidder has thereby agreed to the provision of this sub-section.

2.31 **Bid Protests:**

- A) **Right to Protest:** Any actual or prospective Bidder who is aggrieved in connection with the solicitation or award of a contract due to a matter of law or procedural flaw may file a written Notice of Protest with Skagit Transit's Executive Director, or designee, no less than seven (7) calendar days *prior to* the closing date for bids or proposals. The written protest must address which law or procedure was not followed or violated, how it has affected the aggrieved, and a description of the relief or corrective action desired. If the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to the closing date for bids or proposals, the protest shall be submitted within seven (7) calendar days after such aggrieved person knows or could have known of the facts giving rise thereto. Submittal shall refer to the date of receipt by Skagit Transit.
- B) All communications with the parties involved, including Skagit Transit staff or Board members, concerning a protest shall be in writing as provided herein and will be open for public inspection. Skagit Transit shall be responsible for compiling and maintaining the written protest record. Protesting parties should contact Skagit Transit's Contracts Administrator to obtain the exact date of the Board of Director's award.
- C) **Protest Procedure:** Upon timely submittal of a Notice of Protest, the protest shall be handled as follows:
 - 1) A meeting will be called within five (5) working days from receipt of the protest that will include representatives from Skagit Transit and the Protestor to discuss the issue(s) related to the protest. The meeting may be conducted by telephone conference.
 - 2) The Chief Executive Director, or designee, shall make a decision of the protest within seven (7) working days of the final meeting and shall notify the Protestor of the decision in writing by regular mail. The decision of the Chief Executive Director, or designee, shall be final unless appealed as provided herein. The final determination of the protest shall either: 1) Find the protest lacking in merit and uphold Skagit Transit's action; or 2) Find only technical or harmless errors in Skagit Transit's acquisition process and determine Skagit Transit to be in substantial compliance and therefore reject the protest; or 3) Find merit in the protest and provide Skagit Transit options for correction including correcting the errors and re-evaluating the bids, and/or reissuing the solicitation to being a new process; or make other findings and determine other courses of action as appropriate.
 - 3) The Chief Executive Director, or designee, may extend the limits of time outlined herein at his/her sole discretion.
 - 4) A request for reconsideration may be allowed if data becomes available that was not previously known, or there has been an error of law or regulation.
 - 5) If the Protestor is not satisfied with the solution of the Chief Executive Director, or designee, a written appeal may be filed with the Board of Directors. Appeals to the Board of Directors filed more than seven (7) calendar days following the receipt of the Executive Director, or designee's, written determination will not be accepted.

- D) **Validity of a Protest:** Bidders are advised that to be considered a valid protest, subject matter can only address issues associated with the Procurement Action, as defined below. Accordingly, the protest cannot be associated with, or challenge the recommendations of, Skagit Transit personnel or its Evaluation Committee. In other words, a protest can be put forth that Skagit Transit staff did not follow their own policies or procedures that govern a Procurement Action and, accordingly, a Bidder was unfairly treated. The protest cannot challenge Skagit Transit personnel or the Evaluation Committee's recommendation of a potentially successful Bidder.
- E) **Procurement Action:** Meaning specific procurement steps, such as setting the calendar of events, producing the solicitation document, advertising the proposal in a legal paper of record, maintaining a vendor bid list or Planholders' list, responding to all inquiries received in the specified manner by the appropriate time and date, issuing Addenda straightforwardly to all Bidders, enforcing closing time and date, providing proctoring services to the Project Manager and Evaluation Committee, setting criteria weights, conducting interview process with top-scoring Bidders (if applicable), assembling an Evaluation Committee, issuing award/non-award letters, and maintaining a written record of the procurement.
- F) **Procurement Standards:** The procurement standards and requirements of Skagit Transit's Procurement Policy are consistent with the requirements of Federal Transit Administration (FTA) "Third Party Contracting Guidelines", FTA Circular 4220.1F. As part of this Procurement Policy, the Chief Executive Director is hereby authorized to follow or implement the "Third Party Contracting Guidelines", supplemented by the "Best Practices and Procurement Manual (BPPM)", or any amendments or changes thereto as shall be deemed necessary and appropriate by the Chief Executive Director.
- G) **Appeals:** A Protester may appeal the Executive Director, or designee's, decision to the Skagit Transit Board of Directors by submitting a written Notice of Appeal to the Board Chairperson within seven (7) calendar days of receipt of the Executive Director, or designee's, decision which shall be deemed received within three (3) days, exclusive of Sundays and holidays, of the date of posting of the decision or sooner in the event of actual receipt of personal service or fax confirmation. The appeal shall be based solely upon the record before the Executive Director, or designee. Appeals filed outside of this window of opportunity will not be accepted. A three-member committee of the Skagit Transit Board, as appointed by the Board Chairperson, shall decide the appeal. The Protestor must submit their written argument to the Committee. The Committee may affirm or reverse the decision of the Executive Director, or designee, or affirm or reverse the decision in part. The decision of the Committee shall be final. Failure of the Protester to submit a written Notice of Appeal in accordance with the timelines specified herein shall preclude all further appeal of the decision of the Executive Director, or designee.
- H) **Stay of Procurement During Protests:** In the event of a timely protest, Skagit Transit shall not proceed further with the solicitation or award of the Contract until all administrative and judicial remedies have been exhausted, or until the Board of Directors makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of Skagit Transit.
- I) **Entitlement of Costs:** In addition to any other relief, when a protest is sustained and the protesting respondent should have been awarded the contract under the solicitation, but is not, then the incurred costs in connection with the solicitation, including bid preparation costs, but other than attorney's fees, shall be paid by Skagit Transit.

Failure of the Protestor to submit a written Notice of Protest in accordance with the specified timelines contained herein shall constitute a waiver of all right to protest.

END OF SECTION 2

SECTION 3 GENERAL PROVISIONS

The following Skagit Transit General Provisions are complementary to the Special Provisions and to the terms and conditions of the subsequent Contract to be executed between the Parties. Any provision of law, rule, or regulation that is required to be included in this Contract will be read as if in this Contract whether or not physically included.

3.1 CONTRACT DOCUMENTS

- A) The Contract Documents are intended to be complementary and prescribe and provide for a complete Work. Contractor shall furnish all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all Work for the items included in the Bid Schedule. Compensation for the cost of furnishing the foregoing and for full performance of the Work in full conformance with the Contract Documents is included in the Contract Amount.
- B) The Contract represents the entire and integrated agreement between Skagit Transit and the Contractor and sets forth the rights and responsibilities of the parties in accordance with the laws of the State of Washington. Each Contract Document is an essential part of the Contract and a requirement present in one Contract Document is binding as though it was present in all. Anything mentioned in the Specifications and not shown in the Plans, or shown in the Plans and not mentioned in the Specifications, shall be of like effect as shown or mentioned in both. Any Work, materials or equipment that has not been specifically included in the Contract Documents but which is reasonably required to produce the intended result shall be provided by the Contractor as though it had been specifically included.
- C) Plan Drawings indicate only such details as are necessary to give a comprehensive idea of the Work. The Project Manager, or Engineer, may furnish the Contractor with such additional drawings and clarifications, consistent with the purpose and intent of the Contract Documents, as deemed necessary to detail and illustrate such Work. Contractor shall conform its Work to such drawings and explanations. The furnishing of such additional drawings or clarifications shall not entitle the Contractor to an increase in the Contract Time or Contract Amount.
- D) Specifications shall follow *WSDOT Standard Specifications for Road, Bridge, and Municipal Construction 2023*, as modified by the Special Provisions
- E) Conditions or Work not covered by Specifications may be described in other Contract Documents and shall be performed by the Contractor in accordance therewith and in accordance with the Specifications insofar as applicable. Work required by the Contract Documents for which a separate price is not provided in the Contract Documents shall nevertheless be considered as a part of the Work and all costs of the same are deemed to be included in the Contract Amount.
- F) In the event of a conflict between the Contract Documents and applicable laws, codes, ordinances, regulations or orders of governmental authorities having jurisdiction over the Work or any portion thereof, or in the event of any conflict between such applicable laws, codes, ordinances, regulations or orders, the most stringent requirements shall govern and be considered as a part of this Contract in order to afford Skagit Transit the maximum benefits thereof.
- G) The organization of the Specifications and arrangement of Plans shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of the Work to be performed by any trade. Skagit Transit assumes no responsibility to act as arbiter in the division and proper coordination of the Work between particular subcontractors or workers.

3.2 SKAGIT TRANSIT – GENERAL RESPONSIBILITIES

- A) Skagit Transit, as Owner, shall designate a representative (“Engineer”) from the Architectural and Engineering (A/E) team who shall be responsible for coordination of communications between the Parties and shall act as a central point of contact for Skagit Transit. Skagit Transit shall issue all instructions to the Contractor through the Engineer.
- B) The Engineer shall review and determine that the goals, objectives and scope of this Contract are being met, as well as determining that the Schedule, budget and funding limitation of this Contract are satisfied. The Engineer will coordinate the input and work of various governmental agency or department staff, consultants, and contractors as it relates to the Scope of Work of this Contract.
- C) The Engineer will review all working drawings, product data, samples or other submittals necessary to determine conformity to the Project scope, design concept and the information provided in the Contract Documents. Neither the Engineer’s review nor approval thereof shall in any way relieve the Contractor from

its full responsibility for errors and omissions in the submittals or its obligations under this Contract; nor constitute acceptance by the Engineer of the correctness or adequacy of such submittals; nor constitute a representation or warranty by the Engineer that the Record Drawings will satisfy the requirements of the Contract. The Engineer will not review submittals that depend for their review on other submittals not yet submitted, that are not required by the Contract Documents, or that are not submitted by the Contractor.

- D) The Engineer will perform site visits and related paper work. The Engineer will promptly observe tests, inspections or approvals required by the Contract Documents and where practicable. The presence of the Engineer, or other Skagit Transit representative, during the progress of any construction does not relieve the Contractor from responsibility for defects in the Work nor does it bind Skagit Transit in determining Final Completion of the Work.
- E) Skagit Transit and the Engineer have the authority, but not the obligation, to reject Work that is defective or does not otherwise appear to conform to the Contract Documents. The Engineer may call to the attention of the Contractor work done or materials furnished which, at any time, is found defective or not in conformance to the Contract Documents; however, the failure of the Engineer to so inform the Contractor shall not constitute approval or acceptance of such defective or non-conforming Work. All defective or non-conforming Work shall be repaired or replaced, as directed by the Engineer, at the Contractor's risk and expense and shall furnish no basis for an increase in the Contract Amount or Contract Time, even though the Engineer fails to reject such Work or material. The right of Skagit Transit, or the Engineer, to reject Work shall not create a duty on the part of Skagit Transit to exercise this right for the benefit of the Contractor or any other person or entity.
- F) Nothing in this Section or elsewhere in the Contract Documents shall be construed as requiring Skagit Transit and the Engineer, or other representative of Skagit Transit, to: 1) direct or advise the Contractor as to the method or manner of performing the Work or for safety precautions or programs incidental thereto, these being the sole responsibility of the Contractor; and 2) be responsible for the acts or omissions of the Contractor, subcontractors, lower tier subcontractors, suppliers, or any of their agents, employees, or any other persons performing a portion of the Work. No approval or advice given by Skagit Transit, or its representatives, as to the method or manner of performing the Work or procuring materials to be furnished shall constitute a representation or warranty by Skagit Transit that the result of such method or manner will conform to the Contract Documents or achieve the desired results. Such approval or advice shall neither relieve the Contractor of any of its obligations under the Contract nor create any liability to Skagit Transit, or its representatives, on account of approval or advice.
- G) The Engineer, in consultation with the Skagit Transit Project Manager, will make decisions on all claims or requests for interpretation submitted by the Contractor, and all of the decisions are final.
- H) Skagit Transit and the Engineer shall, at all times, have access to the Work whenever the Work is in preparation or progress. Skagit Transit reserves the right to perform additional work or conduct Skagit Transit operations on or near the site of the Project. Should such other or additional work or Skagit Transit operations be either underway or subsequently undertaken at or near the Project, the Contractor shall coordinate its activities with those of all other work forces and conduct its activities to avoid or minimize any conflict between the operations of the Contractor and those persons performing the other or additional work or operations. Such use or occupancy by Skagit Transit or its assignees shall not constitute completion or acceptance of the Work or any part thereof.
- I) Neither the Skagit Transit Board of Directors, nor Chief Executive Director, or any other officer, employee, or agent of Skagit Transit acting within the scope of their employment, shall be personally liable to the Contractor for any of their acts or omissions arising out of the Project. Skagit Transit reserves the right to perform construction operations with their own forces or to award other contracts in connection with the other portions of the Project or other work on the site under these or similar conditions of the Contract.
- J) The post-award administration of the contract file documentation will be the responsibility of Skagit Transit to ensure compliance with the terms of the Contract and grant reporting requirements.

3.3 CONTRACTOR – GENERAL RESPONSIBILITIES

- A) Unless otherwise specifically noted, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation, and other facilities and services necessary for the proper execution of the Work to completion, whether the same are temporary or permanent and whether or not incorporated or to be incorporated into the Work. Contractor shall pay all sales, consumer, use and other similar taxes and pay for all fees, duties, and royalties required by law and shall file all notices, secure all permits, and licenses necessary for the execution of the Work.

- B) Contractor shall be solely responsible for, and shall have full control and charge of, all construction means, methods, safety precautions, techniques, sequences, and procedures for performing, scheduling and coordinating all portions of the Work under the Contract in a proper fashion and in strict compliance with all applicable codes, rules, regulations and laws. In the event of conflicting requirements between applicable codes, rules, regulations and laws, Contractor shall comply with those codes, rules, regulations and laws which require the highest standard of construction quality and workmanship.
- C) Contractor shall carefully study and compare the Contract Document sections with each other, and with any other information furnished by Skagit Transit, and shall at once report to the Engineer any error, inconsistency, omission, or variance from applicable laws, statutes, codes, ordinances, or regulations which is discovered. If Contractor performs any construction activity without carefully studying and comparing the Contract Documents, or fails to promptly report the discovery of any error, inconsistency, omission or variance in the Contract Documents, then Contractor shall assume full responsibility therefore and shall bear all costs, liabilities and damages attributable for corrections of such error, inconsistency, omission, or variance. Omissions from the Specifications, or miss-described details of the Work which are manifestly necessary to carry out the intent of the Specifications or which are customarily performed, shall not relieve Contractor from performing such omitted or miss-described details of work, but they shall be performed as if fully and correctly set forth and described in the Specifications.
- D) Contractor is responsible to field measure existing site conditions and verify casework pieces will accurately fit within the parameters as indicated on the Drawings.
- E) Contractor shall be responsible for inspection of portions of the Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent work. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by Contractor and promptly delivered to the Engineer.
- F) Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and for the execution of their work or business. Contractor shall properly coordinate this Work with that of Skagit Transit or other contractors.

3.4 SUB-AGREEMENTS

- A) Contractor shall, in all its subcontract agreements, ensure that all subcontractors are bound to the Contractor in the same manner that the Contractor is bound to Skagit Transit, in strict accordance with all terms and conditions of the Contract Documents. Copies of any or all subcontractor agreements shall be furnished to Skagit Transit at the beginning of the Project. Contractor shall also ensure that all sub-contracts include the "Subcontractor Bidder Responsibility Criteria" set forth in Item 3.5 below.
- B) Nothing contained herein; however, shall be interpreted as creating a contractual relationship between Skagit Transit and any subcontractor. Contractor is for all purposes an independent contractor and not an employee or agent of Skagit Transit.
- C) Sub-contractors List: Skagit Transit will request complete information for approval of each subcontractor after Contract Award.

3.5 SUBCONTRACTOR BIDDER RESPONSIBILITY CRITERIA

- A) RCW 39.06.020 requires public works contractors and subcontractors to verify that any subcontractors they directly hire meet the responsibility criteria for the project at the time of subcontract execution. In addition to verifying the mandatory bidder responsibility criteria listed above from RCW 39.04.350(1), the contractor or subcontractor must also verify that a subcontractor possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.
- B) Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The verification requirements and responsibility criteria must be included in every public works subcontract, regardless of tier. Contractor shall certify that this verification is complete prior to Contract execution and, upon request of Skagit Transit, shall promptly provide documentation demonstrating that the subcontractor meets the subcontractor responsibility criteria below.
- C) At the time of subcontract execution, Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

- 1) Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
- 2) Have a current Washington Unified Business Identifier (UBI) number;
- 3) If applicable, have:
 - (a) Industrial Insurance (Worker's Compensation) coverage for the subcontractor's employees working in Washington State, as required in Title 51 RCW;
 - (b) A Washington Employment Security Dept. number, as required in Title 50 RCW;
 - (c) A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - (d) An electrical contractor license, if required by chapter 19.28 RCW;
 - (e) An elevator contractor license, if required by chapter 70.87 RCW.
- 4) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

3.6 PROTECTION OF EXISTING PROPERTY

Contractor shall protect from damage all existing structures, curbs, sidewalks, equipment, improvements, utilities, trees, and vegetation located at or near the work site which are not considered part of the Work to be performed under the Contract. Damages or losses that may occur shall be the responsibility of the Contractor, except those caused by the acts or omissions of Skagit Transit. Contractor shall promptly repair, at no cost to Skagit Transit, any such damage resulting from failure to comply with the requirements of the Contract or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Skagit Transit may have the necessary work performed and deduct or charge the cost back to the Contractor. Prior to beginning the Work, Contractor shall give proper notification, as required by RCW 19.122.030, to the agencies that have utilities in place and shall cooperate with these agencies in the protection and relocation of underground utilities, facilities and structures.

3.7 SAFETY STANDARDS

Contractor agrees to comply with all federal, State and local laws, ordinances, and regulations, as may be amended, which might affect those engaged in the contract work. Industry standards and applicable laws and regulations of authorities having jurisdiction include, but are not limited to, the following: Washington Industry Safety and Health Act of 1973 (WISHA); Federal Occupational Safety and Health Acts of 1970 (OSHA); WA State Department of Labor & Industries – Title 296 WAC; Utility company regulations; the National Electric Code (NEC); the National Fire Protection Association (NFPA) Standards; Environmental Protection regulations; etc. It shall be the Contractor's responsibility to comply with "Safety and Health Regulations for Construction", Volume 36, No. 75, Part II of the Federal Register by the U.S. Department of Labor.

3.8 SPECIAL REPORTS

When an event of an unusual and significant nature occurs at the site, including an accident where personal injury or property loss is sustained, or where the event posed a significant threat of loss or personal injury, Contractor shall prepare and submit a special report which shall list: chain of events, persons participating, response/action by Contractor's personnel, and evaluation of the results or effects and similar pertinent information. Submit special reports directly to the Skagit Transit Project Manager within one (1) day of an occurrence. Submit a copy of the report to the Engineer and other entities that are affected by the occurrence.

3.9 WORKING DRAWINGS, PRODUCT DATA, SAMPLES AND OTHER SUBMITTALS

- A) Contractor shall, with reasonable promptness, review, stamp with its approval, and submit all working drawings, product data, samples, and other items required by the Contract Documents, to the Engineer for concurrence that the submittals conform to the design concept and the information given in the Contract Documents. By submitting such documents, Contractor represents that it has determined and verified all materials, field measurements, and related field construction criteria are in accordance with the Contract Documents, and that the Contractor has checked and coordinated the information contained with the submittal for accuracy and completeness, and with the requirements of the Work and the Contract Documents. The costs incurred by Skagit Transit to review resubmitted working drawings, product data, and samples may be offset from any monies due the Contractor when the Contractor has failed to comply with this paragraph.
- B) Any Work delayed by reason of a properly rejected submittal is deemed to be entirely the Contractor's risk, and shall not be the basis for a claim by the Contractor for additional compensation or an extension of Contract Time. When resubmitting a submittal, Contractor shall direct specific attention, in writing or on the

re-submittal itself, to all revisions it has made. Drawings marked "subject to change" or the like will not be reviewed. Skagit Transit is not required to review submittals that depend for their review on other submittals not yet submitted.

- C) No portion of the Work requiring submittal of a working drawing, product data, or sample shall be commenced until the submittal has final approval by Skagit Transit. All portions of the Work involving submittals shall be performed in accordance with the approved submittals.

3.10 RECORD DOCUMENTS

Section 3.10 Record Documents is supplemented with Special Provisions, Division 1, Section 1-05.18.

When requested, or upon completion of the Work, Contractor shall furnish Skagit Transit with Record Drawings and Specifications certified by an Engineer showing all deviations from the original (at the time of bid submittal) Contract Documents. Drawings and Specifications shall show actual dimensions, locations, approved changes, options and alternates made during construction. Include type of equipment, make, model, serial number, and acquisition cost of installed capital equipment or other fixed assets. The Engineer may use Record Drawings to verify the appropriate progress payment.

3.11 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A) Contractor shall be fully responsible to Skagit Transit for the acts, errors and omissions of all its employees, agents, subcontractors, lower tier subcontractors, suppliers, and their agents and employees, and all other persons who are to perform any of the Contract Work. All Work shall be performed under the supervision and direction of competent and skilled personnel experienced in the tasks being performed.
- B) Contractor shall at all times enforce strict discipline and good order among all workers on the Project and shall not employ on the Work any unfit person or anyone not skilled in the task assigned. Incompetent, careless, or negligent workers shall be immediately removed from the performance of the Work by the Contractor or at the express direction of Skagit Transit.
- C) Contractor shall employ a General Superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work and shall supervise and direct the Work as per industry standard. The General Superintendent shall be the Contractor's representative and shall have authority to act on behalf of and bind the Contractor with respect to this Contract, except that the Contractor may indicate in writing limits on the authority of the superintendent. Communications or notices directed or given to the General Superintendent shall be as binding as if given to the Contractor. The General Superintendent shall not be replaced without prior written notice to Skagit Transit.
- D) Within ten (10) calendar days of a written Notice To Proceed, Contractor shall submit to Skagit Transit a listing of its principal staff assignments, consultants and subcontractors; naming persons and listing their telephone numbers.

3.12 GENERAL GUARANTEE AND WARRANTIES

- A) Contractor warrants to Skagit Transit that all goods, materials and equipment furnished under this Contract will be of highest quality and new, unless otherwise specified by Skagit Transit; free from liens, faults and defects and in conformance with the Contract Documents. All such materials and equipment shall be applied, installed, connected, erected, used, cleaned, maintained and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, unless specifically provided otherwise in the Contract Documents. Upon the request of Skagit Transit, Contractor shall furnish satisfactory evidence as to the kind, quality, and manufacturer of materials and equipment.
- B) Contractor warrants to Skagit Transit that all Work furnished will be of first quality and the workmanship will be the best obtainable in the various trades. The Work will be safe, substantial and durable construction in all respects; free from defective materials and faulty workmanship, and in conformance with the Contract Documents and the best construction practices acceptable. These provisions apply to Work done by subcontractors and direct employees of the Contractor.
- C) Contractor warrants that all parts of the Work shall remain in perfect working order and condition for a minimum period of one (1) year after Final Acceptance by Skagit Transit. All Work not conforming to these standards during the construction period, the warranty period, or within such longer period of time as may be prescribed by law, or by the terms of any other applicable warranty period specified or required by the Contract Documents, shall be immediately remedied at the Contractor's sole expense. The warranty

provided under this paragraph shall be in addition to any other express or implied warranties for particular equipment or work items indicated in the Contract Documents, and in addition to other rights or remedies available to Skagit Transit under this Contract or at law. No provision in this Article shall be construed to limit the liability of the Contractor for work not performed in accordance with the Contract. The liability for such failure to perform shall extend as far as the appropriate periods of limitation provided by law. Acceptance of any service and inspection incidental thereto by Skagit Transit shall not alter or affect the obligations of Contractor or the rights of Skagit Transit. Any defects shall be immediately remedied by the Contractor.

- D) Upon completion of the Work, Contractor shall furnish to Skagit Transit any guaranty or warranty furnished as a normal trade practice in connection with the Contractor's purchase of any equipment or materials; provided such guaranty or warranty shall be in addition to those specific requirements for particular equipment or Work items indicated elsewhere in the Contract Documents. Contractor will maintain copies of all warranty information and shall cooperate with Skagit Transit to immediately facilitate any warranty related work to satisfactorily repair the condition, correct the defect, error, or non-conformity at Contractor's sole expense.
- E) All extended warranties provided by a manufacturer or vendor must be passed on to Skagit Transit, without exception. Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to Skagit Transit by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors and subcontractors. Such inconsistency or difference will not excuse Contractor's full compliance with its obligations under this Contract. Required repairs not covered by the Manufacturer's Warranty because of the Contractor's deviation of the methods will be made by the Contractor at no expense to Skagit Transit. If Contractor charges Skagit Transit for a replacement part that the Contractor actually received at no cost under a warranty, Contractor will rebate Skagit Transit the amount billed.
- F) If the Contractor performs Work at the job site under these warranty provisions, Contractor shall furnish insurance coverage therefore as specified in the Contract Documents. Prior to beginning such Work, Contractor shall furnish certification of insurance satisfactory to Skagit Transit.
- G) Contractor further warrants that no violation of any federal, State or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods.
- H) Contractor's warranty responsibilities shall survive delivery, inspection, acceptance of the goods or services, and contract termination. Neither Final Acceptance, or partial or entire use or occupancy of the Work (Substantial Completion), by Skagit Transit shall constitute an acceptance of Work not done in accordance with the Contract or relieve the Contractor of liability in respect to any expressed warranties or responsibility for faulty materials and workmanship.
- I) Warranties shall not apply to work or materials that have been abused or neglected by Skagit Transit. Abuse means damage or degradation resulting from accidents, deliberate actions or omissions other than normal wear and tear of the user. The Skagit Transit Project Manager, or designee, will be the final arbitrator for issues involving abuse versus normal wear and tear.

3.13 **PREVAILING WAGE REQUIREMENTS**

- A) Prevailing wages shall be paid at the State of Washington prevailing wage rate.. Washington State prevailing wage rates are included in **Exhibit A** and also can be looked up at <https://www.lni.wa.gov/>
- B) **Washington State Prevailing Wages:** Pursuant to RCW 39.12, no worker, laborer, or mechanic, employed in the performance of any part of this contract shall be paid less than the 'prevailing rate of wage' (in effect at the date the bids are due) as determined by the Washington State Industrial Statistician of the Department of Labor and Industries. May be found at the website address of the Department of Labor and Industries: [Journey Level Rates for Public Works Contracts \(wa.gov\)](https://www.lni.wa.gov/) . Skagit Transit does not imply or warrant that the Contractor will find labor available at those rates.
- C) **Wage Determinations:** It is the Contractor's sole responsibility to determine the category of prevailing wages it will have to pay. If more than one category of work is applicable to the Project, Contractor shall list them on the "*Statement of Intent to Pay Prevailing Wages*". If the Contractor is employing labor in a class not listed on the State schedule, Contractor shall immediately contact the Industrial Statistician of the Washington State Department of Labor and Industries to determine the correct wage rate for that class and locality. The Statistician's decision shall be final, conclusive and binding on all parties.

- D) **Intents and Affidavits:** No payment will be made on this Contract until the Contractor and each and every subcontractor, regardless of tier, has submitted to Skagit Transit a "*Statement of Intent to Pay Prevailing Wages*" that has been approved by the Industrial Statistician of the Washington State Department of Labor and Industries (L&I). No release of retainage will be made until the Contractor and each and every subcontractor has submitted to Skagit Transit an "*Affidavit of Wages Paid*" that has been approved by L&I's Industrial Statistician. A receipt from L&I for filing these required prevailing wage documents is not an approval.
- E) **Filing Requirements:** Skagit Transit recommends that Intent and Affidavit forms be submitted electronically with Labor and Industries to expedite verification of submittal; however, Skagit Transit will accept copies of approved forms submitted through paper procedures. In compliance with WAC 296-127, Contractor agrees to pay L&I the appropriate processing fee for each Intent and Affidavit submitted to that Department for certification. All costs associated with such fees shall be included in the Bid Price as part of the fixed costs of overhead for this Contract, including any anticipated sub-contractor filing fees. Any change in the fee by L&I will not be grounds for revision in the Contract Amount.
- F) **Posting of Notices:** Contractor shall post the applicable prevailing wage rates in a location readily visible to workers at the job site, or as allowed by RCW 39.12.020, and shall include:
- 1) Contractor's registration certificate number;
 - 2) The prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020; and
 - 3) The estimated number of workers in each classification.

3.14 **CONTRACT BONDS**

This section is supplemented with Special Provisions, Division 1, Section 1-03.4

- A) In the event the surety becomes unacceptable to Skagit Transit during the course of the Contract Work, or Skagit Transit deems the surety or sureties to be inadequate, it may, upon written request and at the Contractor's cost and expense, require the Contractor to furnish bonds from another surety to cover any remaining Work. Until the added surety is furnished, payments on the Contract will stop.
- B) **Payment Bond:** The penal amount of the Payment Bond shall be for one hundred percent (100%) of the total Contract Amount, including all Change Orders and sales tax, conditioned upon the Contractor's payment of all subcontractors and suppliers, taxes imposed under Title 82 RCW.
- C) **Performance Bond:** The penal amount of the Performance Bond shall be for one hundred percent (100%) of the total Contract Amount, including all Change Orders and sales tax, conditioned upon the Contractor faithfully performing all of its obligations under this Contract within the time prescribed therein.
- D) Skagit Transit may require additional bond protection if the Contract Amount is increased. The increase in protection shall equal one-hundred percent (100%) of the increase in Contract price. Skagit Transit may secure additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

3.15 **RETAINAGE**

- A) For each payment made to the Contractor, an amount equal to five percent (5%) of the total pre-taxed amount earned by the Contractor shall be retained, including any additions or deletions by Change Order. Such amounts shall be withheld by Skagit Transit for forty-five (45) days following the date of Final Acceptance or until any liens filed under RCW 60.28 are settled, whichever is later.
- B) **Options for Withholding:** In accordance with RCW 60.28.011, Contractor shall inform Skagit Transit as to how monies may be retained by Skagit Transit by selecting one of the following options on Skagit Transit's "*Declaration of Option For Management of Statutory Retainage*" form: 1) Deposited in a non-interest bearing account; 2) Deposited in an interest-bearing account in a bank, mutual savings bank or savings and loan association; or 3) Placed in escrow with a bank or trust company.
- C) **Optional Retainage Bond:** Contractor may furnish Skagit Transit, at Contractor's cost and at Skagit Transit's option, a retainage bond of five percent (5%) of the Contract amount to be held in lieu of actual retainage. The bond shall be issued by a corporate surety acceptable to Skagit Transit and licensed to do business in the State of Washington. In the event the surety becomes unacceptable to Skagit Transit during the course of construction, Contractor shall, upon Skagit Transit's written request and at Contractor's sole cost and expenses, obtain a retainage bond from another surety acceptable to Skagit Transit.

3.16 PAYMENT

This section is supplemented with Special Provisions, Division 1, Section 1-09.9

- A) Total payment shall not exceed the Contract Amount unless authorized herein by a written Change Order. Excluding retainage, and providing an L&I approved "*Statement of Intent to Pay Prevailing Wages*" for the Contractor and every sub-contractor has been received by Skagit Transit, payment shall be made within thirty (30) days after Skagit Transit's acceptance and approval of a properly executed invoice for work completed. Incorrect invoices will be subject to rejection or correction. Pre-payments are not permitted.
- B) **Payment Requests:** Payment requests, including schedules, for the preceding month shall be submitted by the Contractor to the Engineer for review and certified approval prior to Skagit Transit making any payment to Contractor. Any subsequent changes shall be submitted at least twenty (20) days before the applicable request for payment using the agreed schedules. After the Engineer reviews the Contractor's pay request, a Certificate for Payment will be issued to Skagit Transit to make payment within thirty (30) days of approving the invoice. Upon request of a subcontractor, the Engineer will furnish, if practicable, information regarding percentages of completion or amounts applied for by Contractor and action taken thereon by the Engineer and Skagit Transit on account of portions of the Work done by such subcontractor.
- C) **Progress Payments:** Skagit Transit shall make monthly progress payments for Work performed by the Contractor. Progress payments will be based upon an agreed upon Schedule of Values, schedule of payments, critical milestones and any performance metrics. A breakdown of the Contract Amount shall be provided in enough detail to facilitate continued evaluation of applications for payment and progress reports. Payments will be reduced by five percent (5%) for retainage; Contractor invoices will reflect the retainage reduction.
- D) **Prompt Payment of Subcontractors:** Contractor shall ensure that all subcontractors and suppliers under this Contract are promptly paid to the fullest extent required by RCW 39.04.250, as may be amended. Contractor is required to pay each subcontractor performing work under this prime Contract for satisfactory performance of that Work no later than thirty (30) days after Contractor's receipt of payment for that Work from Skagit Transit. In addition, Contractor 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 and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of Skagit Transit.
- E) **Final Payment:** Shall be the release of the retained percentage to the Contractor. Retainage shall be released forty-five (45) days following the date of Final Acceptance of the Work; provided that Skagit Transit has received the following:
- (1) An "*Affidavit of Wages Paid*" for the Contractor and every subcontractor as approved by the Industrial Statistician of the Department of Labor and Industries;
 - (2) A release of liability from the WA State Department of Labor and Industries (L&I), WA State Department of Revenue (DOR), and the Employment Security Department (ESD), or any claims that have been paid from L&I or DOR, whichever comes first.
 - (3) Lien releases for the Contractor and each subcontractor and supplier who performed Work and provided supplies and materials for the Project. These conditional releases will be submitted to Skagit Transit as soon as practical after completion of the Work. Skagit Transit may provide release forms to the Contractor for distribution. If a lien claimant refuses to furnish a release, Skagit Transit may withhold funds to defray the cost of lien foreclosure and to pay attorney's fees in an amount no less than 150% of the lien amount.
 - (4) Satisfaction of any lien claims or unpaid claims Skagit Transit may have against the Contractor or, where applicable, the consent of surety to release retainage. In the event a claim is filed against the retainage, Contractor shall be paid any portion of the retainage that is less than the amount sufficient to pay the claim and potential legal costs. If an inadequate amount of money remains in the retainage to cover all Claims due to be paid, the protections provided by the Payment Bond become applicable, excluding taxes.
- F) Payment does not in any way relieve the Contractor from its responsibility for the Work or to repair, replace, or otherwise make good defective Work, materials or equipment. Likewise, the making of any payment does not constitute a waiver of Skagit Transit's right to reject defective or non-conforming Work, materials, or equipment, even though the same is covered by the payment, nor is it a waiver of any other rights of

Skagit Transit. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in RCW 39.76.

- G) **Claims:** In the event a claim is filed against the retainage, Contractor shall be paid any portion of the retainage that is less than the amount sufficient to pay the claim and potential legal costs. If an inadequate amount of money remains in the retainage to cover all Claims due to be paid, the protections provided by the Payment Bond become applicable, excluding taxes.

3.17 DELAYS – RESPONSIBILITY

In the event of delay to Contractor in performing the Work resulting from the conduct or lack of conduct by Skagit Transit or their contractors, officers, employees, agents; or resulting from delay or failure of Skagit Transit in making the site available; or in furnishing any items required to be furnished to Contractor pursuant to the Contract Documents; or resulting from changes to the Project ordered by Skagit Transit; or resulting from:

- (1) Extraordinary conditions of weather for the area and time of year, (Extraordinary conditions of weather shall not be deemed Extraordinary if they fall within two standard deviations from the mean of data recorded by the U.S. Weather Bureau for the Seattle/Tacoma metropolitan area over the last twenty (20) years. To preclude the difficulties of actual measurement, the parties hereto agree that weather data at the Site shall be expressly deemed to be the same as that measured at the Seattle-Tacoma International Airport by the Environmental data and Information Service of the National Oceanic and Atmospheric Administration (NOAA) of the U.S. Department of Commerce),
- (2) War or national conflicts or priorities arising therefrom,
- (3) Fires beyond the reasonable control of the Contractor,
- (4) Acts of God,
- (5) Strikes or other labor disruptions, except for the first five working days of any strike or labor disruption,
- (6) Any other causes beyond Contractor's reasonable control (but not including delays caused by Contractor, subcontractors of any tier or suppliers); and for no other cause or causes,
- (7) Epidemic

Contractor shall be entitled to an extension of time, and cost as appropriate, with regard to the time for completion of the Project and only by the amount of time the Contractor is actually delayed thereby in the performance of the Project, provided notice is given and claim is made, both as hereinafter provided. It shall be Contractor's burden to prove that a delay exists for which an extension of time is allowable.

3.18 SKAGIT TRANSIT'S RIGHT TO STOP WORK

If Contractor fails to perform the Work in accordance with the Contract Documents, fails to correct defective Work, or fails to comply with any other directive issued by Skagit Transit, Skagit Transit may order that the Contractor stop all or any portion of the Work until the cause for such order is eliminated. In the event of an order to stop Work, Contractor shall not be entitled to any increase in the Contract Time or Contract Amount, nor to any damages or relief from liability, on account of such order to stop Work.

3.19 DISRUPTIONS CAUSED BY LABOR OR OTHER DISPUTES

- A. The term "dispute" as used in this paragraph includes labor-related and non-labor-related disputes, whether or not the persons or other entities involved in the dispute have an employment relationship with either the Contractor or Skagit Transit. Examples of such disputes include, but are not limited to: informational or other picketing, and all other forms of concerted or non-concerted activity. Contractor shall pay all attorneys' fees and expenses incurred by Skagit Transit in establishing and enforcing Skagit Transit's rights whether or not suit was instituted.
- B. Contractor shall take all reasonable steps to prevent all disputes arising from the presence of or the performance of the Work by the Contractor, its subcontractors and lower tier subcontractors, suppliers, or other persons performing any of the Work, from disrupting the Project or otherwise interfering with access to Skagit Transit property by Skagit Transit, its agents, employees, tenants or employees thereof, or other contractors engaged on or near the site of the Project. If such a dispute disrupts the Project or interferes with access to Skagit Transit property, Contractor shall promptly and expeditiously take all reasonable action to eliminate or minimize such disruption or interference, including but not limited to:
- Utilizing all reasonable means to prevent all unlawful conduct or picketing, or to restrict all lawful picketing or other activities to a single entrance to Skagit Transit property;
 - Policing entrances to assure that only authorized personnel may use the same;

- Posting notices or signs which advise interested persons and labor organizations that a particular entrance to Skagit Transit property is for the employees of “primary” or, as the case may be, “neutral” employers;
 - Notifying all interested labor organizations or the “primary” or “neutral” status of particular entrances;
 - Upon request of Skagit Transit, altering or rerouting the access to the Project;
- C. In the event any such picketing or activity is unlawful or has a secondary impact upon the employees of neutral employers, tenants or their suppliers or contractors, promptly and expeditiously taking appropriate action to seek recourse through the appropriate governmental agency or State or Federal courts to limit the location of such picketing so as to reduce the impact thereof upon neutral employers. Skagit Transit will cooperate with the Contractor to accomplish the foregoing actions and will render its assistance where appropriate; however, Skagit Transit shall have the right, without providing additional compensation to the Contractor, to direct the Contractor to modify any of the foregoing actions which the Contractor has taken or plans to take, or to overrule such actions, to designate the entrances to be used as “primary” or “neutral” entrances, and to take appropriate legal action in order to protect the interests of Skagit Transit and those of its tenants and other contractors.
- D. The foregoing actions to be taken by the Contractor are the Contractor's primary responsibility. Neither the failure of Skagit Transit to request the Contractor take a specific action, nor the exercise by Skagit Transit of its rights under this paragraph, shall modify, constitute a defense to, or waiver the obligations imposed upon the Contractor in this paragraph. Failure to take the action described above or to comply with the directives of Skagit Transit shall be considered a material breach of the Contract.

3.20 CHANGES IN THE WORK AND CHANGE ORDERS

Section 3.20 Changes In the Work and Change Orders is supplemented with Special Provisions, Division 1, Section 1-09.4.

- A) Change Orders shall be the only acceptable way to modify the Contract Amount or Contract Time. No oral statement by any person shall change or modify the Contract. Should any changes to the Contract Work be required, Contractor or Skagit Transit shall refer same to each other before Work which deviates from the original requirements is started. All mutually agreed upon changes must be made in writing and incorporated into the Contract Documents through the execution of a Change Order by Skagit Transit, or the Engineer, which shall provide for any increase or decrease in the Contract Time, Contract Amount, or both as caused by such change. Such changes shall not invalidate or nullify any portion of the Contract Documents nor release the Contractor's surety. In event of disagreement on the necessity of such changes, Skagit Transit's decision shall be final.
- B) **Contractor Requested Changes:** Any other written or oral direction, instruction, interpretation or determination (collectively, “order”) from any source that the Contractor believes may cause any change in cost, in time, or both, shall be treated as a Change Order under this clause; provided that the Contractor gives Skagit Transit written notice within five (5) calendar days of having known of the occurrence of the event giving rise to the change. The notice must state the date, circumstances, cost details, time implications, source of the order and a certification that the Contractor regards the order as a necessary change. Contractor's Change Request shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Amount and/or Contract Time, including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption to schedule, or loss of efficiency or productivity occasioned by the Change in Work.
- C) **Owner Directed Changes:**
- (1) Skagit Transit may make at any time during the Work, without notice to the surety and by written order designated or indicated to be a Change Order, any changes in the Work within the general scope of the Contract, including but not limited to the following:
- Deleting any part of the Work;
 - Increasing or decreasing quantities;
 - Altering specifications, designs, or both;
 - Altering the way Work is to be done;
 - Adding new work;
 - Altering Skagit Transit-provided facilities, equipment, materials, services, or sites; or

- Directing acceleration or delay in the performance of the Work.
- (2) For any change requested by Skagit Transit, Contractor shall submit to the Engineer, within seven (7) calendar days of Skagit Transit's request, a detailed price and time schedule proposal supported with documentation that reflects all cost and time related impacts on the Contract. The proposal shall be prepared in accordance with provisions hereunder and shall include a complete breakdown of direct costs of both deletions and additions directly attributable to the proposed change in the Work.
 - (3) Any Field Directive, response to Requests For Information (RFI), or other written directive, interpretation, instruction or determination (hereinafter referred to as "Direction") provided by Skagit Transit, or the Engineer, is not considered a Change Order or a change to Contract requirements and shall not constitute, in and of itself, entitlement to an adjustment in Contract Price, Contract Time, or both.
- D) **Cardinal Change:** Any change exceeding twenty percent (25%) of the Contract Amount is considered a "Cardinal Change" and will not be permitted regardless of whether or not the change is "in-scope" or a significant change. For purposes of this Contract, a significant change is when the character of the Work as altered differs materially in kind or nature from that originally included in the solicitation.
- E) **Time Extension:**
- (1) Requests for a time extension shall only be limited to the affect on the Critical Path of the Contractor's approved Progress Schedule attributable to the change or event giving rise to the request. As used herein, "Critical Path" means the longest, continuous sequence of interrelated activities that begins on the date Skagit Transit issues a Notice To Proceed and extends to Substantial or Final Completion of the Project.
 - (2) To be considered, the request shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of the time requested. The request shall include an updated schedule that supports the request and demonstrates that the change or event: (1) Had a specific impact on the Critical Path, and except in cases of concurrent delay, was the sole cause of such impact; and (2) Could not have been avoided by resequencing of the Work or by using other reasonable alternatives.
 - (3) In evaluating any request, the Engineer will consider how well Contractor used the time from the Notice To Proceed up to the point of the delay and the effect the delay has on any completion times included in the Specifications or Scope of Work. The Engineer will evaluate and respond within seven (7) calendar days of receiving the request.
 - (4) The authorized time for Physical Completion will be extended for a period equal to the time the Engineer determines the Work was delayed because of: Adverse weather, providing the Engineer had not already declared the time to be unworkable and the Contractor has filed a written protest according the provisions herein; Any action, neglect, or default of Skagit Transit, its officers, or employees, or of any other contractor employed by Skagit Transit; Fire or other casualty for which the Contractor is not responsible; Strikes; and Any other conditions for which these specifications permit time extensions.
- F) **Equitable Adjustment:**
- (1) Except as specifically provided for herein, Contractor is not entitled to an equitable adjustment, and Skagit Transit will have no obligation or liability, on account of a change in the Work that is not made through a properly executed Change Order. The method of how a Change Order will be priced, be it negotiated lump sum or unit price, is solely at Skagit Transit's discretion. Nothing in this section shall be deemed to require a change in the Contract Amount when additional, extra, or changed work is the result of an estimating, contracting or engineering error by Contractor. In no event shall Contractor be entitled to compensation for the loss of anticipated profits on deleted, terminated, or uncompleted Work or consequential damages of any kind. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.
 - (2) If any change under this provision causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly, provided; however, that except for claims based on defective specifications, no claim for any Contractor requested change shall be allowed for any costs incurred more than seven (7) calendar days before the Contractor gives proper written notice as herein required; and provided further, that in the case of defective specifications for which Skagit Transit is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

- (3) If the Contractor intends to assert a claim for an equitable adjustment under this paragraph, it must, within seven (7) calendar days after receipt of a written Change Order by Skagit Transit, or the furnishing of a written notice to Skagit Transit, submit to Skagit Transit a written proposal ("**Change Request**") further setting forth the general nature, time implications, monetary extent of such claims, and a certification that Contractor regards the order as a necessary change, unless this period is extended by Skagit Transit. Contractor may request, in writing, an extension in time to submit the Change Request.
- (4) Contractor's Change Request shall include detailed price calculations for the proposed change, which shall itemize the cost of all labor, materials, equipment, and any other allowable direct costs for the Contractor and, further, shall be accompanied by the signed bids of any subcontractors or suppliers who will perform any portion of the change in the Work or will furnish materials or equipment for incorporation therein. Each labor classification shall be broken out in detail. Any aggregate labor total will NOT be acceptable. Contractor's Change Request shall also show as a separate item, the proposed amount for markup, contingency, overhead and fee, the total of which shall not exceed as follows:
- Labor – 25%
 - Materials – 15%
 - Equipment – 15%
 - Specialized Services – 15%
 - Subcontractor services – 5%

No allowance for increasing the bonds will be made. The same level of detail required for the Contractor's Change Request shall be included in all subcontractor quotations.

- (5) Overhead and profit percentage markups shall not exceed those specified as allowed under this Section and shall be deemed to cover all costs and expenses of any nature whatsoever, including without limitation those for general condition items such as clean-up, protection, supervision, estimating, field operations, small tools and security, which Contractor or any of its subcontractors may incur in the performance of or in connection with a Change in the Work and which are not otherwise specifically recoverable by them pursuant to this section. The parties agree and acknowledge that the adjustments to Contract Amount and Contract Time, if any, contained in a Change Order shall constitute the total and complete compensation and remedy for the Change in the Work, including any effect of the individual change and any cumulative effects prior to Change Orders on the Work as a whole, and all direct and indirect costs of whatsoever kind or nature, including, without limitation, overhead, extended overhead, profit, impact costs, ripple costs, delay costs, inefficiency costs, and all other special, incidental and consequential damages.
- (6) Upon receipt of the Contractor's fully documented Change Request, Skagit Transit may accept or reject the Request, request further documentation, negotiate acceptable terms with the Contractor, or inform the Contractor that additional time is needed to evaluate the Change Request. Under such circumstances, Skagit Transit will identify a date certain when a decision on the Change Request will be made. For any Change Request which has merit, Skagit Transit will initiate a written Change Order to the Contract. If Skagit Transit and Contractor reach an agreement on the terms and conditions of the Change Request, including any adjustment in Contract Amount or Contract Time, such agreement shall be incorporated into a Change Order and signed by both parties. This bilateral Change Order shall represent full and complete payment, time adjustments, and final settlement of all changes and claims for direct, indirect, and consequential costs, including cost of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the bilateral Change Order.
- (7) If the change in the Work will result in a decrease in the Work to be performed on the Project, the Contract Amount will likewise be decreased by an amount equal to the estimated cost of the Work as contained in Contractor's or subcontractors' underlying bid, Bid, or Schedule of Values. Further, if such decrease in the Work will result in a decrease in the time required to complete the Project, then the Contract Time will be reduced by the length of time fairly attributable to such decrease in the Work.
- (8) If Skagit Transit and Contractor are unable to reach an agreement on the terms and conditions of the Change Request, including any adjustment in Contract Amount or Contract Time, Contractor may request in writing, at any time, a final offer from Skagit Transit. Skagit Transit shall provide Contractor with its written response within thirty (30) calendar days of Contractor's request. Skagit Transit may also provide Contractor with a final offer at any time. If Contractor rejects Skagit Transit's final offer, or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file a claim as provided in the claims section.

- G) **Unilateral Change Order:** If Skagit Transit and Contractor are unable to reach an agreement concerning adjustment in the Contract Amount or Contract Time caused by a change in the Work, Skagit Transit may unilaterally issue a Change Order in its sole discretion without invalidating the Contract and without notice to the surety, implementing changes within the general scope of the Contract and directing the Contractor to perform the Work as changed. The Change Order may embody such terms as Skagit Transit deems appropriate and Contractor shall promptly and diligently perform the Work in the most efficient, economical, and workmanlike manner, consistent with the best interest of Skagit Transit, and shall not slow or stop the progress of the Work pending resolution of any such disputes. Contractor shall be entitled to seek compensation in the Contract Amount or Contract Time to the extent directly caused by the change in Work. If Contractor disagrees with the adjustment in Contract Price or Contract Time as indicated in the Unilateral Change Order, it may file a claim in accordance with Paragraph 4.27 – Claims. Unless Skagit Transit agrees in writing to the contrary, Contractor shall only be permitted to perform changes in the Work with its own forces if Contractor was the entity that performed, or was contemplated to perform, the original work of the trade in question.

H) **Differing Site Conditions:**

- (1) In the event Contractor encounters: (1) pre-existing subsurface or latent physical conditions at the worksite which differ materially from those indicated in the Contract Documents; or (2) unknown physical conditions of an unusual nature at the worksite which differ materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract Documents, and such conditions cause an increase in Contractor's cost or time of performance, Contractor may be entitled to an equitable adjustment in the Contract Time, Contract Amount, or both.
- (2) Contractor shall promptly notify the Engineer orally of such encounter and, no later than seven (7) calendar days after having known of the occurrence and before the conditions are disturbed, Contractor shall furnish Skagit Transit written notice of the changed conditions or other conditions for which an equitable adjustment in Contract Amount or Contract Time is desired.
- (3) If such notice is not given prior to the condition being disturbed, or other action being taken by Contractor which may result in a claim for an increase in the Contract Time or the Contract Amount, or such condition is disturbed before Skagit Transit directs the Contractor to proceed with the Work despite the condition, Skagit Transit's right to address the changed conditions will be deemed to be prejudiced and Contractor will be deemed to have waived any claim for extra compensation or extension of the Contract Time on account of any additional or different Work (including labor, materials and equipment) required because of such condition. Oral notice alone by Contractor to Skagit Transit, or the Engineer, regarding such condition shall not be adequate to avoid such waiver.
- (4) Upon receiving Contractor's written notification, Skagit Transit shall promptly investigate the worksite conditions and if the Project Manager determines that conditions exist which entitle the Contractor to an equitable adjustment in the Contract Amount to account for performance of the Work involved, and the additional Contract Time, if any, required to perform such Work, whether or not changed as a result of the conditions, then an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Engineer will notify the Contractor of his/her determination whether or not an adjustment of the Contract is warranted.
- (5) If Skagit Transit determines, upon concurrence by the Engineer, that different site conditions do not exist and no adjustment in costs or time is warranted, such determination shall be final. If the parties are unable to agree on an equitable adjustment, Skagit Transit may nevertheless issue a Unilateral Change Order directing the Contractor to perform the changed Work pursuant to the paragraph below.

I) **Contractor's Obligation to Proceed:**

- (1) A request by Skagit Transit, or the Engineer, to the Contractor for a change proposal shall not constitute authorization for the Contractor to proceed with any such proposed change in the Work, nor shall such request justify any delay in the performance of existing Work. Pending agreement on the terms and conditions of any Change Order in writing, Skagit Transit, or the Engineer, may direct the Contractor to proceed immediately with the Work in question, in which event the Contractor shall promptly and diligently proceed with any changed Work, in accordance with the Contract Documents, so as to avoid delay and minimize any increase in the time required for performance of the Work. Contractor shall keep daily records of the costs incurred in connection with such work and submit daily timesheets to Skagit Transit accordingly. The Engineer's action in approving timesheets submitted by the Contractor shall not be construed as acceptance of the Contractor's position regarding the need for the magnitude of an equitable adjustment for such Work. An inadvertent payment made by Skagit Transit for Work

not specifically authorized in writing by Skagit Transit shall not constitute evidence or acknowledgement of Skagit Transit's liability for such payment.

- (2) Subject to sections 4.21 B and C above, no later than thirty (30) calendar days from the "Satisfactory Completion" of any additional Work, the Engineer shall prepare and issue to the Contractor either an agreed upon Bilateral Change Order or Unilateral Change Order, including any adjustment in the Contract Amount, Contract Time, or both. As used herein, "Satisfactory Completion" means that the Engineer shall have confirmed in writing that all tasks have been completed to the reasonable satisfaction of Skagit Transit, including submittal by the Contractor of all required time and cost documentation. Satisfactory Completion does not mean Substantial Completion. In no event shall Contractor proceed with any change in the Work until it has obtained a fully executed Change Order or written order or direction from the Engineer to proceed.

3.21 PROTEST PROCEDURE FOR CHANGE ORDERS

Section 3.21 Protest Procedure for Change Orders is Supplemented with the following:
Skagit Transit IFB 20-007-F, General Provisions, Paragraph 3.2

- A) Contractor accepts all requirements of a Change Order by: 1) endorsing it, 2) writing a separate acceptance, or 3) not protesting in the way this Section provides. A Change Order that is not protested as provided in this Section shall be full payment and final settlement of all claims for Contract Time and for all costs of any kind, including but not limited to that for labor, materials, equipment, overhead, fee (profit), costs of delays, and damages (direct or indirect), or any other claim for damages of any kind or nature, if any, related to any Work either covered or affected by the change. By not protesting as this Section provides, Contractor also waives any additional entitlement and accepts from the Engineer any written or oral order, including directions, instructions, interpretations, and determinations.
- B) If Contractor disagrees with any of the terms of a Change Order, Contractor shall give immediate oral notice of protest to the Engineer, prior to performing the Work, and shall submit a written protest within ten (10) calendar days of the Contractor's receipt of the Change Order. The protest shall identify the point of disagreement, those portions of the Contract Documents believed to be applicable, and an estimate of quantities and costs involved in the change. When protest of a Change Order relates to compensation, Contractor shall keep full and complete records of the cost of such changed Work and shall permit Skagit Transit to have access to those records as requested to enable Skagit Transit to evaluate the merits of the protest.
- C) A protest shall not relieve Contractor of its obligation to proceed without delay with the Work as directed in the Change Order. No adjustment to the Contract Amount or Contract Time will be made on account of Work performed preceding the Contractor giving oral notice of protest to the Engineer to be followed by written protest as required herein.
- D) Within fourteen (14) calendar days of the Engineer's receipt of written notice above, Contractor shall provide the following details:
 - (1) A detailed factual statement of the claim for a change in the Contract Amount and Contract Time, if any, providing all necessary dates, locations and items of Work affected by the claim;
 - (2) The date on which facts arose which gave rise to the claim;
 - (3) The name of each employee or agent or consultant of Skagit Transit knowledgeable about the claim;
 - (4) The specific provisions of the Contract Documents which supported the claim;
 - (5) The identification of any documents and the substance of any oral communications that support the claim;
 - (6) Copies of any identified documents, other than the Contract Documents, that support the claim;
 - (7) If an adjustment in Contract Time is sought, the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its progress schedule to demonstrate the reason for the extension in Contract Time (time impact analysis);
 - (8) If an adjustment in the Contract Amount is sought, the exact amount sought and a breakdown of that amount; and
 - (9) A statement certifying, under penalty of perjury, that the claim as submitted is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the claim is fully supported by the accompanying data, and that the amount requested

accurately reflects the adjustment in the Contract Amount or Contract Time for which Contractor believes Skagit Transit is liable. The individual signing such certification shall be a duly authorized representative of the Contractor who has the necessary and appropriate authority and responsibility to commit the Contractor to the truthfulness of the certification.

- (10) A statement that the claim covers all changes in cost and in time (direct, indirect, impact, consequential, and otherwise) to which Contractor and all subcontractors and suppliers of any tier are entitled.
- E) Skagit Transit shall be entitled to recover its costs incurred for analysis/administration of processing and evaluating a claim to the extent a portion of the claim that is determined to be not recoverable from Skagit Transit. The cost of reimbursement will be the percentage of the original claim that is determined to be not recoverable times the cost of analysis/administration.

3.22 FINAL INSPECTION

This section is supplemented with Special Provisions, Division 1, Section 1-05.11(2)

If Contractor does not expeditiously proceed with correctional completion of the listed deficiencies identified in the Final Inspection, Skagit Transit may, in its sole discretion, remove such items from the Scope of Work by Change Order. In such instance, Skagit Transit may choose to: 1) have the Work performed by another contractor with the cost of such work to be deducted from the amount due the Contractor or claimed against the retained percentage, or 2) accept a credit for the uncompleted Work to be deleted by Change Order, with the amount of the credit to be negotiated between the parties. The costs incurred by Skagit Transit to conduct re-inspections of uncompleted Punch List items may be offset from any monies due the Contractor. The rights provided Skagit Transit under this section shall not relieve the Contractor of its responsibilities as required under any other provisions of the Contract Documents.

3.23 FINAL COMPLETION AND FINAL ACCEPTANCE

- A) **Final Completion:** Shall mean final approval of the Project only in that the Contract Work has been physically performed, cleaned up, and completed in accordance with the Contract terms and conditions; however, Contractor may still have Punch List items to complete and Record Documents, warranties and other documents to submit to Skagit Transit.
- B) **Final Acceptance:** Shall mean that the Project is complete in accordance with the Contract Documents AND has been performed to the full satisfaction of Skagit Transit. Acceptance shall not constitute acceptance of unauthorized or defective Work, material or equipment. Skagit Transit shall not be barred by acceptance from requiring the Contractor to remove, replace, repair, or dispose of unauthorized or defective Work, material, or equipment or from recovering damages for same. A "*Certificate of Final Completion and Final Acceptance*" will be issued by Skagit Transit provided that:
 - ✓ The physical work on the Project is complete and the Contractor has satisfactorily demobilized.
 - ✓ All temporary locks, keys or other items loaned or signed-out to Contractor, subcontractors, suppliers and vendors are returned to Skagit Transit.
 - ✓ Project Record Documents, drawings, manuals, and warranties have been submitted to Skagit Transit and approved by the Project Manager.
 - ✓ Outstanding claims are settled, or are identified in writing by Contractor as unsettled at the time of application for Final Payment.
 - ✓ An invoice representing 95% payment of the Contract Amount, less any progress payments, has been requested.
 - ✓ Skagit Transit's Project Manager approves Final Acceptance.
- C) The date of Final Acceptance further marks the start of the forty-five (45) day waiting period for any liens or claims against the Contractor's retainage before releasing the retained funds. Final Acceptance may not be given if any claims previously made in writing and identified by the Contractor, a subcontractor, or material supplier remain unsettled at the time of the Contractor's application for Final Payment.
- D) Neither Final Completion nor Final Acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect Skagit Transit against any claim or loss resulting from the failure of the Contractor or its subcontractors to pay all laborers, mechanics, subcontractors, suppliers, or any industrial insurance and medical aid required under Title 51 RCW.

3.24 PROJECT CLOSEOUT

In addition to any contract close-out requirements stated elsewhere in the Contract Documents, Contractor shall submit to Skagit Transit's Contracts Administrator, upon Final Acceptance of the Work, the following items:

- 1) An L&I approved "Affidavit of Wages Paid" for prime and all subcontractors.
- 2) An invoice representing 5% Final Payment for retainage.
- 3) Certificate of payment of State excise taxes, if applicable.
- 4) Release of any outstanding claims.

3.25 FORFEITURE OF CONTRACT

- A) Should the Contractor, at any time, refuse or neglect to supply a sufficiency of skilled workmen or of material of the proper quantity or quality, or fail in any respect to prosecute the Work with promptness and diligence, or fail in the performance of any of the agreements herein contained, Skagit Transit may, at its option, after giving ten (10) calendar days written notice to the Contractor, provide such sufficiency of labor and materials and deduct the cost thereof from any monies due or thereafter to become due under this Contract. In the event of such refusal, neglect, or failure, Skagit Transit may, by written notice to the Contractor and its surety or its representative, or if the Contractor abandons the Work undertaken under the Contract, Skagit Transit may, at its option with such written notice to the surety and without any written notice to the Contractor, transfer the employment of said Work from the Contractor to the surety. Upon receipt of such notice, the surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this Contract, and employ by contract or otherwise, any person or persons to finish the work and provide the material therefore, without termination of the continuing full force and effect of the Contract.
- B) In case of such transfer of employment to the surety, the surety shall be paid in its own name on estimates covering the work subsequently performed under the terms of the Contract and according to the terms hereof, without any right of the Contractor to make any claim for the same or any part thereof. In lieu of the foregoing, if Skagit Transit so elects, it may terminate the employment of the Contractor for said work and enter upon the premises and take possession of all materials, tools and equipment thereon for the purposes of completing the work included under the Contract, and employ by contract or otherwise, any person or persons to finish the work and provide the materials therefore. In case of the discontinuance of employment by Skagit Transit as aforesaid, Contractor shall not be entitled to receive any further balance of the amount to be paid under this Contract until the work shall have been fully finished. At this time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by Skagit Transit in finishing the work, and all damages sustained or which may be sustained by Skagit Transit by reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by Skagit Transit to the Contractor. If such expense and damages shall exceed the unpaid balance, the Contractor and its surety and each thereof shall be jointly and severally liable therefore to Skagit Transit and shall pay the difference to Skagit Transit.
- C) Notwithstanding the foregoing, Skagit Transit, in the event of the Contractor's breach of the Contract, reserves the right to terminate the Contractor and exercise any and all remedies at law or in equity.

3.26 CLAIMS

- A) A "claim" is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, and extension of time or other relief with respect to the terms of the Contract. All claims shall be made in writing. The responsibility to substantiate claims shall rest with the party making the claim.
- B) **Notice of Intent to Claim:** It is an express condition of the Contractor's right that to make a claim, or to receive any recovery or relief under or in connection with the Contract, the Contractor must submit a written "Notice of Intent to Claim" to Skagit Transit within seven (7) calendar days of the Contractor having known of the event, or commencement of the event giving rise to the claim. If the event or occurrence is claimed to be an act of omission of Skagit Transit, notice shall be given prior to the commencing of the portion of Work to which such alleged act or omission relates. The written "Notice of Intent to Claim" shall set forth: 1) the reasons for which Contractor believes additional compensation will or may be due; 2) the nature of the costs involved; 3) Contractor's plan or action for mitigating such costs; and 4) if ascertainable, the amount of the potential claim.
- C) Failure to comply with the provisions hereof shall constitute a waiver by Contractor of any right, equitable or otherwise, to bring any such claim against Skagit Transit.

- D) **Written Claim:** Within ten (10) calendar days of Skagit Transit's receipt of the written Notice of Intent to Claim, Contractor shall provide Skagit Transit, at a minimum, the following details:
- 1) The date and a detailed description of the event giving rise to the Claim;
 - 2) A detailed statement of the nature of all impacts to Contractor and all others, if any, affected by the Claim event;
 - 3) A detailed breakdown and calculation of the amount of the adjustment in Contract Amount, if any, sought by Contractor for itself and for others, if any, together with substantiation and backup for all costs;
 - 4) A detailed explanation of the amount of the adjustment to Contract Time, if any, sought by Contractor, together with Critical Path Method (CPM) schedule analysis showing the claimed impact on the Project completion date asserted by Contractor;
 - 5) A detailed analysis and substantiation for other relief, if any, sought with respect to the terms of the Contract; and
 - 6) A statement of all provisions of the Contract Documents upon which the Claim is based.
- E) Contractor's failure to submit any claim in writing within the relevant time and in the manner prescribed shall waive any relief that might otherwise be due with respect to such claim. Pending final resolution of a Claim, Contractor shall proceed diligently with performance of the Contract. Skagit Transit will continue to make proper payments for work items that are undisputed and in accordance with the Contract.
- F) Contractor and Skagit Transit acknowledge and agree that this Section has been specifically negotiated and they hereby waive all claims against each other for the following damages that may arise out of or relate to this Contract and Project, incurred by Contractor (and those for whom Contractor is responsible) for principal or home office expenses including, without limitation, the compensation of personnel stationed there, for losses of bonding capacity, and for loss of profit other than anticipated profits arising directly from Work performed.
- G) **Time and Schedule:** If Contractor claims entitlement to an extension of time to complete the Project, it shall be Contractor's responsibility to prove that the delay in completion of the Project was caused specifically by a delay in a portion of the Project that was on the critical path of the approved Progress Schedule. Each Claim must be submitted in writing no later than seven (7) calendar days after the delay occurs and shall be accompanied by a revised Progress Schedule reflecting the effects of the delay and bids to minimize these effects. If no Progress Schedule has been submitted to Skagit Transit reflecting conditions prior to delay for which relief is sought, then a Progress Schedule so reflecting these conditions shall be prepared and submitted with the Claim.
- H) **Additional Records and Audit:** Contractor shall be responsible to furnish, when requested by Skagit Transit, such further information and details as may be required to determine the facts or contentions involved in said Claim. Contractor agrees to give Skagit Transit access to account books, records or other materials relating to the Work and shall cause its subcontractors to do the same so that Skagit Transit can investigate such Claim. The right of audit shall continue throughout the claims and/or dispute processes described herein. Depending upon the grounds for relief and the nature of the relief sought, additional submittals and conditions upon submitting claims may be required, as set forth elsewhere in the Contract.
- I) **Review Timeframe:** Skagit Transit shall be entitled to reasonable time, in no case more than thirty (30) calendar days, after it receives the written Claim accompanied by proper supporting documents and evidence, in which to investigate, review and evaluate such Claim. When Skagit Transit has completed its investigation, review, and evaluation, it will advise Contractor of the relief, if any, to which it has found Contractor to be entitled. Should Contractor not be satisfied with Skagit Transit's findings, the disputes resolution process outlined in the Contract may be used within fourteen (14) calendar days after being so advised thereof. Contractor shall submit written notice of a dispute within this fourteen (14) day period. In no event shall claims be made after Final Payment is made under the Contract completion provisions. A claim will cease to be a claim if, at any time, a Change Order or Contract Amendment resolving the issue is signed by both parties.

3.27 **AUDIT OF RECORDS**

- A) Original accounting records and all other relevant records pertaining to the Work performed under this Contract by the Contractor shall be open to inspection and audit by representatives of Skagit Transit during the Contract Time and for a period of not less than three (3) years after the date of Final Acceptance or contract termination, and Contractor shall retain such records for that period. Where payment for equipment, materials, labor or other incidentals thereto is based on the cost to parties other than the

Contractor, the Contractor expressly guarantees that the records of such other parties shall be open to inspection and audit by representatives of Skagit Transit on the same terms and conditions as the records of the Contractor.

- A) Skagit Transit shall have the right to seek reimbursement of any amount it determines was overpaid to the Contractor. If an audit is to be commenced more than sixty (60) days after Final Acceptance, Contractor will be given reasonable notice of the time when such audit is to begin. Contractor agrees that no claim shall be made against Skagit Transit for the Work described herein unless Contractor makes available to Skagit Transit all records to be maintained in accordance with this subparagraph

SECTION 4 SAMPLE CONTRACT

INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NUMBER: 23-014

TITLE: MARKETPLACE DRIVE BUS STOP

TERM: 12:01 a.m. PDT on May XX, 2023 through 11:59 p.m. PDT on June XX, 2023.

PARTIES:

SKAGIT TRANSIT SYSTEM (SKAGIT TRANSIT)

600 County Shop Lane, Burlington WA 98233

Phone: 360-757-8801 / Fax: 360-757-8019

Contacts: Aggie Juarez, Project Manager – ajuarez@SkagitTransit.org

Jo-Ann Wynne, Procurement and Contracts Coordinator – jwynne@SkagitTransit.org

Kelly Borden, Payments & Invoicing – kborden@SkagitTransit.org

CONTRACTOR

Address

Phone: 360-xxx-xxxx / Fax: 360-xxx-xxxx

THIS AGREEMENT is made and entered into this _____ day of June, 2023 by and between the SKAGIT TRANSIT SYSTEM, a Washington municipal corporation, hereinafter called "SKAGIT TRANSIT", and _____, hereinafter called the "CONTRACTOR".

In consideration of the terms and conditions contained herein, and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

1. **Contract Documents:** This Agreement; the Bid Documents for IFB #23-014 in its entirety, including the Project Manual, Plan Drawings, Exhibits and any Attachments; Contractor's submitted Bid and any supplemental items, as accepted by Skagit Transit; All Addenda issued prior to and all modifications issued after execution of this Contract; shall constitute the Contract Documents and are complementary. These form the Contract and all are as fully a part of the Contract as if attached to this Contract or repeated herein.
2. **Performance:** Contractor shall diligently perform all Work and furnish all tools, materials, and equipment in accordance with and as described in the attached Bid Documents and Contract Drawings; and as directed shall perform any changes in the Work in accordance with the Contract Documents; and shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in these Contract Documents, except any items mentioned therein to be furnished by Skagit Transit.
3. **Time of Performance:** Contractor shall commence the Work under this Contract effective upon receipt of a written Notice To Proceed and shall continue in good faith and effort to Final Completion status within sixty (60) calendar days of said Notice. The parties will establish a "Pre-construction Meeting" within ten (10) days after Contract execution.
4. **Rate of Payment shall not exceed \$ _____** as set forth on the Contractor's Bid Form, attached herein by reference, unless a written Change Order is permitted pursuant to Article CD 6.00 hereunder and elsewhere in the Contract Documents. Skagit Transit shall pay the Contractor in current U.S. funds subject to the terms, conditions, additions and deductions as provided in the Contract Documents.
5. The parties accept that this Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. Further, any modification of the Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute

material breach of contract and cause for termination. The parties also agree that the forgiveness of the non-performance of any provision of this Agreement does not constitute a waiver of all other provisions of this Agreement. It is further provided that no liability shall attach to by reason of entering into this Contract, except as provided herein

CD 1.00 ADDITIONS OR DELETIONS

Skagit Transit reserves the right to add or delete items, agencies, or locations, as determined to be in its best interest, provided such items, agencies or locations are related to those on Contract and will not represent a significant increase or decrease in size or scope of the Contract. Such additions or deletions will be by mutual agreement, will be at prices consistent with the original bid, and will be evidenced by issuance of a written contract Amendment issued by Skagit Transit in accordance with Article CD 6.00 below.

CD 2.00 ASSIGNMENT

Contractor shall not assign its obligations, transfer any interest, or sublet the service provided under this Contract, or any part thereof, without prior written consent of Skagit Transit nor shall it assign, by Power of Attorney or otherwise, any of the monies payable under this Contract unless by and with the like consent of Skagit Transit. In the event consent is given by Skagit Transit to permit subletting, no such consent shall be construed as making Skagit Transit a party to such subcontractor or assignee, or of subjecting Skagit Transit to liability of any kind whatsoever, to any subcontractor. No subcontractor shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract and all transactions with Skagit Transit shall be made through the Contractor.

CD 3.00 COMPLIANCE WITH LAWS AND REGULATIONS

- 3.01 General Requirement:** Contractor will at all times, at its sole cost and expense, comply with all applicable federal, State and local laws, ordinances, regulations, orders, and codes in regards to all matters of its business operation and to performance of the work and services under this Contract.
- 3.02 Registration:** The laws of the State of Washington require that the Contractor must be registered in the State of Washington. Out-of-state corporations must secure authority from the Secretary of State to transact business in the State of Washington. Accordingly, before Skagit Transit can enter into a contract with an Out-of-state or foreign corporation, such entity must comply with Washington's corporation laws. Information and application forms relative thereto may be obtained from the Corporations Division, Office of the Secretary of State, PO Box 40234, Olympia, Washington 98504. The Corporate Information Line is (360) 725-0377 or e-mail at corps@sos.wa.gov.
- 3.03 Licenses, Permits and Similar Authorizations:** Contractor, at no expense to Skagit Transit, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, fees, bonds, inspection fees, and similar legal authorizations for performance and completion of the Contract Work. It is Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with all related requirements. If for any reason Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, Contractor shall notify Skagit Transit immediately of such condition in writing.
- 3.04 Taxes:** If applicable, Contractor will be responsible for adding sales tax to amounts due under the Contract and making payment of sales tax to the State of Washington, as determined by the Washington State Department of Revenue. All other taxes required by statute or regulation are the sole responsibility of the Contractor. No adjustments will be made in the Contract Amount because of any misunderstanding by, or lack of knowledge of, the Contractor as to liability for, or the amount of, any taxes for which the Contractor is solely liable or responsible for by law, or under this Contract, or because of any increase in tax rates imposed by any federal, State or local government. No charge by Contractor shall be made for Federal Excise Tax and Skagit Transit agrees to furnish Contractor with an exemption certificate where appropriate.
- 3.05 Wage and Hours Laws:** Contractor shall comply with all applicable provisions of the Fair Labor Standards Act (FLSA) and all other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall, at all times, save Skagit Transit free, clear and harmless from all actions, claims and expenses arising out of said Act and rules and regulations that are or may be promulgated in connection herewith.

CD 4.00 CONFLICTS OF INTEREST, GIFTS AND CONTEMPORANEOUS EMPLOYMENT

- 4.01** Skagit Transit employees, agents, officers and board members may not solicit or accept gratuities, gifts, favors, other special consideration or anything of economic value from any present or potential contractor, subcontractor, supplier, vendor, customer, client, or any individual or organization doing or seeking business with Skagit Transit. Use of one's position in a manner that constitutes a real or apparent personal or organizational conflict of interest or personal gain is strictly prohibited (FTA Cir 9030.1D).
- 4.02 Current and Former Employees:** No current or former employee of Skagit Transit and their immediate family members, or agents, officers, and board members of Skagit Transit, may contract with, influence, advocate, advise, or consult with a third party about a Skagit Transit transaction, or assist with preparation of bids submitted to Skagit Transit while employed by Skagit Transit or after leaving Skagit Transit's employment, if he/she was substantially involved in determining the Work to be done or process to be followed while a Skagit Transit employee. It is unethical for any Skagit Transit employee who is participating directly or indirectly in the procurement process to become or to be, while such a Skagit Transit employee, the employee of any person contracting with Skagit Transit.
- 4.03 Organizational Conflicts of Interest:** An organizational conflict of interest is a situation in which, because of other activities, relationships, or contracts, a contractor or subcontractor is unable, or potentially unable, to render impartial assistance or advice to Skagit Transit; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage. Skagit Transit will evaluate future procurements related to this Contract to determine if there is an organizational conflict of interest. If an organizational conflict of interest exists, Skagit Transit may prohibit the contractor and any of its subcontractors from participating in such related procurements/projects.

CD 5.00 CONFLICT AND SEVERABILITY

- 5.01** In the event of conflict between the Bid Documents and the terms and conditions of the Contract, Skagit Transit, in its sole authority, shall determine which requirement shall apply and be considered the legally binding requirement. In the event of conflict between the Contract Document in its entirety and applicable laws, codes, ordinances, or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract.
- 5.02** In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, Skagit Transit and Contractor shall negotiate an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby. Any provision of the Contract Documents found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Contract.

CD 6.00 CONTRACT MODIFICATIONS

This section is supplemented with General Provisions, Section 3, Part 4.21

- 6.01** No alterations or variances of any of the terms, conditions, delivery, price, quantities, or specifications of this Contract shall be effective without written consent of Skagit Transit. Oral changes, amendments or agreements are not permitted. When it is necessary to modify the Contract Documents, either Skagit Transit or Contractor may initiate a Change Request. If any change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the Work under this Contract, whether changed or not changed by any such order, an Equitable Adjustment shall be made in the Contract Price or Contract Time, or both, without invalidating any other portion of the Contract. Prior to becoming a contract modification, all changes to the Contract must be prepared in writing and fully executed by both parties. Only Skagit Transit's Contracts Administrator shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract on behalf of Skagit Transit.

- 6.02** Contractor must assert its right to an adjustment under this clause by delivering a written Change Request to Skagit Transit which states the general nature and monetary extent of the claim. Skagit Transit may require additional supporting documents in order to perform a cost analysis to determine the validity and reasonableness of the claim. If Skagit Transit requests a change, Contractor shall submit to Skagit Transit, within seven (7) days after Contractor's receipt of any change request, a detailed price schedule proposal for the work or service to be performed and note any modifications of other Contract provisions that may be required as a result of the change. No claim by Contractor for an Equitable Adjustment hereunder will be allowed for any costs incurred more than seven (7) days before Contractor gives written notice.
- 6.03** Any change exceeding twenty percent (25%) of the Contract Amount is considered a "Cardinal Change" and will not be permitted. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract titled "Disputes" (CD 10.00); however, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

CD 7.00 DELIVERY

All services must be made at the applicable work site location in accordance with the Contract Documents and time frames outlined therein or otherwise agreed upon. The acceptance by Skagit Transit of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor preclude Skagit Transit from pursuing any other remedy provided herein, including termination, nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.

CD 8.00 DETERMINATION OF RESPONSIBILITY

Should Contractor be determined to be in violation of federal, State, or local laws or regulations, Skagit Transit reserves the right to modify its initial determination of responsibility at the time of award and take other action as determined appropriate, including but not limited to termination of the Contract.

CD 9.00 DEVIATION FROM CONTRACT

Contractor shall not make any alterations or variation in or addition to or deviation or omission from the terms of this Contract without the prior written consent of Skagit Transit.

CD 10.00 DISPUTES

- 10.01 Decision of the Executive Director:** Except for bid protest, any dispute concerning a question of fact or arising in the performance under this Contract which is not resolved by agreement of the parties shall be decided in writing by Skagit Transit's Executive Director. Claims include, without limitation, controversies arising under the Contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or revision. The decision of the Executive Director shall be promptly issued in writing and shall be immediately mailed or otherwise furnished to the Contractor. The decision shall state the reason(s) for the decision reached, and shall inform the Contractor of its appeal rights stated below. The Executive Director's decision shall be final and conclusive unless, within seven (7) calendar days from the date of receipt of the decision, Contractor mails or otherwise delivers a written appeal to the Skagit Transit of Board of Directors, or commences an action in a court of competent jurisdiction. If the Executive Director does not issue a written decision regarding any contract controversy within seven (7) calendar days after Contractor's written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if any adverse decision had been received. Contractor's failure to timely submit a dispute against the Executive Director's decision shall waive any relief that might otherwise be due with respect to such dispute.
- 10.02 Performance During Dispute:** Pending final resolution of a dispute, Contractor shall proceed diligently with the performance of the Contract and in accordance with the Executive Director's decision.

- 10.03 Appeals:** Contractor may appeal the Executive Director's decision to the Skagit Transit Board of Directors by submitting a written Notice of Appeal to the Board Chairperson within seven (7) calendar days of receipt of the Executive Director's decision which shall be deemed received within three (3) days, exclusive of Sundays and holidays, of the date of posting of the decision, or sooner in the event of actual receipt of personal service or fax confirmation. The appeal shall be based solely upon the record before the Executive Director. A three-member committee of the Skagit Transit Board, as appointed by the Board, shall decide the appeal. Contractor must submit their written argument to the Committee. The Committee may affirm or reverse the decision of the Executive Director or reverse the decision in part. The decision of the Committee shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as to constitute bad faith, or not supported by substantial evidence. No action challenging such decision shall be brought more than one year from the date of the Contractor's receipt of such decision.
- 10.04 Rights and Remedies:** The duties and obligations imposed by the Contract Documents and the rights and remedies herein shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Skagit Transit or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing. All claims, counterclaims, disputes and other matters in question between Skagit Transit and Contractor arising out of or relating to this Contract or its breach will be decided by mediation if the parties mutually agree, or in a court of competent jurisdiction within Skagit County, State of Washington. Either party may request in writing that a dispute be submitted to mediation. Absent an agreement to a mediator, the mediation shall be conducted by Judicial Dispute Resolution (JDR) located in Skagit County, Washington. The parties shall be equally responsible for the cost of any mediation. Mediation is optional and neither party is compelled to participate.
- 10.05** This "dispute" clause does not preclude consideration of law questions in connection with decisions provided for in the paragraphs above; provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

CD 11.00 EMERGENCY, DISASTERS AND FORCE MAJEURE

- 11.01 Force Majeure Definition:** The term "Force Majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force Majeure shall include acts of nature, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure.
- 11.02** The following shall be in effect during major emergencies or disasters:
- Contractor acknowledges that government agencies are procuring goods/services for benefit of the public and therefore agrees, in support of public good purposes, to consider these government customers as first priority and shall make a best effort to provide the requested goods/services in as timely a manner as practicable.
 - Contractor and Skagit Transit agree that a major emergency or disaster includes, but is not limited to: storms, high winds, earthquakes, floods, hazardous material releases, transportation mishaps, loss of utilities, fires, terrorist activities or combinations of the above.
 - In the event Contractor is unable to meet the delivery requirements, or is prevented from making delivery to the requested location, due to circumstances beyond its reasonable control, Contractor agrees to make such delivery as soon as practicable or shall immediately assist Skagit Transit in whatever reasonable manner to gain access to such goods or services or offer limited substitutions for consideration.
- 11.03 Notification:** If either party is delayed by Force Majeure, said party shall provide written notification to the other within forty-eight (48) hours. The notification shall provide evidence of the Force Majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.
- 11.04 Rights Reserved:** Skagit Transit reserves the right to cancel the Contract and/or purchase materials, equipment or services from the best available source during the time of Force Majeure and Contractor shall have no recourse against Skagit Transit.

CD 12.00 ENFORCEMENT COSTS

In the event of litigation between the Parties hereto, declaratory or otherwise, for the enforcement of this Contract, or as a result of this Contract in any way, the prevailing party shall be entitled to recover from the other party, its reasonable attorneys fees and other costs incurred in such action or proceeding. In the event that the Parties engage in arbitration, mediation or any other alternative dispute resolution (ADR) forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the ADR method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the ADR method.

CD 13.00 ENGLISH LANGUAGE

All documentation and any other written, oral, or other communications required in the performance of the Contract shall be prepared using the English language as used throughout the U.S. If English is not the prevalent language used at the job site, a person fluently proficient in the other language(s) used and in English shall be available to the representative during all working hours for interpretation.

CD 14.00 ERRORS AND OMISSIONS

If, at any time during the performance of this Contract, Contractor becomes aware of any errors, omissions, discrepancies and actual or potential problems between the Contract Documents and any federal, State or local law, rule, or regulation, Contractor shall give immediate written notice thereof to Skagit Transit's Contracts Administrator. Until such written notification has been given and one business day has elapsed, any services performed by Contractor after such discovery will be done at Contractor's risk.

CD 15.00 INDEMNIFICATION, HOLD HARMLESS AND STATUS

To the maximum extent permitted by law, Contractor shall defend, protect, indemnify and hold harmless Skagit Transit, its officers, employees and agents from and against any and all claims, demands, suits, penalties and liability of any kind, including injuries to persons or damages to property, which arise out of or are due to any acts, errors, or omissions of the Contractor, or the Contractor's employees, agents, and representatives in performing work and services under this Contract provided; however, that if such liability is caused by or results from the concurrent negligence of Skagit Transit, its officers, employees and agents, and the Contractor, or its 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 the Contractor to hold harmless or defend Skagit Transit, its officers, employees and agents from any claims arising from the sole negligence of Skagit Transit, its officers, employees and agents. The sole obligation to defend includes the payment of all reasonable attorney's fees and costs of Skagit Transit's defense of any claim, suit or action within the scope of this Section whether or not suit was instituted. Contractor specifically waives any immunity under the Industrial Insurance Act and assumes all liability for actions brought by him or his employees against Skagit Transit for injuries in the performance of this Contract. The Contractor represents that this waiver has been negotiated with Skagit Transit. Skagit Transit will give Contractor prompt notice in writing of the institution of any suit or proceeding and permit Contractor, through its counsel, to defend same and will give all needed information, assistance and authority to enable Contractor to do so. This Article does not modify any other articles regarding any other conditions as are elsewhere agreed to herein between the parties.

CD 16.00 INSPECTION AND REJECTION

- 16.01** Skagit Transit's inspection of all materials, equipment or services upon delivery is for the sole purpose of identification and shall not be construed as Final Acceptance or as acceptance of the materials, equipment or services if such does not conform to contractual requirements. If there are any apparent defects in the materials, equipment or services at the time of delivery, Skagit Transit will promptly notify Contractor thereof. If there are defects detected post-delivery, Skagit Transit will notify the Contractor with a description of such non-compliance. Within seven (7) days of receiving such written notification, Contractor shall provide Skagit Transit with a detailed written plan which indicates the time and methods needed to bring the work in compliance with the Contract. Without limiting any other rights, Skagit Transit may require the Contractor to: 1) repair or replace any or all of the damaged goods at Contractor's expense; 2) refund Skagit Transit the full price paid for any or all of the damaged goods and accept the return of such damaged goods. If Skagit Transit rejects Contractor's written plan, Contractor may be determined to be in material default of the Contract.
- 16.02** This procedure to remedy defects is not intended to limit or preclude any other remedies available to Skagit Transit by law, including those available under the Uniform Commercial Code, Title 62A RCW. Acceptance by Skagit Transit of unsatisfactory performance, with or without objection or reservation, shall not waive the

right to claim damage for breach, or terminate the contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.

CD 17.00 INSURANCE REQUIREMENTS

This section is supplemented with Special Provisions, Division 1, Section 1-07.18 – Insurance.

- 17.01** Contractor, at its sole expense and for the duration of the Contract, will purchase and maintain all insurance described herein to protect Skagit Transit against any and all claims for damages to persons or property arising under Contract performance, whether by reason of acts or omissions of the Contractor or anyone directly or indirectly employed by the Contractor, and shall hold Skagit Transit harmless for any claims presented to it as a result of the Contractor's negligence. Policies shall be endorsed and will not be canceled, materially changed or altered without thirty (30) days prior written notice submitted to the Skagit Transit Risk Manager. Any exclusion must be pre-approved by the Risk Manager.
- 17.02** **Additional Insured Endorsement:** Language such as the following will be used in the description area of the ACORD Certificate when referring to the "Contracting Agency": **"SKAGIT TRANSIT, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE NAMED ADDITIONAL INSURED AS RESPECTS TO CONTRACT 23-014"**.
- 17.03** **Errors and Omissions Endorsement:** For all errors and omissions for which the insured is held legally liable.
- 17.04** **Subcontractors:** Contractor shall include all subcontractors, regardless of tier, as insured under all insurance policies required herein, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor providing their own coverage will also name Skagit Transit as an Additional Insured on their General Liability insurance policies and such a copy will be provided to Skagit Transit. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.
- 17.05** **Excess Liability:** Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from liability in excess of such limits. Nothing contained within the insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.

- 17.06 Cancellation:** In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, Contractor shall provide written notice of such to Skagit Transit within one (1) business day of Contractor's receipt of such notice.
- 17.07 Attorney Fees:** If a lawsuit in respect to this insurance provision ensues and the amount of the liability claimed exceeds the amount of insurance coverage, Contractor shall authorize representatives of Skagit Transit to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim. Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by Skagit Transit, its officers, agents, and employees, Contractor shall pay the same.
- 17.08 Failure of Coverage:** Contractor's failure to fully comply with these insurance requirements during the term of the Contract shall be considered a material breach of contract upon which Skagit Transit may, after giving five (5) business days written notice to Contractor to correct the breach, immediately terminate the Contract; or at its discretion, alternatively procure and maintain in the name of the Contractor and at the Contractor's sole expense, such types of insurance to the extent deemed proper up to the amount of the required coverage(s). Skagit Transit may offset the cost of such insurance against payment due to the Contractor under the Contract. If Skagit Transit is damaged by the failure of the Contractor to maintain any of these insurance requirements, or to so notify Skagit Transit, then the Contractor shall bear all costs attributable thereto. Suspension or termination of this Contract shall not relieve Contractor from its insurance obligations hereunder. Furthermore, Contractor's failure to provide such insurance in a time frame acceptable to Skagit Transit shall enable Skagit Transit to suspend or terminate Contractor's Work hereunder in accordance with Contract provisions regarding "Termination For Convenience/Default".
- 17.09 Rights of Subrogation:** Skagit Transit reserves and retains its rights of subrogation and shall further have the right, at its election and expense, to pursue collection and recovery from any and all responsible third parties. Contractor shall cooperate with Skagit Transit in such recovery and collection, and shall make its records and personnel available. As to an accident or incident to which this paragraph is applicable, any and all sums so recovered by Skagit Transit as provided hereunder, after deduction only of court costs, shall be reimbursed to Contractor. The pendency of any collection efforts against third parties, including litigation, shall in no way delay or diminish the obligation of Contractor to promptly remit the sums due to Skagit Transit under the provisions of this subpart.

CD 18.00 JOINT VENTURE CONTRACTOR

In the event Contractor is a joint venture of two or more contractors or is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder. All grants, covenants, provisos, claims, rights, powers, privileges, and liabilities of the Contract shall be construed and held to be severally and jointly. Any notice, order direction, request or other communications required to be or that may be given by Skagit Transit to Contractor under this Contract shall be well and sufficiently given to all persons being Contractor if given to any one or more of such persons.

CD 19.00 JURISDICTION LAWS AND VENUE

This Contract shall be governed in all respects by the laws of the State of Washington and authorities having jurisdiction over the Contract work will be deemed to be included in the Contract the same as though herein written out in full. The jurisdiction for any action hereunder shall be exclusively brought in the Superior Court for Skagit County in the State of Washington.

CD 20.00 LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment, or services performed or delivered by Contractor shall be free of all liens, claims, or encumbrances of any kind.

CD 21.00 NON-DISCRIMINATION

- 21.01** Skagit Transit is an Equal Opportunity Employer. With respect to performance under this Contract, Contractor shall take such action as may be required to ensure full compliance with Chapter 49.60 RCW, Discrimination and Title VI of the Civil Rights Act of 1964. Contractor shall not discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age, Vietnam-era veteran status, disabled veteran status, income level, or disability; or the presence of any sensory, mental or physical handicap except for a bona fide occupational qualification with regard to, but not limited to the following: Employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services.
- 21.02** In all solicitations made by the Contractor for work to be performed under subcontract, including procurements of goods or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of its obligations under this Contract and the regulations relative to non-discrimination. Said assignment or subcontract shall include appropriate safeguards against discrimination, unless exempt by the regulations or directives issued pursuant thereto. In the event of breach of any of the above non-discrimination covenants, Skagit Transit shall have the right to terminate the Contract and hold the same as if said Contract had never been made or issued. Furthermore, Skagit Transit may bar the Contractor from performing any services for Skagit Transit now, or in the future, unless a showing is made satisfactorily to Skagit Transit that discriminatory practices have terminated and that recurrence of such action is unlikely.

CD 22.00 OWNERSHIP OF DOCUMENTS

All documents, data, drawings, specifications, software applications and other products or materials produced by Contractor in connection with this Contract shall be the property of Skagit Transit. All such documents, products and materials shall be forwarded to Skagit Transit at its request and may be used by Skagit Transit as it sees fit. Contractor shall preserve the confidentiality of all Skagit Transit documents and data accessed for use in Contractor's work product.

CD 23.00 PAYMENT

- 23.01** All payments under this Contract are considered reimbursement for goods delivered and services rendered. A request for payment is to be submitted with detailed documentation of the work completed, labor performed, and materials furnished in accordance with the Contract and shall represent the value of the work completed less any lawful deductions such as retainage, tax or as otherwise authorized. **Pre-payments are not permitted.**
- 23.02** Submitted pay requests must contain the following minimum information: 1) Contract Number; 2) Date of invoice; 3) Invoice number; 4) Quantity, unit measure, unit price and item description, as appropriate; 5) Total price for invoice; and 6) sales tax as a separate line item, if applicable. Contractor must ensure that all paperwork associated with a particular invoice references the same identifying number. For example, work orders, receiving documents, delivery tickets, etc. and the final invoice must all bear a corresponding number that links the paperwork together. Failure to comply with this requirement may delay payment.
- 23.03** If applicable, Contractor and its subcontractors shall have a business license with the City having jurisdiction over the contract work prior to any work beginning under the Contract. Failure to provide proof of a business license may delay payment of invoices.
- 23.04** **Invoices shall be submitted to:** Skagit Transit, Accounts Payable, 600 County Shop Lane, Burlington, WA 98233 for all transactions made during a calendar month by the 5th day of the following month.
- 23.05** **Approval of Invoices:** Prior to approval of payment, the Project Manager shall make verification of Work performed. Payment shall be based upon the Contractor's prices submitted on the Bid Form, except as may be modified by written Change Order, or on a separate written quotation for a specific aspect of individual jobs or items.

- 23.06 Payment:** Except for retainage, payment will be made within thirty (30) days after acceptance and approval of invoices by the Project Manager, *providing* a Labor and Industries approved "Statement of Intent to Pay Prevailing Wages" is received by Skagit Transit for the Contractor and every sub-contractor who performed under the Contract and Certified Payrolls have been received within the specified time. Acceptance of such payment by Contractor shall constitute full compensation for all supervision, labor, supplies, materials, Work, equipment and the use thereof, and for all other necessary expenses, incurred by the Contractor for the time period specified on the invoice.
- 23.07 Final Payment:** A final application for payment shall be prepared upon completion of the Work, satisfaction of any test requirements, and fulfillment of the Contract. Retainage will be administered in accordance with RCW 60.28 as outlined elsewhere in the Contract provisions.
- 23.08 Prompt Payment of Subcontractors:** The Contractor, as the prime contractor, is required to make payment to subcontractors within thirty (30) days from the receipt of each payment it receives from Skagit Transit for satisfactorily completed subcontractor work, whether such payment is a progress or final payment. Contractor further agrees to return any retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. If payment disputes arise between the Contractor and subcontractors, such disputes shall be resolved promptly through mediation or arbitration in order to prevent injury to small business subcontractors. Contractor shall specify in its subcontract agreements the dispute resolution method to be used. In addition, Contractor will not be paid for subcontractors' work unless it can show that a prompt payment method for subcontractors is in place. Contractor shall be required to provide copies of the subcontracts to Skagit Transit showing inclusion of these provisions, especially the federal clauses. Skagit Transit may withhold the applicable sum due a subcontractor for non-compliance with this Section.
- 23.09 Payment does not imply acceptance of Work:** The granting of any progress payment or payments by Skagit Transit, or the receipt thereof by Contractor, shall not constitute in any sense acceptance of the Work or a waiver of Skagit Transit's right to reject defective or non-conforming Work, materials, or equipment, even though the same is covered by the payment, nor is it a waiver of any other rights of Skagit Transit and shall in no way lessen the liability of the Contractor to remedy defective work, materials, equipment or service which does not conform to the Contract Documents, though the character of such Work may not have been apparent or detected at the time such payment was made. Materials, components, or service not conforming to the instructions or the contract requirements will be rejected and shall be replaced or remedied by Contractor without delay. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in RCW 39.76.

CD 24.00 PERFORMANCE STANDARDS

- 24.01** The word *service(s)*, as used in this clause, includes services performed, craftsmanship, and materials or products furnished or used in performing services. Contractor shall comply with recognized quality industry service standards as applicable. All references to standards, whether for delivery of goods, processes, assemblies, craftsmanship, performance, or similar purposes shall mean, unless otherwise noted, the most recent available published version of such standard. When reference is made to standards, the standards are to be made a part of this Contract and to have the same effect as if fully reproduced herein.
- 24.02** If at any time during the performance of this Contract the Contractor becomes aware of actual or potential problems, fault or defect in the project or any non-conformance with any Contract document, federal, State, or local law, rule, or regulation, Contractor shall give immediate written notice thereof to Skagit Transit's Contracts Administrator.
- 24.03** In the case of an emergency where Skagit Transit believes delay could cause serious injury, loss or damage, Skagit Transit may waive the written notice and either direct the Contractor correct the defect or correct the defect of its own accord. In either case, Contractor is responsible for all costs of remedying the defect and Skagit Transit will charge-back the cost for such repairs to the Contractor, including freight, regardless of who actually corrects the defect.
- 24.04 Non-Performance of Services:** If any unsatisfactory condition or deficiency is detected, or if any of the services performed do not conform to the Contract requirements, Skagit Transit shall give written notice to Contractor and request that the Work be performed again in conformity with the Contract. Contractor shall, within twenty-four (24) hours of receiving such notice, immediately facilitate the Work to repair the condition, correct the defect, error, or non-conformity to the satisfaction of the Skagit Transit Project Manager, or designee, and at no additional cost to Skagit Transit.

- 24.05** If Contractor fails to initiate any corrective action procedure after receiving the first notification of unsatisfactory performance, Skagit Transit reserves the right to dispatch a third party contractor, or use Force Account through use of Skagit Transit employees at a rate equal to the employee's hourly rate plus administrative costs, to perform or otherwise resolve any unacceptable work or scope of service. Contractor is responsible for all incurred costs, including freight, to resolve the documented issues performed by a third party contractor or Skagit Transit personnel. Skagit Transit will deduct such costs from any balance due, or which may become due, to the Contractor or charge-back the cost to the Contractor regardless of who actually corrects the defect.
- 24.06** After the first occurrence of any non-performance, Skagit Transit may send a "Notice of Non-Performance" to the Contractor detailing the exact nature of non-performance, remaining work to be performed, and the date of non-performance. Contractor shall acknowledge and respond to the Notice within three (3) business days of receipt and shall promptly proceed to remedy the situation described therein to Skagit Transit's satisfaction. Receipt of notice is evidenced upon signature of certified mail return receipt or three business (3) days after mailing.
- 24.07** Continued non-performance may result in Contract termination. A further finding of non-responsibility may be determined and any future bids by Contractor for Skagit Transit contracts may be rejected without consideration. Skagit Transit may also recommend the Contractor be removed from any Small Works Roster. Acceptance by Skagit Transit of unsatisfactory performance, with or without objection or reservation, shall not waive the right to claim damage for breach, or terminate the Contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.

CD 25.00 PROPERTY LIABILITY

Unless otherwise provided for, Contractor assumes the risk of, and shall be responsible for, any loss or damage to Skagit Transit furnished property in its possession, or in the possession of any agents or employees of the Contractor, resulting from Contractor's negligent or willful misconduct, except for reasonable wear and tear in the normal performance of this Contract. Contractor shall bear no liability for any negligent acts or abuse of property by Skagit Transit.

CD 26.00 RELATIONSHIP OF THE PARTIES – INDEPENDENT CONTRACTOR

- 26.01** The Contractor is, and shall be considered at all times during the term of this Contract, an independent contractor whereby the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee of Skagit Transit under chapter 41.06 Revised Code of Washington (RCW) or Title 51 RCW.
- 26.02** 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. The implementation of all services and the authority to control and direct the performance of the details of the Work lies solely with the discretion of the Contractor; however, the results of the Work contemplated herein must meet Skagit Transit's approval and shall be subject to Skagit Transit's general rights of inspection and review to secure the satisfactory completion thereof.

- 26.03** Any and all claims that may or might arise under the Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Contractor's employees or other persons while so engaged on any of the Work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.
- 26.04** Contractor shall indemnify and hold harmless Skagit Transit from and against any and all costs (including attorney fees incurred in defense) or liabilities (including payroll taxes, penalties or interest) arising out of any breach of the above representations and warranties or any assertions that the Contractor is not an independent contractor.
- 26.05** Upon Contract execution ("Effective Date"), Contractor agrees that it has a business account established with the Washington State Department of Revenue, and other State agencies as required by the particular case, for the payment of all State taxes normally paid by employers and businesses, and has registered for and received a Unified Business Identifier (UBI) number from the State of Washington.

CD 27.00 REPRESENTATIVES

- 27.01** **Skagit Transit Representatives.** The Contracts Administrator is Skagit Transit's designated representative for contract compliance. Skagit Transit's Project Manager is the designated primary representative for performance compliance. Both are listed on the front page of this Contract. The Engineer is the designated A&E Consultant ("Engineer") performing Construction Management and secondary Project Management on behalf of Skagit Transit. Skagit Transit designates _____ as its Resident Engineer.
- 27.02** **Contractor Representative.** Contractor shall appoint a representative as the contract liaison agent through whom Skagit Transit will communicate with the Contractor. Contractor shall respond to all written communications from Skagit Transit representatives within seven (7) calendar days from receipt.
- 27.03** Either party shall have the right to change any representative or address it may have given to the other party by giving such other party due notice in writing of such change.

CD 28.00 RISK OF LOSS AND TITLE

Regardless of FOB point, Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur before delivery and acceptance. Such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

CD 29.00 SERVICE OF NOTICES

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations desired or required to be given under this Contract by either party to the other shall be promptly made in writing and shall be sufficiently given if served upon the party to receive the same or if sent by certified mail, return receipt requested, postage prepaid, and addressed to the office of such representative as stated in this Contract, or to such other address as either party may hereafter designate in writing. Notice sent by mail shall be deemed to have been given three (3) calendar days after proper mailing. Contractor agrees to provide copies of any notices given Skagit Transit to such other persons or entities as Skagit Transit may require from time to time.

CD 30.00 STATE AND LOCAL LAW DISCLAIMER

In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, Skagit Transit and Contractor shall negotiate an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby.

CD 31.00 SUGGESTIONS TO CONTRACTOR

Any plan or method of Work suggested to the Contractor by Skagit Transit, but not specified or required in writing under the Contract, if adopted or followed by Contractor in whole or part, shall be used at the risk and responsibility of Contractor and Skagit Transit shall assume no responsibility therefore.

CD 32.00 SUPERVISION AND COORDINATION

Contractor shall: 1) Competently and efficiently, supervise and direct the implementation and completion of all Contract requirements specified herein; 2) Designate a representative for the Work under this Contract to which all communications given by Skagit Transit to the representative or shall be binding on Contractor.

CD 33.00 SUSPENSION OF CONTRACT

Skagit Transit may at any time and without cause suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days by written notice to Contractor. Skagit Transit will not be liable for any additional travel costs incurred by Contractor while the Work is suspended. Contractor shall resume performance within fifteen (15) calendar days of written notice from Skagit Transit.

CD 34.00 TERMINATION

34.01 Termination for Convenience. Skagit Transit may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in Skagit Transit's best interest. After receipt of a written Notice of Termination, and except as directed by Skagit Transit, Contractor shall immediately stop work as directed in the Notice and comply with all other requirements in the Notice. Contractor shall be paid its costs on only that portion of the Work satisfactorily performed up to the date of termination as specified in the Notice. Contractor shall promptly submit its termination claim to Skagit Transit, together with detailed supporting documentation, to be paid to Contractor. If Contractor has any property in its possession belonging to Skagit Transit, Contractor will account for the same, and dispose of it in the manner Skagit Transit directs.

34.02 Termination for Default. If the Contractor does not deliver supplies in accordance with the Contract delivery schedule, or fails to prosecute the Work or any separable part with the diligence that will ensure completion within the time specified in this Contract or any extension, or fails to complete the Work within this time, or if the Contractor fails to comply with any other provision of this Contract, Skagit Transit may terminate this Contract for default. Termination shall be effected by Skagit Transit serving a Notice of Termination on the Contractor specifying the nature of the default and the effective date of termination. In this event, Skagit Transit may assume the Work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and facilities on the Work site necessary for completing the Work. Contractor and its sureties shall be liable for any damage to Skagit Transit resulting from Contractor's refusal or failure to complete the Work within the specified time, whether or not Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by Skagit Transit in completing the Work. Contractor will only be paid the Contract Price for supplies delivered and accepted, or on only that portion of the Work satisfactorily performed in accordance with the manner of performance set forth in the Contract, less any damages to Skagit Transit caused by such default, up to the date of termination as specified in the Notice. If Contractor has any property in its possession belonging to Skagit Transit, Contractor will account for the same and dispose of it in the manner Skagit Transit directs.

Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

- 1) The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Skagit Transit, acts of another contractor in the performance of a contract with Skagit Transit, epidemics, quarantine restrictions, strikes, freight embargoes; and
- 2) Contractor, within ten (10) calendar days from the beginning of any delay, notifies Skagit Transit in writing of the causes of delay. If in the judgment of Skagit Transit the delay is excusable, the time for completing the Work shall be extended. The judgment of Skagit Transit shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Skagit Transit.

- 34.03** **Opportunity to Cure.** Skagit Transit in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days 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. If Contractor fails to remedy to Skagit Transit's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) calendar days after receipt by Contractor of written notice from Skagit Transit setting forth the nature of said breach or default, Skagit Transit shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Skagit Transit from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- 34.04** **Waiver of Remedies for any Breach.** In the event that Skagit Transit elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Skagit Transit shall not limit Skagit Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

CD 35.00 **WAIVER OF RIGHTS BY SKAGIT TRANSIT**

Skagit Transit shall be deemed to have waived a right or remedy only if issued or confirmed in writing as a waiver by Skagit Transit. No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right and remedy.

CD 36.00 **WARRANTY OF TITLE**

- 36.01** 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 Skagit Transit towards the value of materials delivered to the site of the Work, or stored subject to or under the control of Skagit Transit. Title to all such materials shall become the property of Skagit 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 Skagit Transit, whichever occurs earlier.
- 36.02** No material, supplies, equipment, or items for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein, or in any part thereof, is retained by the seller or supplier. Contractor shall warrant good title to all materials, supplies, equipment, and items installed or incorporated in the Work and are free from any claims, liens, or charges. Neither the Contractor, nor any person, firm, nor corporation furnishing any material or labor for any Work covered by this Contract shall have any right to lien upon any improvement or appurtenance thereon. This Article shall not defeat or impair the right of the persons furnishing materials or labor to recover under any Payment Bond given by the Contractor for their protection, or any rights under State law permitting such persons to look to retained funds due the Contractor in the hands of Skagit Transit.
- 36.03** The provisions of this Article shall be inserted or referenced in, or otherwise made a part of all sub-contracts and material contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work whenever no formal contract is entered into for such materials. Additionally, as part of the sub-contract, material contract, or notice, Contractor shall provide to such sub-contractors and suppliers the name, address, and phone number of the Contractor's bonding company and the bond number applicable to the Contract under which the sub-contractor or supplier would make its claim.

END OF SECTION 4

SECTION 5 REQUEST FOR CLARIFICATIONS / APPROVED ALTERNATES

Use this form to clarify the meaning of items in the Bid Documents or to request changes/substitutions.

FAX TO: 360-757-8019 ATTN: Jo-Ann Wynne, Procurement and Contracts Coordinator

Company Name: _____

Fax: _____ Phone: _____ E-mail: _____

In the space below, first state the Document Reference (section, part, subpart, page, etc. to which you are referring) followed by your questions, requests for information, clarification, approved alternates (substitutions), etc. Attach additional copies of this form if necessary.

Submitted By: _____
Signature

Date

.....
Skagit Transit Response:

Written response to questions attached/faxed to _____ on _____

Bidder's Request ➔ Approved: _____ Denied: _____ Question(s) answered: _____

Skagit Transit Comments:

****Optional Use Form****

SECTION 6 BID FORM**PART 1 – INSTRUCTIONS**

All entries below shall be legible and entered in ink or typed. Do not leave an item blank or your bid may be considered non-responsive. Mark spaces that do not apply to your firm with the initials "N/A" (Not Applicable).

PART 2 – CONTRACTOR INFORMATION

Business Name, as registered: _____

Type of Business (sole proprietorship, partnership, corporation, other) _____

Name & Title of person preparing bid: _____

Mailing Address, including Zip Code: _____

Physical Address, including Zip Code: _____

Telephone/Fax Numbers, including Area Code: Ph: _____ Fax: _____

E-mail Address: _____

Federal Tax Identification Number: _____

WA State Contractor Registration Number: _____

WA Unified Business Identification (UBI) Number: _____

WA Industrial Insurance Account Identification Number: _____

WA Employment Security Dept. Number: _____

WA State Excise Tax Registration Number: _____

DBE / OMWBE / MBE / SDB Certification Number(s): _____

PART 3 – RECEIPT OF ADDENDA

3.1 *Call Jo-Ann Wynne or email jwynne@skagittransit.org, Skagit Transit, prior to filling out this part to check for issued Addenda. FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN YOUR BID BEING CONSIDERED NON-RESPONSIVE.*

3.2 Receipt of the following Addenda is acknowledged:

Addendum No.: _____ Received By: _____ Date: _____

Addendum No.: _____ Received By: _____ Date: _____

Addendum No.: _____ Received By: _____ Date: _____

Addendum No.: _____ Received By: _____ Date: _____

Addendum No.: _____ Received By: _____ Date: _____

3.3 No Addenda Received _____ (initial)

PART 4 – BIDDER'S CERTIFICATION AND GUARANTEE**4.1 I/WE CERTIFY**, that to the best of my/our knowledge and belief that I/we fully understand:

- ❖ The nature of the Work and the goal of the Project;
- ❖ The instructions and requirements of the Contract Documents;
- ❖ The terms and conditions of the Contract Documents;
- ❖ That all costs are included this Bid;
- ❖ That the information contained in this Bid is accurate and complete;
- ❖ The offer shall be kept open for a period of sixty (60) days from the Bid Due Date;
- ❖ That I/we have the legal authority to commit this company to a contractual agreement;
- ❖ That final funding is based upon budget amounts approved by the Skagit Transit Board of Directors.
- ❖ That the submitted bid will become part of the public record.

4.2 I/WE GUARANTEE to complete the Work within ninety (90) Working Days following receipt of a Notice To Proceed, should I/We be the successful Bidder.

 Authorized Signature

 DATE

Printed Name & Title: _____

Company Name: _____

PART 5 – BID SCHEDULE A – BUS PULLOUT IMPROVEMENTS

NOTE: Unit prices for all items and the total amount Bid must be shown. The Project must be bid in its entirety, including all Bid Items as specifically listed in the IFB, in order to be considered a responsive Bid. Where conflict occurs between the unit price and the total amount named for any items, the unit price typed or printed and entered in ink shall prevail. Skagit Transit reserves the right to award all Work bid according to the lowest qualified responsive Bid tendered, available funds, and as it best serves the interest of Skagit Transit. All Work awarded will be made to the same Bidder as Contractor.

Having carefully examined all documents for this Project, as well as the site of the Work, and the availability of materials and labor we, the above signed Bidder, propose to perform all Work identified herein in strict compliance with the Specifications, Plans, terms and conditions contained within the Contract Documents for the amounts set forth below:

ITEM NO.	SPEC SECTION	ITEM	QUANTITY	UNIT	UNIT COST	PRICE
1	1-04 SP	Unexpected Site Changes	1	FA	\$1,000.00	\$1,000.00
2	1-05.4 SP	Roadway Surveying	1	LS	\$	\$
3	1-05.4 SP	ADA Features Surveying	1	LS	\$	\$
4	1-09.7	Mobilization	1	LS	\$	\$
5	1-10.4 SP	Project Temporary Traffic Control	1	LS	\$	\$
6	2-01	Clearing and Grubbing	0.03	AC	\$	\$
7	2-02.5 SP	Removing Cement Concrete Sidewalk	10	SY	\$	\$

ITEM NO.	SPEC SECTION	ITEM	QUANTITY	UNIT	UNIT COST	PRICE
8	2-02	Removing Chain Link Fence	40	LF	\$	\$
9	4-04	Crushed Surfacing Top Course	20	CY	\$	\$
10	6 SP	Pedestrian Railing	80	LF	\$	\$
11	8-01	Silt Fence	195	LF	\$	\$
12	8-01	Street Cleaning	4	HR	\$	\$
13	8-01	Inlet Protection	1	EA	\$	\$
14	8-02.3 SP	Seeding, Fertilizing, and Mulching	130	SY	\$	\$
15	8-12.2 SP	Chain Link Fence Type 4	10	LF	\$	\$
16	8-12	Single 6 Ft. Chain Link Gate	1	EA	\$	\$
17	8-14 SP	Cement Conc. Sidewalk	13	SY	\$	\$
18	8 SP	Concrete Bus Shelter Slab	1	EA	\$	\$
19	8 SP	Cement Conc. Ramp	1	EA	\$	\$
20	8 SP	Chain Link Fence Lock	1	EA	\$	\$
21	8 SP	Chain Link Fence Adapter	1	EA	\$	\$
Washington State Sales Tax (8.6%) This Bid Schedule						N/A*
TOTAL BID AMOUNT				\$		

*Contractor/Bidder shall familiarize themselves with Washington State Revenue Rule 171 prior to submitting Bid. See also Section 1-07.2(1) of the Standard Specifications.

SECTION 7 BIDDERS AFFIDAVIT**NON-COLLUSION**

The Bidder affirms that, in connection with this bid, the prices or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition and that the proposal herewith submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and further says that the said Bidder has not directly, or indirectly, induced or solicited any bidder on the above work or supplies to put a sham proposal, or any other person or corporation to refrain from bidding; and that said Bidder has not in any manner sought by collusion to secure to himself an advantage over any other bidders.

CONFLICTS OF INTEREST & ANTI-KICKBACKS

In regards to any performance of the Work or the provision of services or materials under the Contract resulting from this solicitation the Bidder affirms that:

1. It has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under this Contract and that it shall not employ any person or agent having such interest. In the event that the Bidder, as Contractor, or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to Skagit Transit and take immediate action to eliminate the conflict or to withdraw from said Contract as Skagit Transit may require.
2. No officer, employee, Board member, agent of Skagit Transit, or family member of same shall have or acquire any personal interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal and that no such gratuities were offered or given by the Bidder or any of its agents, employees or representatives, to any official, member or employee of Skagit Transit or other governmental agency with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the award or performance of this Contract.

CONTINGENT FEES AND GRATUITIES

The Bidder affirms that in connection with this bid:

1. No person or selling agency, except bona fide employees or designated agents or representatives of the Bidder, has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of Skagit Transit or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

SEGREGATED FACILITIES

The Bidder certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity or Civil Rights clause in any contract resulting from acceptance of this bid. As used in this Certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise.

DEBARMENT AND SUSPENSION

The Bidder 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 (3) 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 or destruction 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 in Paragraph 2 above; and
4. Have not within a three (3) year period preceding this bid had one or more public transactions (federal, State or local) terminated for cause or default.

If Bidder is unable to certify to any of the statements in this certification, the Bidder shall attach an explanation to this section.

Note: The penalty for making false statements in offers is described in 18 U.S.C. 1001.

THE BIDDER 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 USC SECTIONS 3802, *ET SEQ.*, ARE APPLICABLE THERETO.

AUTHORIZED SIGNATURE

DATE

Printed Name & Title _____

Company Name _____

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public in and for the State of _____,

residing in _____

****THIS FORM MUST BE NOTARIZED AND SUBMITTED WITH YOUR BID****

SECTION 8

DBE BIDDERS LIST – DBE AND SBE

This information is not used in determining award of contract or in evaluating your bid or proposal in any way. Providing this information is voluntary.

Company Name: _____

Company Address: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Authorized Signature: _____

Printed Name and Title: _____

Date Signed: _____

Is your firm a Disadvantaged Business Enterprise (DBE) registered with the State of Washington Office of Minority and Women's Business Enterprises?

☐ Yes

☐ No

Is your firm a Small Business Enterprise (SBE) meeting the size requirements of 49 CFR Part 26.65 whereby average annual gross receipts for the previous three years do not exceed \$22.41 million (or as adjusted for inflation by the Secretary of USDOT)?

☐ Yes

☐ No

How long has your firm been in business? _____

Please check the box that describes your total (national) gross annual receipts:

☐ Less than \$500,000

☐ \$3,000,001 - \$3,500,000

☐ \$500,000 - \$1,000,000

☐ \$3,500,001 - \$4,000,000

☐ \$1,000,001 - \$1,500,000

☐ \$4,000,001 - \$4,500,000

☐ \$1,500,001 - \$2,000,000

☐ \$4,500,001 - \$5,000,000

☐ \$2,000,001 - \$2,500,000

☐ \$5,000,001 - \$5,500,000

☐ \$2,500,001 - \$3,000,000

☐ Greater than \$5,500,000

Please return this form to Skagit Transit's Contracts Administrator, 600 County Shop Lane, Burlington, WA 98233 or include it with your bid or proposal. Thank you very much!

****Optional Use Form****

SECTION 9 BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

_____, as PRINCIPAL and _____
_____, a corporation duly organized under the laws of the State of _____, and
authorized to do business in the State of Washington, as SURETY, are held and firmly bound unto the SKAGIT
TRANSIT SYSTEM, as OBLIGEE, in the full and penal sum of five percent (5%) of the total amount of the bid proposal
of said PRINCIPAL for the work hereinafter described, for the payment of which, well and truly to be made, we bind our
heirs, executors, administrators and assigns, and successors and assigns, jointly and severally by these presents.

The condition of this bond is such, that whereas the PRINCIPAL is herewith submitting its sealed proposal for the
following construction, to wit:

MARKETPLACE DRIVE BUS STOP IFB 23-014

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by the PRINCIPAL be accepted, and the contract be awarded to said
PRINCIPAL, and if said PRINCIPAL shall duly make and enter into and execute said contract and shall furnish bonds
as required by the OBLIGEE within a period of twenty (20) days from and after said award, exclusive of the day of such
award, then this bond shall be null and void, otherwise it shall remain and be in full force and effect. Alternatively, if
the PRINCIPAL, after submitting a bid for the above named project, is awarded the contract and fails to provide bonds
acceptable to the OBLIGEE, the PRINCIPAL shall forfeit to the OBLIGEE and pay the penal amount of the Bid Deposit.

IN TESTIMONY WHEREOF, The PRINCIPAL and SURETY have caused these presents to be signed and sealed this
_____ day of _____, 2023


By _____
Principal

By _____
Surety

Contractor Name

**** THIS FORM MUST BE SUBMITTED WITH YOUR BID ****

Section 10 NO BID NOTICE FORM

	600 County Shop Lane Burlington, WA 98233 Fax: 360-757-8019	<p style="text-align: center;">IFB # 23-014</p> <p style="text-align: center;">MARKETPLACE DRIVE BUS STOP</p>
<p>If your firm elects to not submit a response to this solicitation, please complete this form and return to: Jo-Ann Wynne, Procurement and Contracts Coordinator.</p>		

NO BID NOTICE

A response to the solicitation is not being submitted for the following reason(s):

- | | |
|---|--|
| <input type="checkbox"/> We do not provide the required goods or services | <input type="checkbox"/> Cannot meet delivery or response time requirements |
| <input type="checkbox"/> The project scope is too small | <input type="checkbox"/> Licensing restrictions (please explain below) |
| <input type="checkbox"/> The project scope is too large | <input type="checkbox"/> Insufficient time to prepare submittal |
| <input type="checkbox"/> Specifications are not sufficiently defined | <input type="checkbox"/> Cannot comply with contract terms and conditions (please specify below) |
| <input type="checkbox"/> Cannot handle due to present work load | <input type="checkbox"/> Other reasons (please explain below) |

ADDITIONAL REASONS / COMMENTS:

I/We wish to respond to similar services in the future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title		Date
Do not write in this space		Firm Name	
		Address	
		City	
		State	Zip Code
		Telephone Number	

****Optional Use Form****

Section 11 SAMPLE PERFORMANCE BOND

NOTE: THIS FORM MUST BE USED – NO SUBSTITUTE IS ACCEPTABLE

Skagit Transit Contract #23-014

Bond No. _____

The Skagit Transit System (OBLIGEE) has awarded to _____ (PRINCIPAL), a contract for the construction of the project designated as _____, Project No. _____, in Skagit 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 _____ US 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 _____

Name, address and telephone of local office/agent of Surety Company is:

END OF SECTION 11

SECTION 12 SAMPLE LABOR AND MATERIALS PAYMENT BOND

NOTE: THIS FORM MUST BE USED – NO SUBSTITUTE IS ACCEPTABLE

Skagit Transit Contract #23-014

Bond No. _____

The Skagit Transit System (OBLIGEE) has awarded to _____ (PRINCIPAL), a contract for the construction of the project designated as _____, Project No. _____, in Skagit County, Washington (Contract), and said PRINCIPAL is required under the terms of that Contract to furnish a Payment Bond.

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 promptly pay all persons performing labor or furnishing materials for the prosecution of the Work provided in the aforesaid Contract, and any authorized extension or modification thereof, 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 Titles 50 and 51 RCW and all taxes imposed on the PRINCIPAL under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect subject; however, to the following condition:

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, the Specifications, 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.

SURETY shall indemnify, defend, and protect the OBLIGEE against any claim of direct or indirect loss resulting from the failure of the PRINCIPAL (or any of the employees, subcontractors, or lower tier subcontractors of the PRINCIPAL) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, or any other person who provides supplies or provisions for carrying out the Work.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

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 _____

Name, address and telephone of local office/agent of Surety Company is:

END OF SECTION 12

SECTION 13 SAMPLE OPTION FOR MANAGEMENT OF RETAINAGE

DECLARATION OF OPTION FOR MANAGEMENT
OF STATUTORY RETAINAGE

PROJECT NO.: 23-014 / MARKETPLACE DRIVE BUS STOP

Note: This form must be submitted at the time the Contractor executes the Contract. Contractor shall designate the option desired by checking the appropriate space.

Monies reserved under provisions of **Chapter 60.28.011 RCW**, at the option of the Contractor, shall be:

- 1) ☐ Guarantee Deposit. When this option is chosen, Skagit Transit will deposit monies in a fund called "Retainage" and hold it as a liability in Skagit Transit's accounting system. Retained funds will be released by issuing a check to the Contractor for the retained amount. No interest is payable to the Contractor.
- 2) ☐ Assignment of Retained Savings. When this option is chosen, Contractor must complete the "Assignment of Retained Savings" form. Skagit Transit will deliver a retainage check payable to the Contractor and bank jointly, representing the sum of the monies reserved, in an interest-bearing account. Interest will be paid to the Contractor directly, rather than kept on deposit. Please state the name of your bank: _____
- 3) ☐ Escrow / Investments. When this option is chosen, Contractor must complete the "Escrow Agreement" form. Skagit Transit will deliver a retainage check, representing the sum of the monies reserved, payable to the Contractor and a selected bank, or trust company, jointly. The bank will then invest the funds in securities or bonds selected by the Contractor, and approved by Skagit Transit, and will be held in escrow until forty-five (45) days following the Final Acceptance of the improvement or work as completed. Interest will be paid to the Contractor as it accrues.

Preferred bank: _____

Securities/bonds: _____

The Contractor, in choosing option (2) or (3), agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

Retainage shall be released forty-five (45) days after the date of Final Acceptance, and contract release from the WA State Department of Revenue, Department of Labor and Industries, and the Employment Security Department, and all liens are settled, whichever date is later.

Company Name

Date

Contractor's Signature

Title

Print Name

Phone Number

END OF SECTION 13

**SECTION 14 SAMPLE NOTICE OF CONTRACT AWARD
DATE**

TO: XXXXXX

VIA MAIL AND FAX #

Dear _____:

Congratulations! This is to notify that your Bid has been accepted by the Skagit Transit Board of Directors for the following Project:

MARKETPLACE DRIVE BUS STOP

The mailed version of this letter will include two duplicate originals of Contract #23-014-F. Please sign both originals where indicated and return them to my attention, including the following forms and other requested documents, no later than June ____, 2023:

- ACORD Certificate of Insurance, including copies of all Endorsements
- Declaration of Option for Management of Statutory Retainage form
- W-9 Request for Taxpayer I.D. form
- Payment Bond (must use this form only; no other form is acceptable)
- Performance Bond (must use this form only; no other form is acceptable)
- List of all subcontractors, their UBI numbers and their duties

You should submit all other documents and submittals when and as required by the Contract Documents or as requested by Skagit Transit. A written Notice To Proceed will be issued once all the above mentioned documents are received. Until this Notice is given, no Work under the Contract may commence. Skagit Transit will not be liable for payment of any work performed prior the issuance of a Notice To Proceed.

This Notice does not alter or modify any of the terms of the Contract or other Contract Documents. Should you have any questions in this regard, please contact me at 360-757-8801 or jwynne@SkagitTransit.org.

END OF SECTION 14

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SKAGIT TRANSIT

INVITATION FOR BIDS #23-014

FOR

MARKETPLACE DRIVE BUS STOP

SPECIAL PROVISIONS

INTRODUCTION

This Contract shall be constructed in accordance with the 2023 Standard Specifications for Road, Bridge, and Municipal Construction.

SPECIAL PROVISIONS

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.
(Regions ¹ date)	Region 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

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

Division 1
General Requirements

DESCRIPTION OF WORK

(March 13, 1995)

This Contract provides for the improvement of *** Marketplace Drive Bus Stop *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-02 Bid Qualifications and Procedures

1-02.1 Prequalification of Bidders

Section 1-02.1, including title, is deleted and replaced with the following:

(April 2, 2018)
Vacant

1-02.6 Preparation of Proposal

The fourth paragraph of Section 1-02.6 is revised to read:

(August 2, 2004)

The fifth and sixth paragraphs of Section 1-02.6 are deleted.

1-04 Scope of the Work

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

Section 1-04.2 is modified as follows:

(***)**

The second paragraph and associated list of Section 1-04.2 are deleted.

Section 1-04.2 is supplemented with the following:

(***)**

1-04.4(1) Minor Changes

Section 1-04.4(1), including title, is revised to read as follows:

1-04.4(1) Unexpected Site Changes

Payments or credits for changes amounting to \$15,000 or less may be made under the Bid item "Unexpected Site Changes". At the discretion of the Contracting Agency, this procedure for Unexpected Site Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes.

Contractor will be provided a copy of the completed order for Unexpected Site Changes. The agreement for the Unexpected Site Changes will be documented by signature of the Contractor, or notation of verbal agreement. If Contractor is in disagreement with anything required by the order for Unexpected Site Changes, Contractor may protest the order as provided in Section 1-04.5.

Payments will be determined in accordance with Section 1-09.6. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount for "Unexpected Site

Changes" in the Proposal to become a part of the total Bid by the Contractor. Credits will be determined in accordance with Section 1-09.4.

1-05 Control of Work

1-05.4 Conformity With and Deviations from Plans and Stakes

Section 1-05.4 is supplemented with the following:

(January 13, 2021)

Contractor Surveying - Roadway

The Contracting Agency has provided primary survey control in the Plans.

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the roadbed, drainage, surfacing, paving, channelization and pavement marking, illumination and signals, guardrails and barriers, and signing. Except for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

The Contractor shall inform the Engineer when monuments are discovered that were not identified in the Plans and construction activity may disturb or damage the monuments. All monuments noted on the plans "DO NOT DISTURB" shall be protected throughout the length of the project or be replaced at the Contractors expense.

Detailed survey records shall be maintained, including a description of the work performed on each shift, the methods utilized, and the control points used. The record shall be adequate to allow the survey to be reproduced. A copy of each day's record shall be provided to the Engineer within three working days after the end of the shift.

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 survey work shall include but not be limited to the following:

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.
2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.
3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.
4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor

5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.
6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes 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. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.
7. Establish intermediate elevation benchmarks as needed to check work throughout the project.
8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.
9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.
10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

The Contractor shall provide the Contracting Agency copies of any calculations and staking data when requested by the Engineer.

The Contractor shall ensure a surveying accuracy within the following tolerances:

	<u>Vertical</u>	<u>Horizontal</u>
Slope stakes	±0.10 feet	±0.10 feet
Subgrade grade stakes set 0.04 feet below grade	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Stationing on roadway	N/A	±0.1 feet
Alignment on roadway	N/A	±0.04 feet
Surfacing grade stakes	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Roadway paving pins for surfacing or paving	±0.01 feet	±0.2 feet (parallel to alignment) ±0.1 feet (normal to alignment)

1 The Contracting Agency may spot-check the Contractor's surveying. These spot-checks will not
2 change the requirements for normal checking by the Contractor.

3
4 When staking roadway alignment and stationing, the Contractor shall perform independent checks
5 from different secondary control to ensure that the points staked are within the specified survey
6 accuracy tolerances.

7
8 The Contractor shall calculate coordinates for the alignment. The Contracting Agency will verify these
9 coordinates prior to issuing approval to the Contractor for commencing with the work. The Contracting
10 Agency will require up to seven calendar days from the date the data is received.

11
12 Contract work to be performed using contractor-provided stakes shall not begin until the stakes are
13 approved by the Contracting Agency. Such approval shall not relieve the Contractor of responsibility
14 for the accuracy of the stakes.

15
16 Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are needed that are
17 not described in the Plans, then those stakes shall be marked, at no additional cost to the Contracting
18 Agency as ordered by the Engineer.

19 20 **Payment**

21 Payment will be made for the following bid item when included in the proposal:

22
23 "Roadway Surveying", lump sum.

24
25 The lump sum contract price for "Roadway Surveying" shall be full pay for all labor, equipment,
26 materials, and supervision utilized to perform the Work specified, including any resurveying, checking,
27 correction of errors, replacement of missing or damaged stakes, and coordination efforts.

28
29 **(April 2, 2018)**

30 **Contractor Surveying – ADA Features**

31 **ADA Feature Staking Requirements**

32 The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes,
33 and grades necessary for the construction of the ADA features. Calculations, surveying, and
34 measuring required for setting and maintaining the necessary lines and grades shall be the
35 Contractor's responsibility. The Contractor shall build the ADA features within the specifications
36 in the Standard Plans and contract documents.

37 38 **ADA Feature As-Built Measurements**

39 The Contractor shall be responsible for providing electronic As-Built records of all ADA feature
40 improvements completed in the Contract.

41
42 The survey work shall include but not be limited to completing the measurements, recording the
43 required measurements and completing other data fill-ins found on the ADA Measurement Forms,
44 and transmitting the electronic Forms to the Engineer. The ADA Measurement Forms are found
45 at the following website location:

46
47 <https://wsdot.wa.gov/engineering-standards/design-topics/design-ada>

48
49 In the instance where an ADA Feature does not meet accessibility requirements, all work to
50 replace non-conforming work and then to measure, record the as-built measurements, and
51 transmit the electronic Forms to the Engineer shall be completed at no additional cost to the
52 Contracting Agency, as ordered by the Engineer.

53 54 **Payment**

55 Payment will be made for the following bid item that is included in the Proposal:

"ADA Features Surveying", lump sum.

The unit Contract price per lump sum for "ADA Features Surveying" shall be full pay for all the Work as specified.

1-08 Prosecution and Progress

1-08.4 Prosecution of Work

The first section of 1-08.4 is revised to read:

(August 7, 2006)

The Contractor shall begin work no earlier than the begin work date stated in the written notice provided by the Engineer. The Engineer will provide a minimum of 10 calendar days written notice for the date identified as the first working day.

1-08.5 Time for Completion

Section 1-08.5 is supplemented with the following:

(March 13, 1995)

This project shall be physically completed within *** \$\$\$30\$\$\$ *** working days.

1-08.9 Liquidated Damages

Section 1-08.9 is supplemented with the following:

(September 8, 2020)

Liquidated damages in the amount of *** \$\$\$850.00\$\$\$ *** per working day will be assessed for failure to physically complete the Contract within the physical completion time specified.

1-10 Temporary Traffic Control

1-10.2 Traffic Control Management

Section 1-10.2 is supplemented with the following:

(January 10, 2022)

Work Zone Safety Contingency

Enhancements to improve the effectiveness of the accepted traffic control plans to increase the safety of the work zones shall be discussed on a weekly basis between the Contractor and the Contracting Agency. Enhancements shall be mutually agreed upon by the Contractor and Engineer prior to performing any Work to implement the enhancement.

Enhancements do not include the use of Uniformed Police Officers or WSP, address changes to the allowed work hour restrictions, or changes to the staging plans in the Contract (if applicable). If allowed by the Engineer, these items will be addressed in accordance with Section 1-04.4.

The Contractor shall be solely responsible for submitting any traffic control plan revision to implement the enhancement in accordance with Section 1-10.2(2).

1-10.2(1) General

Section 1-10.2(1) is supplemented with the following:

(January 10, 2022)

The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035
<https://www.nwlett.edu>

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778
<https://www.esc.org>

The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022
Training Dept. Toll Free (877) 642-4637
Phone: (540) 368-1701
<https://altssa.com/training>

Integrity Safety
13912 NE 20th Ave.
Vancouver, WA 98686
(360) 574-6071
<https://www.integritysafety.com>

US Safety Alliance
(904) 705-5660
<https://www.ussafetyalliance.com>

K&D Services Inc.
2719 Rockefeller Ave.
Everett, WA 98201
(800) 343-4049
<https://www.kndservices.net>

1-10.4 Measurement

Lump Sum Bid for Project (No Unit Items)

Section 1-10.4(1) is supplemented with the following:

(August 2, 2004)

The proposal contains the item "Project Temporary Traffic Control", lump sum. The provisions of Section 1-10.4(1) shall apply.

**Division 2
Earthwork**

2-02 Removal of Structures and Obstructions

2.-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters

Section 2-02.3(3) is supplemented with the following:

(September 8, 1997)

The approximate thickness of the existing cement concrete sidewalk is 4"

2-02.4 Measurement

(October 25, 1999)

Sidewalk removal will be measured by the square yard.

2-02.5 Payment

Section 2-02.3(5) is supplemented with the following:

(November 3, 1999)

"Removing *** Cement Conc. *** Sidewalk", per square yard.

Division 6
Structural

Pedestrian Railing

NEW

Description

This Work shall consist of furnishing the labor, materials, tools, equipment, and services for Pedestrian Railing, as indicated in the Plans, in accordance with these Special Provisions.

Materials

Materials shall meet the requirements of the following sections:

Metal Railing	9-06.18
---------------	---------

Construction Requirements

Metal railing includes posts, web members, and horizontal members of the sidewalk and roadway railing. Unless the Contract indicates otherwise, railings must be made of aluminum alloy or steel.

Before fabricating the railing, submit Shop Drawings for the Engineer's review. The Contractor may substitute other rail connection details for those shown on the Drawings if details of these changes are shown and noted in the Shop Drawings and if the Engineer approves.

Anchor bolts must be positioned with a template to ensure that bolts match the hole spacings of the bottom channels or anchorage plates. Where specified, cover plates must fit the bottom channel tightly after being snapped into position. Metal railings must be installed true to line and grade (or camber). After first setting the railing, readjust all or part, as necessary to create an overall line and grade as indicated on the Drawings.

Measurement

Pedestrian Railing will be measured per linear foot along the line and slope at the base of the completed railing per Plans.

Payment

Payment will be made for the following Bid item:

"Pedestrian Railing", per linear foot.

Division 8
Miscellaneous Construction

8-02 Roadside Restoration

8-02.3 Seeding and Fertilizing

Section 8-02.4(9)B is supplemented with the following:

(September 3, 2019)

Grass seed shall be a commercially prepared mix, made up of low growing species which will grow without irrigation at the project location, and accepted by the Engineer. The application rate shall be two pounds per 1000 square feet.

8-12 Chain Link Fence and Wire Fence

8-12.2 Materials

Section 8-12.2 is supplemented with the following:

(September 8, 2020)

Coated Chain Link Fence

Chain link fence fabric shall be hot-dip galvanized with a minimum of 0.8 ounce per square foot of surface area.

Fencing materials shall be coated with an ultraviolet-insensitive plastic or other inert material at least 2 mils in thickness. Any pretreatment or coating shall be applied in accordance with the manufacturer's written instructions. The Contractor shall provide the Engineer with the manufacturer's written specifications detailing the product and method of fabrication. (***) The color shall be green (**).

Samples of the coated fencing materials shall have received the Engineer's acceptance prior to installation on the project.

The Contractor shall supply the Engineer with 10 aerosol spray cans containing a minimum of 14 ounces each of paint of the color specified above. The touch-up paint shall be compatible with the coating system used.

8-12.5 Payment

Section 8-12.5 is supplemented with the following:

(April 1, 2002)

"Coated Chain Link Fence Type 4", per linear foot.

"Single 6 Ft. Coated Chain Link Gate", per each.

8-14 Cement Concrete Sidewalks

8-14.3 Construction Requirements

Section 8-14.3 is supplemented with the following:

(October 3, 2022)

The Contractor shall request a pre-construction meeting with the Engineer to be held two to five working days before any work can start on cement concrete sidewalks, curb ramps or other pedestrian access routes to discuss construction requirements. Those attending shall include:

1. The Contractor and subcontractor in charge of constructing forms, and placing, and finishing the cement concrete.

2. Engineer (or representative) and Project Inspectors for the cement concrete sidewalk, curb ramp or pedestrian access route Work.

Items to be discussed in this meeting shall include, at a minimum, the following:

1. Slopes shown on the Plans.

2. Inspection

3. Traffic control

4. Pedestrian control, access routes and delineation

5. Accommodating utilities

6. Form work

7. Installation of detectable warning surfaces

8. Contractor ADA survey and ADA Feature as-built requirements

9. Cold Weather Protection

(January 7, 2019)

Layout and Conformance to Grades

Using the information provided in the Contract documents, the Contractor shall lay out, 4 grade, and form each new curb ramp, sidewalk, and curb and gutter.

Concrete Bus Shelter Slab

NEW

Description

This Work shall consist of furnishing the labor, materials, tools, equipment, and services for Concrete Bus Shelter Slab, as indicated in the Plans, in accordance with these Special Provisions.

Materials

Materials shall meet the requirements of the following sections:

Cement	9-01
Fine Aggregate	9-03
Coarse Aggregate	9-03
Combined Aggregate	9-03
Aggregates	9-03
Premolded Joint Filler	9-04.1

Crushed Surfacing Top Course	9-03.9(4)
Reinforcing Steel	9-07

Construction Requirements

Concrete bus shelter slabs shall be constructed with concrete Class 3000 conforming to the requirements of Section 6-02 or Portland Cement.

Concrete bus shelter slab may be placed, compacted, and finished using hand methods. The tools required for these operations shall be approved by the Engineer. After troweling and before edging, the surface of the concrete bus shelter slab shall be brushed in a transverse direction with a stiff bristled broom. Curing of the concrete shall be in accordance with Section 5-05.3(13).

Measurement

Concrete bus shelter slab will be measured per each slab completed per Plans.

Payment

Payment will be made for the following Bid item:

“Concrete Bus Shelter Slab”, per each.

All costs incurred in constructing the shelter slab as detailed in the Plans shall be included. No separate payment will be made for reinforcing steel or aggregate base.

Cement Concrete Ramp

NEW

Description

This Work shall consist of furnishing the labor, materials, tools, equipment, and services for Cement Concrete Ramp, as indicated in the Plans, in accordance with these Special Provisions.

Materials

Materials shall meet the requirements of the following sections:

Cement	9-01
Fine Aggregate	9-03
Coarse Aggregate	9-03
Combined Aggregate	9-03
Aggregates	9-03
Premolded Joint Filler	9-04.1

Construction Requirements

Cement concrete ramps shall be constructed with cement concrete pavement conforming to the requirements of Section 6-02 or Portland Cement.

Cement concrete ramps may be placed, compacted, and finished using hand methods. The tools required for these operations shall be approved by the Engineer. After troweling and before edging, the surface of the cement concrete ramp shall be brushed in a transverse direction with a stiff bristled broom. Curing of the concrete shall be in accordance with Section 5-05.3(13).

1 **Measurement**

2
3 Concrete bus shelter slab will be measured per each slab completed per Plans.
4

5 **Payment**

6
7 Payment will be made for the following Bid item:
8
9 "Cement Conc. Ramp", per each.
10

11
12 **Chain Link Fence Lock** **NEW**

13
14 **Description**

15
16 This Work shall consist of furnishing the labor, materials, tools, equipment, and services for the installation
17 of Chain Link Fence Lock, as indicated in the Plans, in accordance with these Special Provisions.
18

19 **Materials**

20
21 Materials shall be compatible with standard Single 6 Ft. Chain Link Gate, as indicated in the Plans.
22 Materials shall include the following, or approved equal:
23
24 Lockey SUMO GL2LINX Adapter for Chain Link
25 Lockey SUMO GL2 Surface Mount Gate Lock
26

27 **Construction Requirements**

28
29 Chain link fence lock and adapter shall be installed as per manufacturer's instructions.
30

31 **Measurement**

32
33 Chain link fence lock and adapter will be measured per unit installed per Plans.
34

35 **Payment**

36
37 Payment will be made for the following Bid items:
38
39 "Chain Link Fence Lock", per each.
40 "Chain Link Fence Lock Adapter", per each.

SKAGIT TRANSIT
INVITATION FOR BID #23-014
FOR
MARKETPLACE DRIVE BUS STOP
EXHIBIT A
PREVAILING WAGE RATES

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 5/11/2023

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Skagit	<u>Cement Masons</u>	Application of all Composition Mastic	\$70.09	<u>15J</u>	<u>4U</u>		<u>View</u>
Skagit	<u>Cement Masons</u>	Application of all Epoxy Material	\$69.59	<u>15J</u>	<u>4U</u>		<u>View</u>
Skagit	<u>Cement Masons</u>	Application of all Plastic Material	\$70.09	<u>15J</u>	<u>4U</u>		<u>View</u>
Skagit	<u>Cement Masons</u>	Application of Sealing Compound	\$69.59	<u>15J</u>	<u>4U</u>		<u>View</u>
Skagit	<u>Cement Masons</u>	Application of Underlayment	\$70.09	<u>15J</u>	<u>4U</u>		<u>View</u>
Skagit	<u>Cement Masons</u>	Building General	\$69.59	<u>15J</u>	<u>4U</u>		<u>View</u>
Skagit	<u>Cement Masons</u>	Composition or Kalman Floors	\$70.09	<u>15J</u>	<u>4U</u>		<u>View</u>
Skagit	<u>Cement Masons</u>	Concrete Paving	\$69.59	<u>15J</u>	<u>4U</u>		<u>View</u>
Skagit	<u>Cement Masons</u>	Curb & Gutter Machine	\$70.09	<u>15J</u>	<u>4U</u>		<u>View</u>
Skagit	<u>Cement Masons</u>	Curb & Gutter, Sidewalks	\$69.59	<u>15J</u>	<u>4U</u>		<u>View</u>
Skagit	<u>Cement Masons</u>	Curing Concrete	\$69.59	<u>15J</u>	<u>4U</u>		<u>View</u>
Skagit	<u>Cement Masons</u>	Finish Colored Concrete	\$70.09	<u>15J</u>	<u>4U</u>		<u>View</u>
Skagit	<u>Cement Masons</u>	Floor Grinding	\$70.09	<u>15J</u>	<u>4U</u>		<u>View</u>
Skagit	<u>Cement Masons</u>	Floor Grinding/Polisher	\$69.59	<u>15J</u>	<u>4U</u>		<u>View</u>
Skagit	<u>Cement Masons</u>	Green Concrete Saw, self-powered	\$70.09	<u>15J</u>	<u>4U</u>		<u>View</u>
Skagit	<u>Cement Masons</u>	Grouting of all Plates	\$69.59	<u>15J</u>	<u>4U</u>		<u>View</u>
Skagit	<u>Cement Masons</u>	Grouting of all Tilt-up Panels	\$69.59	<u>15J</u>	<u>4U</u>		<u>View</u>
Skagit	<u>Cement Masons</u>	Gunite Nozzleman	\$70.09	<u>15J</u>	<u>4U</u>		<u>View</u>
Skagit	<u>Cement Masons</u>	Hand Powered Grinder	\$70.09	<u>15J</u>	<u>4U</u>		<u>View</u>

Skagit	Cement Masons	Journey Level	\$69.59	15J	4U		View
Skagit	Cement Masons	Patching Concrete	\$69.59	15J	4U		View
Skagit	Cement Masons	Pneumatic Power Tools	\$70.09	15J	4U		View
Skagit	Cement Masons	Power Chipping & Brushing	\$70.09	15J	4U		View
Skagit	Cement Masons	Sand Blasting Architectural Finish	\$70.09	15J	4U		View
Skagit	Cement Masons	Screed & Rodding Machine	\$70.09	15J	4U		View
Skagit	Cement Masons	Spackling or Skim Coat Concrete	\$69.59	15J	4U		View
Skagit	Cement Masons	Troweling Machine Operator	\$70.09	15J	4U		View
Skagit	Cement Masons	Troweling Machine Operator on Colored Slabs	\$70.09	15J	4U		View
Skagit	Cement Masons	Tunnel Workers	\$70.09	15J	4U		View
Skagit	Fence Erectors	Fence Erector	\$48.14	15J	4V	8Y	View
Skagit	Fence Erectors	Fence Laborer	\$48.14	15J	4V	8Y	View
Skagit	Flaggers	Journey Level	\$48.14	15J	4V	8Y	View
Skagit	Laborers	Air, Gas Or Electric Vibrating Screed	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Airtrac Drill Operator	\$58.56	15J	4V	8Y	View
Skagit	Laborers	Ballast Regular Machine	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Batch Weighman	\$48.14	15J	4V	8Y	View
Skagit	Laborers	Brick Pavers	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Brush Cutter	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Brush Hog Feeder	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Burner	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Caisson Worker	\$58.56	15J	4V	8Y	View
Skagit	Laborers	Carpenter Tender	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Cement Dumper-paving	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Cement Finisher Tender	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Change House Or Dry Shack	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Chipping Gun (30 Lbs. And Over)	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Chipping Gun (Under 30 Lbs.)	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Choker Setter	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Chuck Tender	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Clary Power Spreader	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Clean-up Laborer	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Concrete Dumper/Chute Operator	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Concrete Form Stripper	\$56.80	15J	4V	8Y	View

Skagit	Laborers	Concrete Placement Crew	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Concrete Saw Operator/Core Driller	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Crusher Feeder	\$48.14	15J	4V	8Y	View
Skagit	Laborers	Curing Laborer	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Ditch Digger	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Diver	\$58.56	15J	4V	8Y	View
Skagit	Laborers	Drill Operator (Hydraulic, Diamond)	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Dry Stack Walls	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Dump Person	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Epoxy Technician	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Erosion Control Worker	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Faller & Bucker Chain Saw	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Fine Graders	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Firewatch	\$48.14	15J	4V	8Y	View
Skagit	Laborers	Form Setter	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Gabian Basket Builders	\$56.80	15J	4V	8Y	View
Skagit	Laborers	General Laborer	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Grade Checker & Transit Person	\$59.85	15J	4V	8Y	View
Skagit	Laborers	Grinders	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Grout Machine Tender	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Guardrail Erector	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Hazardous Waste Worker (Level A)	\$58.56	15J	4V	8Y	View
Skagit	Laborers	Hazardous Waste Worker (Level B)	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Hazardous Waste Worker (Level C)	\$56.80	15J	4V	8Y	View
Skagit	Laborers	High Scaler	\$58.56	15J	4V	8Y	View
Skagit	Laborers	Jackhammer	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Laserbeam Operator	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Maintenance Person	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Manhole Builder-Mudman	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Material Yard Person	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Mold Abatement Worker	\$56.80	15J	4V	8Y	View

Skagit	Laborers	Motorman-Dinky Locomotive	\$59.95	15J	4V	8Y	View
Skagit	Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$59.85	15J	4V	8Y	View
Skagit	Laborers	Pavement Breaker	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Pilot Car	\$48.14	15J	4V	8Y	View
Skagit	Laborers	Pipe Layer (Lead)	\$59.85	15J	4V	8Y	View
Skagit	Laborers	Pipe Layer/Tailor	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Pipe Pot Tender	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Pipe Reliner	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Pipe Wrapper	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Pot Tender	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Powderman	\$58.56	15J	4V	8Y	View
Skagit	Laborers	Powderman's Helper	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Power Jacks	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Railroad Spike Puller - Power	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Raker - Asphalt	\$59.85	15J	4V	8Y	View
Skagit	Laborers	Re-timberman	\$58.56	15J	4V	8Y	View
Skagit	Laborers	Remote Equipment Operator	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Rigger/Signal Person	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Rip Rap Person	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Rivet Buster	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Rodder	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Scaffold Erector	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Scale Person	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Sloper (Over 20")	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Sloper Sprayer	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Spreader (Concrete)	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Stake Hopper	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Stock Piler	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Swinging Stage/Boatswain Chair	\$48.14	15J	4V	8Y	View
Skagit	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Tamper (Multiple & Self-propelled)	\$57.84	15J	4V	8Y	View

Skagit	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Toolroom Person (at Jobsite)	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Topper	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Track Laborer	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Track Liner (Power)	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Traffic Control Laborer	\$51.48	15J	4V	9C	View
Skagit	Laborers	Traffic Control Supervisor	\$54.55	15J	4V	9C	View
Skagit	Laborers	Truck Spotter	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Tugger Operator	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$158.87	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$163.90	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$167.58	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$173.28	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$175.40	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$180.50	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$182.40	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$184.40	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$186.40	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Guage and Lock Tender	\$59.95	15J	4V	8Y	View
Skagit	Laborers	Tunnel Work-Miner	\$59.95	15J	4V	8Y	View
Skagit	Laborers	Vibrator	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Vinyl Seamer	\$56.80	15J	4V	8Y	View
Skagit	Laborers	Watchman	\$43.76	15J	4V	8Y	View
Skagit	Laborers	Welder	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Well Point Laborer	\$57.84	15J	4V	8Y	View
Skagit	Laborers	Window Washer/Cleaner	\$43.76	15J	4V	8Y	View

Skagit	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$43.76	15J	4V	8Y	View
Skagit	Landscape Construction	Landscape Operator	\$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Asphalt Plant Operators	\$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Assistant Engineer	\$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Barrier Machine (zipper)	\$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Batch Plant Operator: concrete	\$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Boat Operator	\$80.33	7A	11H	8X	View
Skagit	Power Equipment Operators	Bobcat	\$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Brooms	\$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Bump Cutter	\$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Cableways	\$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Chipper	\$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Compressor	\$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Conveyors	\$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Cranes Friction: 200 tons and over	\$82.76	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$75.55	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$81.12	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$79.62	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$81.97	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$82.76	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$80.33	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$81.97	7A	11H	8X	View

Skagit	Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$79.00	7A	11H	8X	View
Skagit	Power Equipment Operators	Crusher	\$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Derricks, On Building Work	\$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Dozers D-9 & Under	\$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Drilling Machine	\$80.92	15J	11G	8X	View
Skagit	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Gradechecker/Stakeman	\$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Guardrail Punch	\$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Horizontal/Directional Drill Locator	\$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Horizontal/Directional Drill Operator	\$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$79.00	7A	11H	8X	View
Skagit	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$75.55	7A	11H	8X	View
Skagit	Power Equipment Operators	Leverman	\$81.75	15J	11G	8X	View
Skagit	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Loaders, Plant Feed	\$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Loaders: Elevating Type Belt	\$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Locomotives, All	\$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Material Transfer Device	\$79.41	15J	11G	8X	View

Skagit	Power Equipment Operators	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$80.92	15J	11G	8X	View
Skagit	Power Equipment Operators	Motor Patrol Graders	\$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$79.62	7A	11H	8X	View
Skagit	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$81.12	7A	11H	8X	View
Skagit	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$80.33	7A	11H	8X	View
Skagit	Power Equipment Operators	Pavement Breaker	\$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Posthole Digger, Mechanical	\$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Power Plant	\$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Pumps - Water	\$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height base to boom	\$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Rigger and Bellman	\$75.55	7A	11H	8X	View
Skagit	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$79.00	7A	11H	8X	View
Skagit	Power Equipment Operators	Rollagon	\$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Roller, Other Than Plant Mix	\$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Roto-mill, Roto-grinder	\$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Saws - Concrete	\$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Scrapers - Concrete & Carry All	\$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Service Engineers: Equipment	\$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Shotcrete/Gunite Equipment	\$75.35	15J	11G	8X	View

Skagit	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$80.92	15J	11G	8X	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$81.75	15J	11G	8X	View
Skagit	Power Equipment Operators	Slipform Pavers	\$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Spreader, Topsider & Screedman	\$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Subgrader Trimmer	\$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Tower Bucket Elevators	\$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$81.97	7A	11H	8X	View
Skagit	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$81.12	7A	11H	8X	View
Skagit	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$82.76	7A	11H	8X	View
Skagit	Power Equipment Operators	Transporters, All Track Or Truck Type	\$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Trenching Machines	\$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$79.62	7A	11H	8X	View
Skagit	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$79.00	7A	11H	8X	View
Skagit	Power Equipment Operators	Truck Mount Portable Conveyor	\$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Welder	\$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Wheel Tractors, Farmall Type	\$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Yo Yo Pay Dozer	\$79.41	15J	11G	8X	View
Skagit	Surveyors	Assistant Construction Site Surveyor	\$79.00	7A	11H	8X	View
Skagit	Surveyors	Chainman	\$75.55	7A	11H	8X	View
Skagit	Surveyors	Construction Site Surveyor	\$80.33	7A	11H	8X	View
Skagit	Surveyors	Drone Operator (when used in conjunction with survey work only)	\$75.55	7A	11H	8X	View
Skagit	Surveyors	Ground Penetrating Radar Operator	\$75.55	7A	11H	8X	View
Skagit	Truck Drivers	Asphalt Mix Over 16 Yards	\$71.70	15J	11M	8L	View
Skagit	Truck Drivers	Asphalt Mix To 16 Yards	\$70.86	15J	11M	8L	View

Skagit	Truck Drivers	Dump Truck	\$70.86	15J	11M	8L	View
Skagit	Truck Drivers	Dump Truck & Trailer	\$71.70	15J	11M	8L	View
Skagit	Truck Drivers	Other Trucks	\$71.70	15J	11M	8L	View

SKAGIT TRANSIT

INVITATION FOR BIDS #23-014

FOR

MARKETPLACE DRIVE BUS STOP

EXHIBIT B

**SUPPLEMENTAL BIDDER
RESPONSIBILITY CRITERIA**

DOCUMENTATION STATEMENTS

DOCUMENTATION STATEMENTS

*** THIS EXHIBIT SHALL ONLY BE COMPLETED POST-BID OPENING BY THE APPARENT TWO LOWEST BIDDERS***

Criterion 3.26(F) – Public Bidding Crime

Statement of Bidder certifying it has not been convicted of a crime:

I, _____ an _____ authorized representative of _____, a Bidder on this Project known as MARKETPLACE DRIVE BUS STOP #23-014, do hereby certify and swear under penalty of perjury that _____ has not been convicted of a crime involving bidding on public works contracts within five (5) years from the bid submittal date on this Project.

Subscribed and sworn to this _____ of _____, 2023.

Company

Authorized Representative

Title

Criterion 3.26(G) – Termination for Cause or Default

Statement of Bidder certifying it has not been terminated for cause or default:

I, _____ an _____ authorized representative of _____, a Bidder on this Project known as MARKETPLACE DRIVE BUS STOP #23-014 do hereby certify and swear under penalty of perjury that _____ has not had a government public work contract terminated for cause by a government agency within five (5) years from the bid submittal date on this Project.

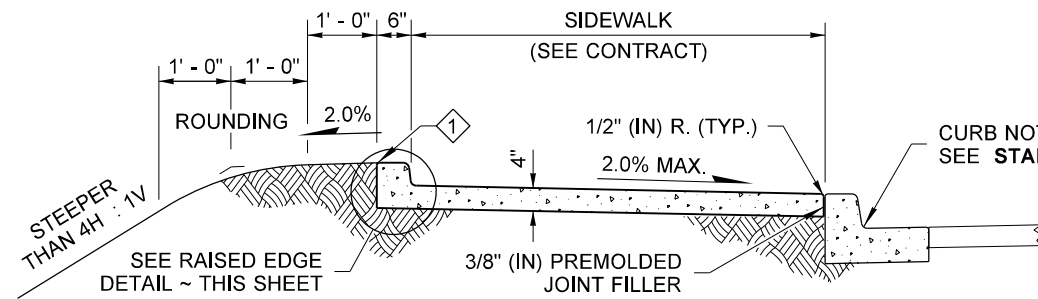
Subscribed and sworn to this _____ of _____, 2023.

Company

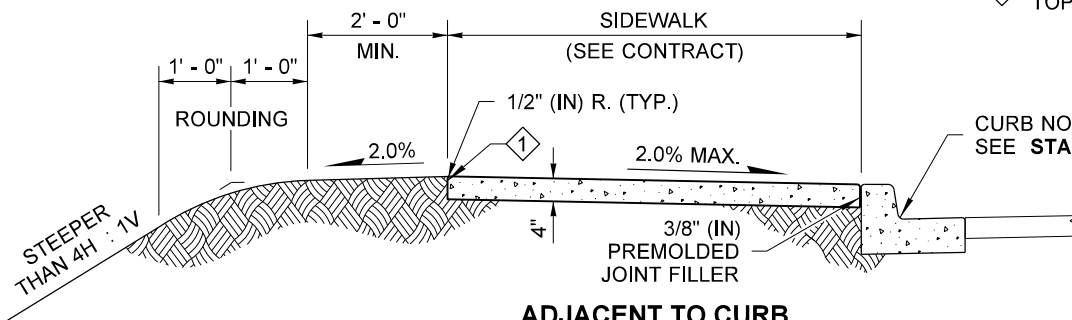
Authorized Representative

Title

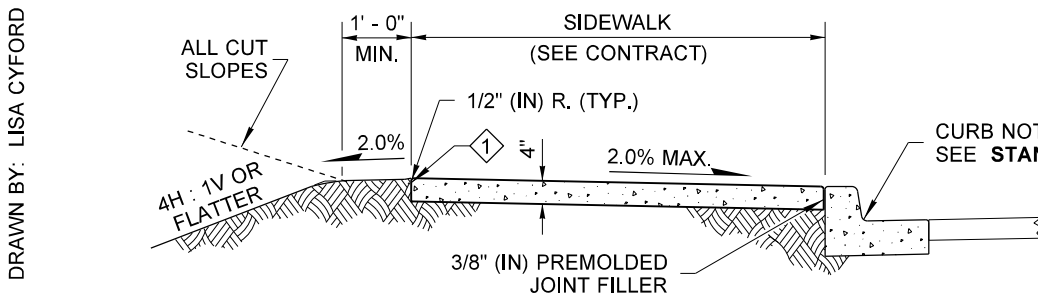
SKAGIT TRANSIT
INVITATION FOR BIDS #23-014
FOR
MARKETPLACE DRIVE BUS STOP
APPENDIX A
STANDARD PLANS



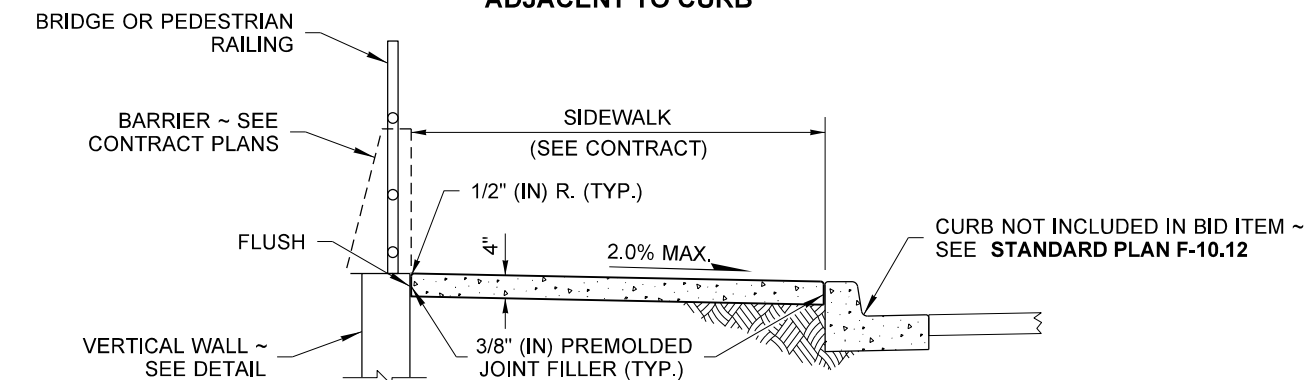
WITH RAISED EDGE



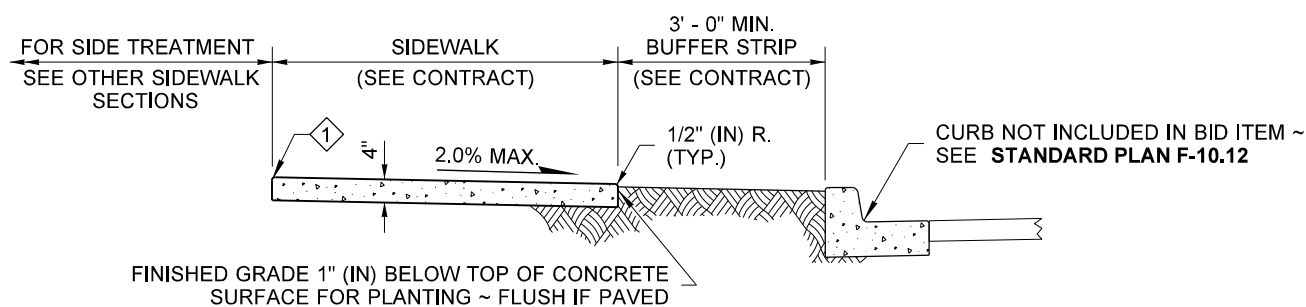
**ADJACENT TO CURB
(STEEP FILL SLOPES)**



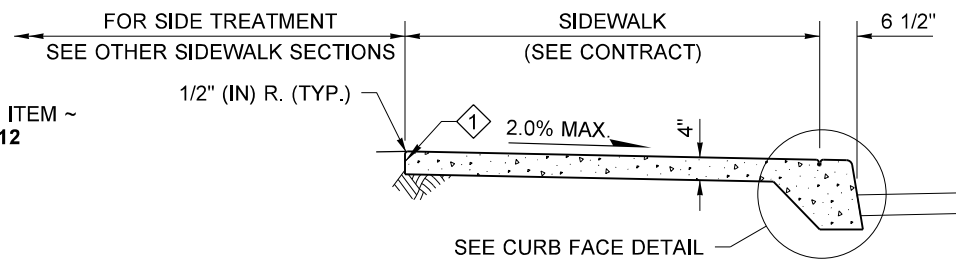
ADJACENT TO CURB



ADJACENT TO CURB AND RAILING OR WALL



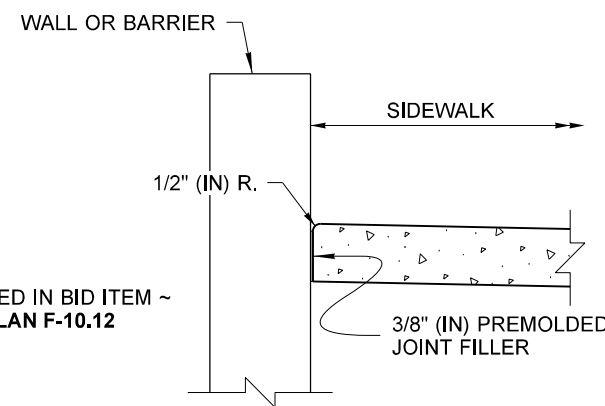
ADJACENT TO BUFFER STRIP



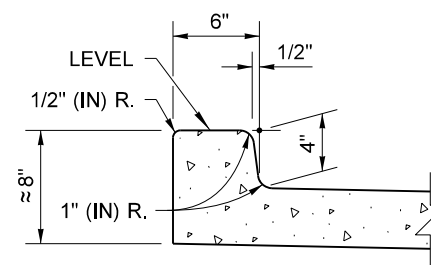
**MONOLITHIC CEMENT CONCRETE
CURB AND SIDEWALK**

NOTE

1. Gratings, Access Covers, Junction Boxes, Cable Vaults, Pull Boxes and other appurtenances within the sidewalk must have slip resistant surfaces, be flush with surface, and match grade of the sidewalk.

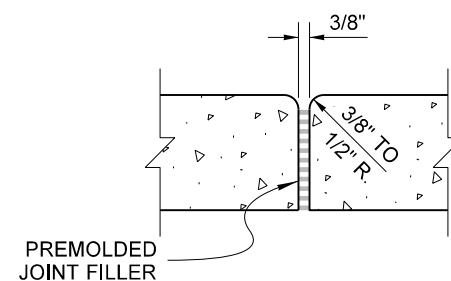


SIDEWALK ADJACENT TO WALL DETAIL

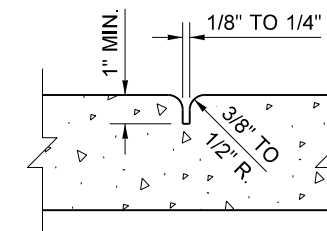


RAISED EDGE DETAIL

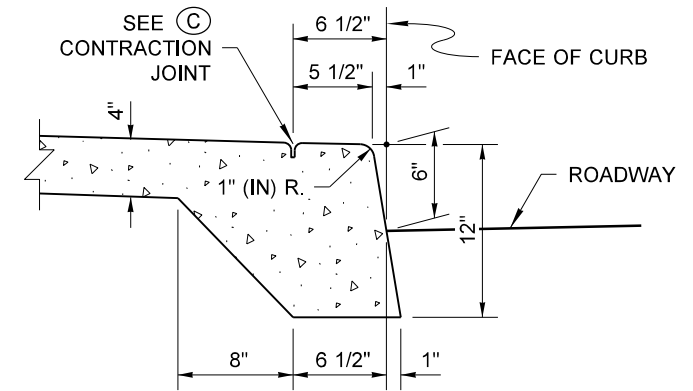
EXTEND SIDEWALK TRANSVERSE JOINTS TO INCLUDE RAISED EDGE



EXPANSION JOINT

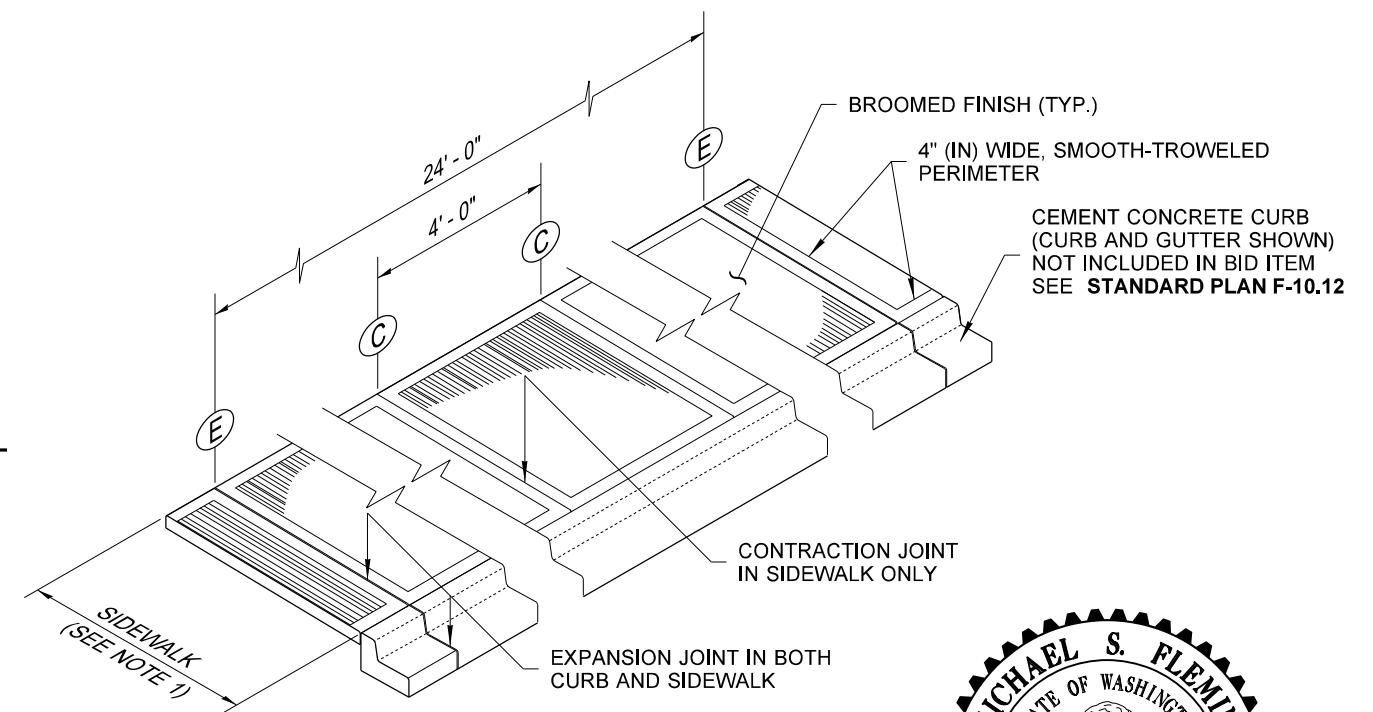


CONTRACTION JOINT



CURB FACE DETAIL

EXTEND SIDEWALK TRANSVERSE EXPANSION JOINTS TO INCLUDE CURB (FULL DEPTH)



**ISOMETRIC VIEW
JOINT AND FINISH
DETAIL**



Michael S
Fleming

Digitally signed by Michael S
Fleming
Date: 2020.09.24 07:40:16 -07'00'

**CEMENT CONCRETE
SIDEWALK**

STANDARD PLAN F-30.10-04

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Date: 2020.09.25

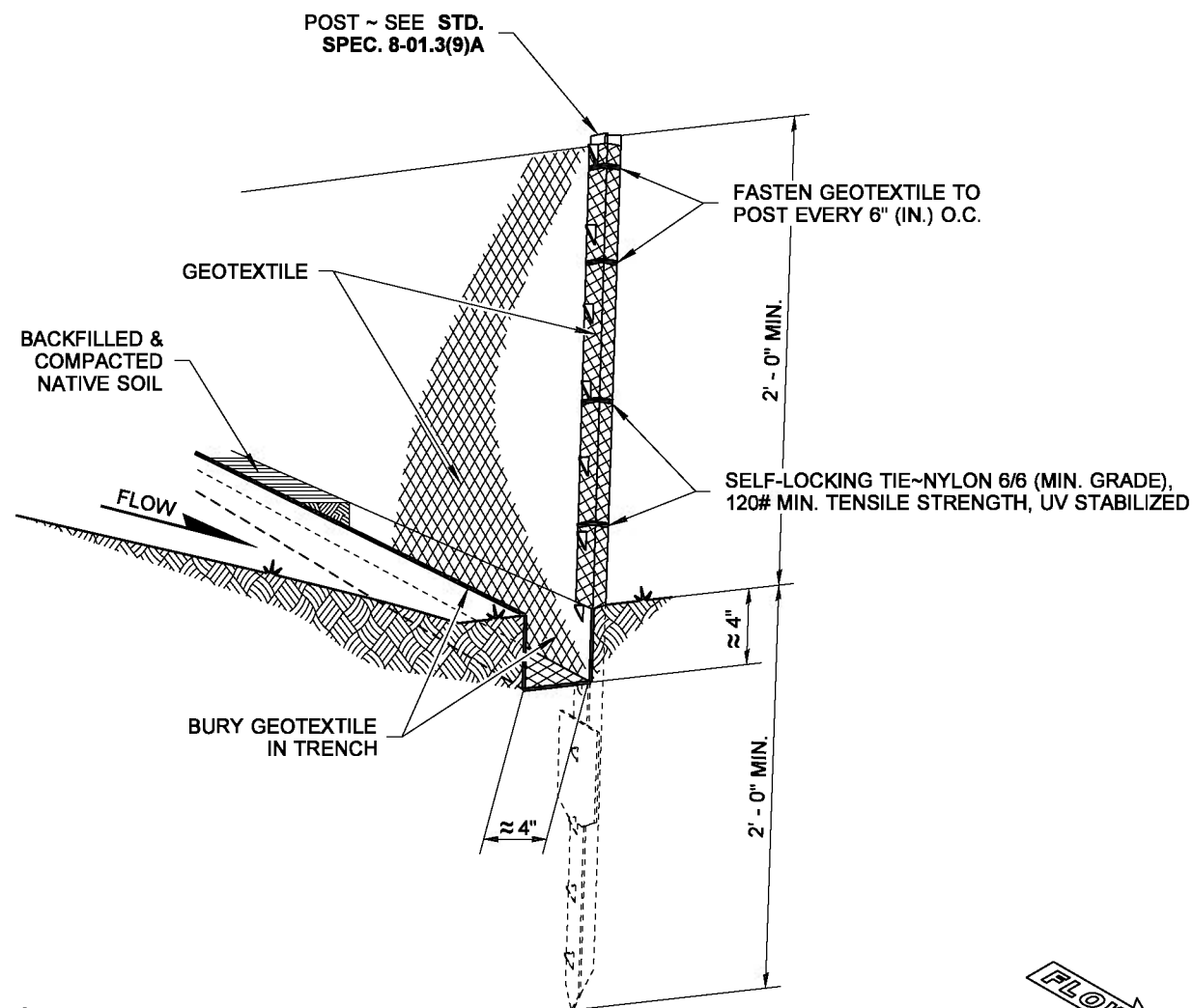
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STATE DESIGN ENGINEER



Washington State Department of Transportation

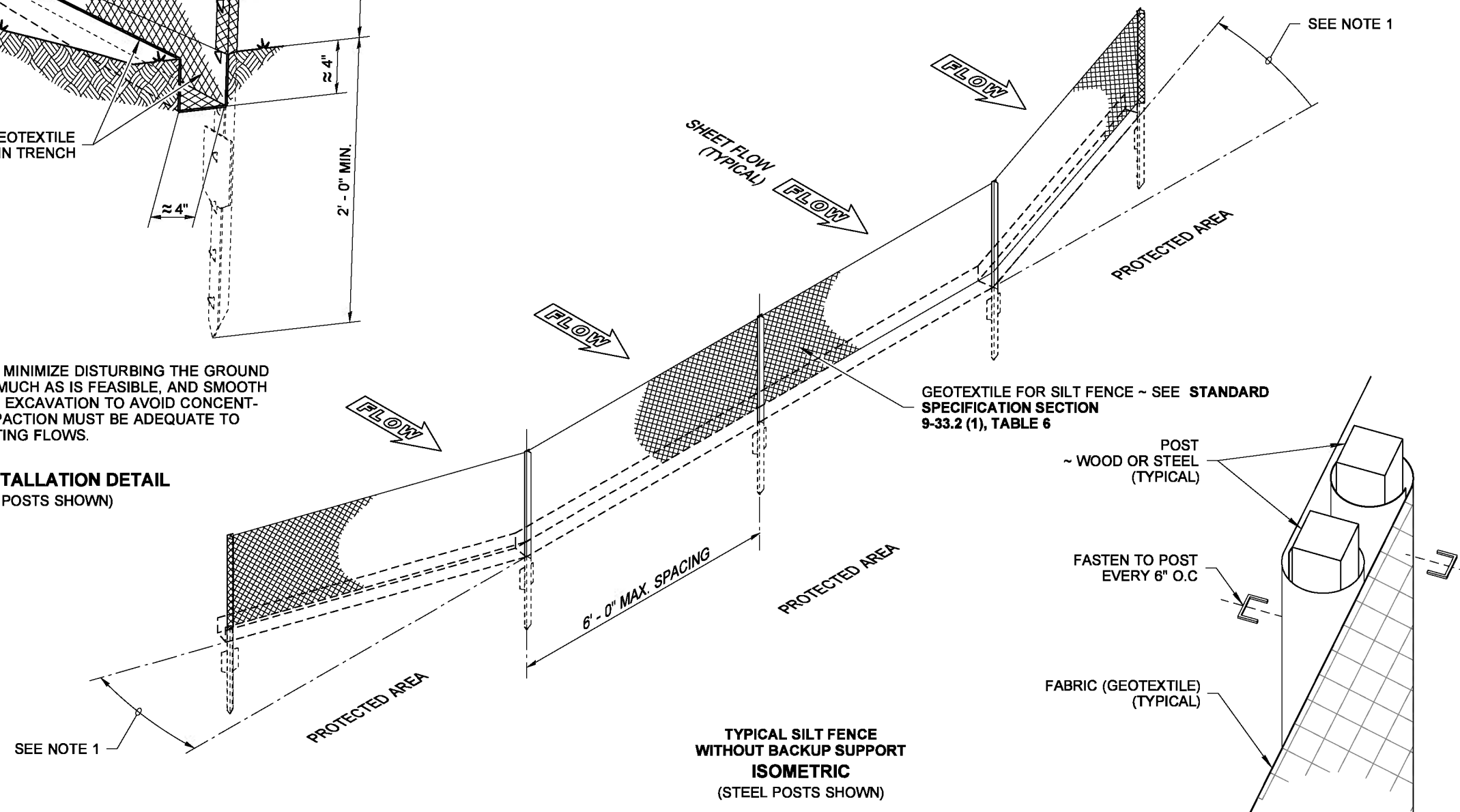
DRAWN BY: LISA CYFORD



NOTE

DURING EXCAVATION, MINIMIZE DISTURBING THE GROUND AROUND TRENCH AS MUCH AS IS FEASIBLE, AND SMOOTH SURFACE FOLLOWING EXCAVATION TO AVOID CONCENTRATING FLOWS. COMPACTION MUST BE ADEQUATE TO PREVENT UNDERCUTTING FLOWS.

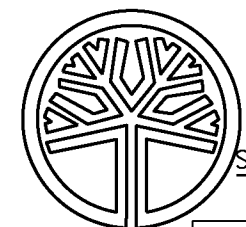
TYPICAL INSTALLATION DETAIL
(STEEL POSTS SHOWN)



**TYPICAL SILT FENCE
WITHOUT BACKUP SUPPORT
ISOMETRIC
(STEEL POSTS SHOWN)**

SPLICE DETAIL
(WOOD POSTS SHOWN)

- ## NOTES
1. Install the ends of the silt fence to point slightly upslope to prevent sediment from flowing around the ends of the fence.
 2. Perform maintenance in accordance with **Standard Specifications 8-01.3(9)A and 8-01.3(15)**.
 3. Splices shall never be placed in low spots or sump locations. If splices are located in low or sump areas, the fence may need to be reinstalled unless the Project Engineer approves the installation.
 4. Install silt fencing parallel to mapped contour lines.



STATE OF
WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT

SANDRA L. SALISBURY
CERTIFICATE NO. 000860

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SILT FENCE

STANDARD PLAN I-30.15-02

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Pasco Bakotich III

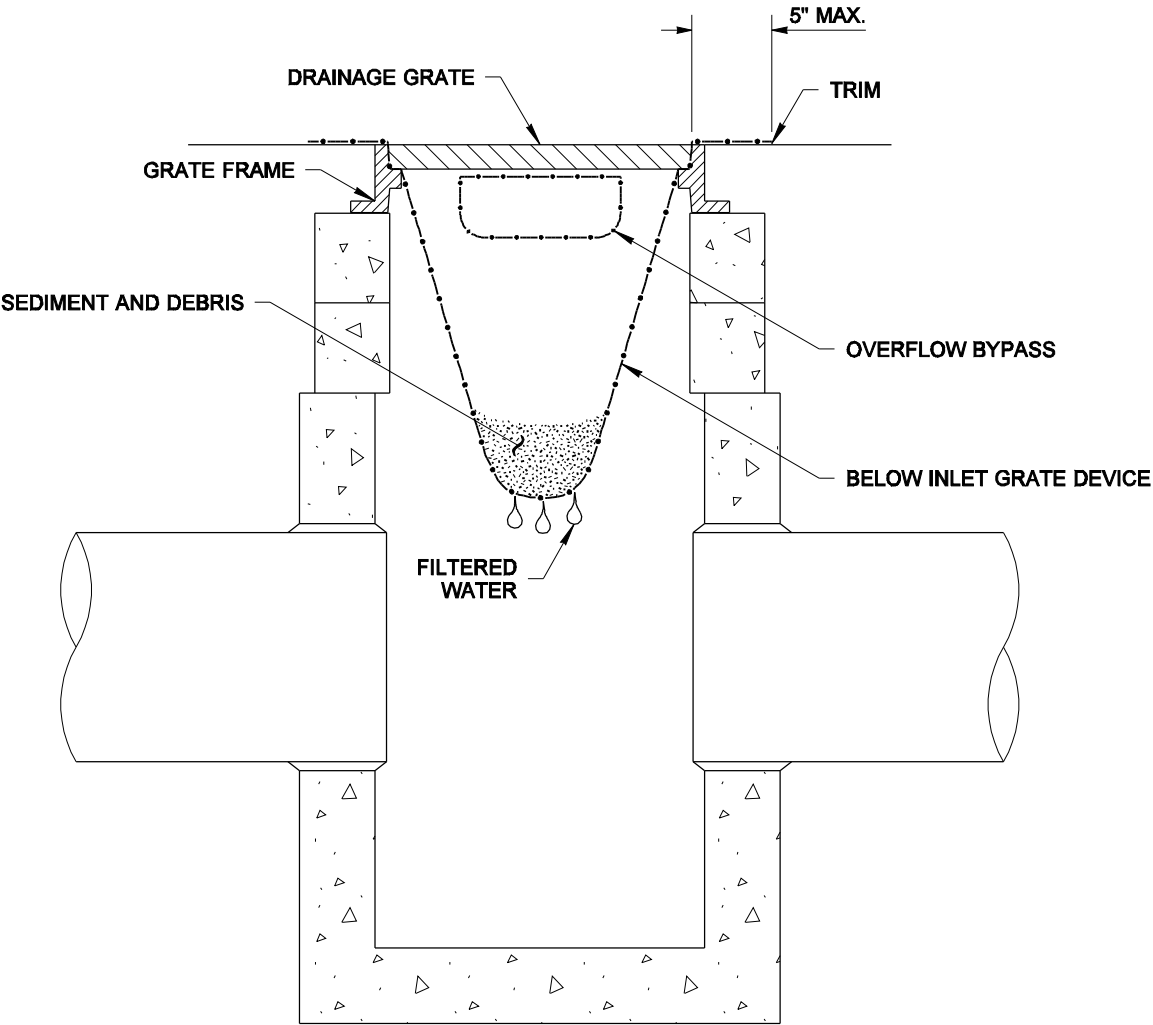
3/22/13

STATE DESIGN ENGINEER

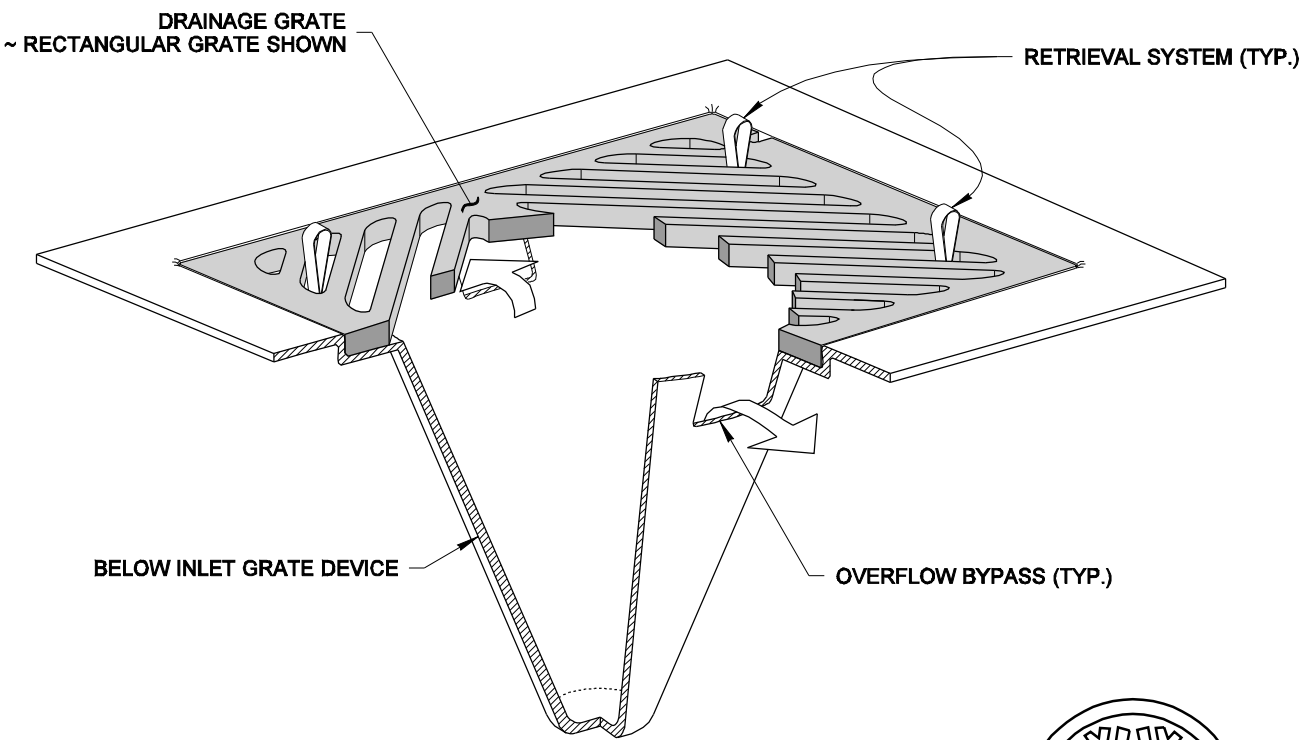
DATE _____



Washington State Department of Transportation



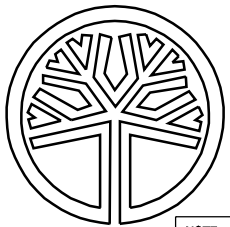
SECTION VIEW
NOT TO SCALE



ISOMETRIC VIEW

NOTES

1. Size the Below Inlet Grate Device (BIGD) for the storm water structure it will service.
2. The BIGD shall have a built-in high-flow relief system (overflow bypass).
3. The retrieval system must allow removal of the BIGD without spilling the collected material.
4. Perform maintenance in accordance with Standard Specification 8-01.3(15).



STATE OF
WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT

MARK W. MAURER
CERTIFICATE NO. 000598

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**STORM DRAIN
INLET PROTECTION
STANDARD PLAN I-40.20-00**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Pasco Bakotich III

STATE DESIGN ENGINEER

09-20-07

DATE



Washington State Department of Transportation

SKAGIT COUNTY, WASHINGTON
SKAGIT TRANSIT
PROJECT NO. 23-014
MARKETPLACE DRIVE BUS STOP

PROJECT INFORMATION

STREET ADDRESS:
MARKETPLACE DR
BURLINGTON, WASHINGTON 98233

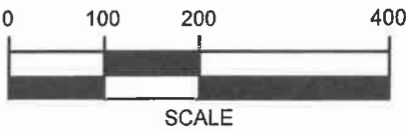
OWNER:
SKAGIT TRANSIT
600 COUNTY SHOP LANE
BURLINGTON, WASHINGTON 98233

ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
2828 COLBY AVENUE, SUITE 200
EVERETT, WASHINGTON 98201

PROJECT MANAGER
WINDI SHAPLEY, P.E.
206-207-2583

PROJECT ENGINEER
CHELSEA MORRISON, P.E.
206-677-8634

VICINITY MAP



SHEET INDEX

SHEET NUMBER	SHEET TITLE
1	COVER & SHEET INDEX
2	GENERAL NOTES, LEGEND, & ABBREVIATIONS
3	SITE SURVEY & EXISTING CONDITIONS
4	TEMPORARY EROSION AND SEDIMENT CONTROL AND DEMOLITION
5	ROADWAY GRADING
6	ROADWAY DETAILS - CONCRETE RAMP
7	ROADWAY DETAILS - CONCRETE BUS SHELTER PAD
8	ROADWAY DETAILS - PEDESTRIAN RAILING
9	ROADWAY DETAILS - CHAIN LINK FENCE GATE
10	ROADWAY DETAILS - MISCELLANEOUS
11	LANDSCAPING & RESTORATION
12	TRAFFIC CONTROL - BUS STOP
13	TRAFFIC CONTROL - CONCRETE RAMP

No.	REVISIONS	DATE	BY

Kimley»Horn

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1201 3RD AVE SUITE 2500, SEATTLE, WA 98101
PHONE: (206) 970-1900
WWW.KIMLEY-HORN.COM

PROJECT NO.	23-014
DATE	05/05/2023
SCALE	AS SHOWN
DESIGNED BY	MLJ
DRAWN BY	CWD
CHECKED BY	CRM

MARKETPLACE DR BUS STOP
PREPARED FOR
SKAGIT TRANSIT

SKAGIT COUNTY
WASHINGTON



COVER & SHEET INDEX

SHEET NUMBER
1

Plotted By: Jackson, Martin Sheet Section: Layout2 GENERAL NOTES & ABBREVIATIONS May 05, 2023 07:46:30am K:\SEA_CHMISEA_PUBLIC\0091030024 - Skagit Bus Stop\03 CAD\CD\Plus\Sheet\01-02_Cover & Sheet Index-General Notes.dwg
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ABBREVIATIONS:

- APPROX - APPROXIMATE
- ASPH - ASPHALT
- C/L - CENTERLINE
- CONC. - CONCRETE
- DIAM - DIAMETER
- EOP - EDGE OF PAVEMENT
- ELEV OR EL - ELEVATION
- EXIST OR EX - EXISTING
- HYD OR FH - FIRE HYDRANT
- IN - INCH
- LT - LEFT
- LF - LINEAR FEAT
- MAX - MAXIMUM
- MH - MANHOLE
- O.C. - ON CENTER
- NIC - NOT IN CONTRACT
- NOM - NOMINAL
- NTS - NOT TO SCALE
- PROP LN - PROPERTY LINE
- RT - RIGHT
- SCH - SCHEDULE
- SF - SILT FENCE
- SS - SANITARY SEWER
- STA - STATION
- TYP - TYPICAL
- UTIL - UTILITY
- UG - UNDERGROUND

GENERAL NOTES:

1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE 2023 EDITION OF THE STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION (WSDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND CITY OF BURLINGTON STREET STANDARDS.
2. AN APPROVED SET OF CONSTRUCTION PLANS SHALL BE KEPT ON THE CONSTRUCTION SITE AT ALL TIMES DURING WORK.
3. THE TEMPORARY EROSION AND SEDIMENT CONTROL (TESC) FACILITIES SHOWN ON THESE PLANS ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE TESC FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS.
4. THE LOCATION OF UTILITIES IS APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT 811 AT LEAST 48 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION. THE OWNER AND THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY CONFLICTS.
5. IMMEDIATELY FOLLOWING FINISH GRADING, PERMANENT VEGETATION SHALL BE COMPLETED PER THESE PLANS, CURRENT WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) STANDARDS AND SPECIFICATIONS AND CITY REQUIREMENTS.

LEGEND

	CLEARING AND GRUBBING
	EXISTING SIDEWALK
	SIDEWALK REMOVAL
	SAWCUT
	SILT FENCE
	PARCEL LINES
	EXISTING FENCE
	FENCE REMOVAL
	LANDSCAPING
	GRAVEL PATH
	GRAVEL SHOULDER
	EXISTING CONTOURS
	EXISTING FEATURE
	PROPOSED FEATURE
	PROPOSED SIDEWALK
	BUS SHELTER
	BUS SHELTER SLAB
	PROPOSED FENCE
	EXISTING RETAINING WALL
	PROPOSED RAILING
	PROPOSED GATE
	EXISTING CONTOURS
	PROPOSED CONTOURS

No.	REVISIONS	DATE	BY



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PHONE: (206) 970-1900
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PROJECT NO.	23-014
DATE	05/05/2023
SCALE	AS SHOWN
DESIGNED BY	MLJ
DRAWN BY	CWD
CHECKED BY	CRM

MARKETPLACE DR BUS STOP
PREPARED FOR
SKAGIT TRANSIT

SKAGIT COUNTY

WASHINGTON

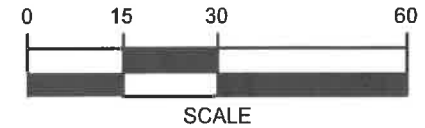


DATE: 5/5/2023

GENERAL NOTES, LEGEND, &
ABBREVIATIONS

SHEET NUMBER

TOPOGRAPHIC SURVEY



HORIZONTAL DATUM
NAD '83/11 GPS HIGH SMARTNET

VERTICAL DATUM
NAVD '88 PER GPS HIGH SMARTNET

TEMPORARY BENCHMARKS:
TBM 'A'
SET R.R. SPIKE IN NORTH FACE OF UTILITY POLE

LEGAL DESCRIPTION/TITLE REPORT NOTES
NO EASEMENTS, RESTRICTIONS, OR RESERVATIONS OF RECORD WHICH WOULD BE DISCLOSED BY TITLE REPORT ARE SHOWN.

EQUIPMENT NOTES
PRIMARY CONTROL POINTS AND ACCESSIBLE MONUMENT POSITIONS WERE FIELD MEASURED UTILIZING GLOBAL POSITIONING SYSTEM (GPS) SURVEY TECHNIQUES USING LEICA GS14 GPS/GNSS EQUIPMENT. MONUMENT POSITIONS THAT WERE NOT DIRECTLY OBSERVED USING GPS SURVEY TECHNIQUES WERE TIED INTO THE CONTROL POINTS UTILIZING LEICA ELECTRONIC 1201 TOTAL STATIONS FOR THE MEASUREMENT OF BOTH ANGLES AND DISTANCES. THIS SURVEY MEETS OR EXCEEDS THE STANDARDS SET BY WACS 332-130-080/080.

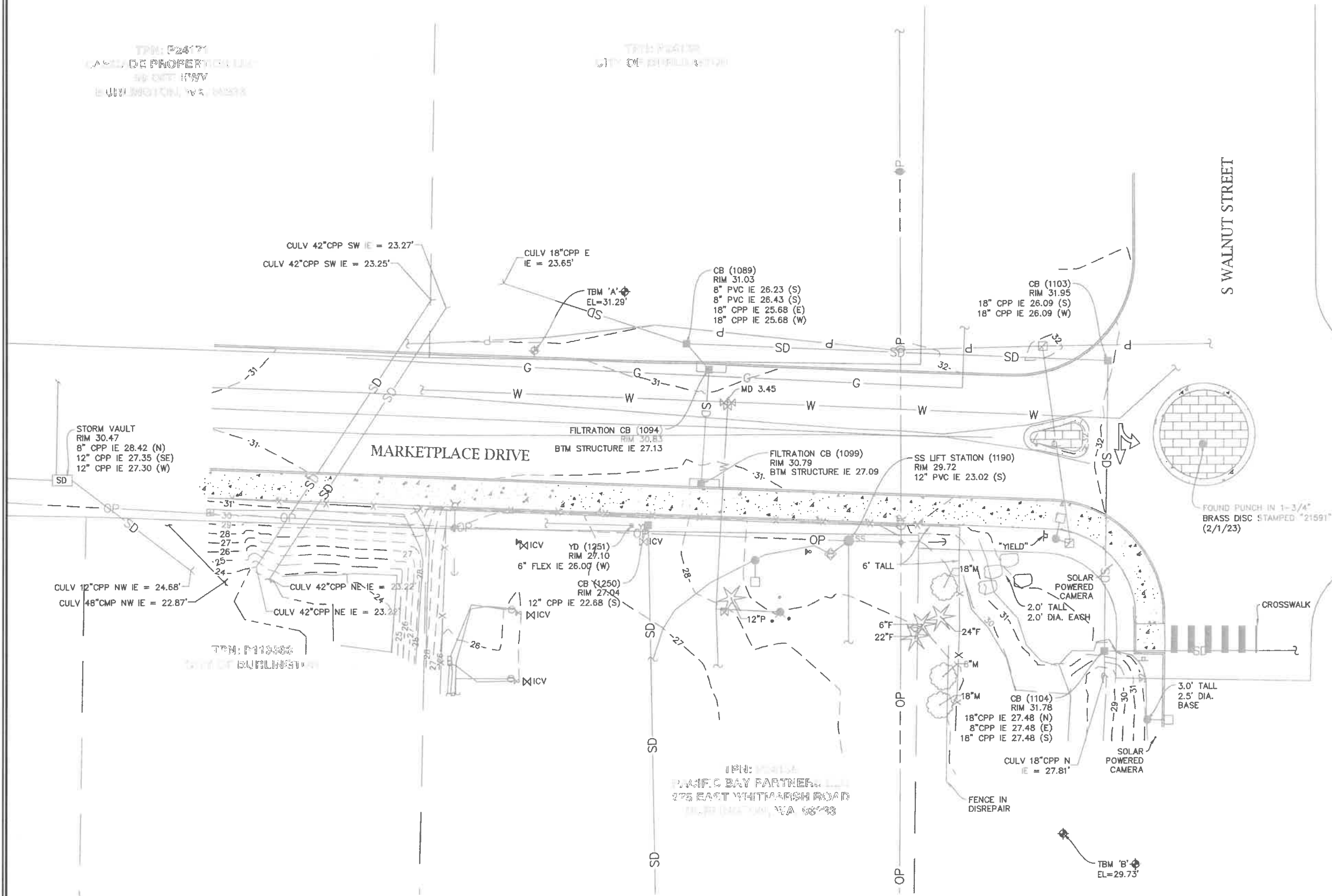
NOTES
THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULTS OF A SURVEY MADE 05/05/23 AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THAT TIME.

THIS SURVEY DISCLOSES FACTORS OF RECORD AND ON THE GROUND AFFECTING THE SUBJECT PROPERTY BOUNDARY, BUT IT DOES NOT PURPORT TO LEGALLY RESOLVE RELATED PROPERTY LINE DISPUTES. WHERE AMBIGUITIES ARE NOTED, AXIS RECOMMENDS THAT THE OWNER CONSULT WITH LEGAL COUNSEL TO DETERMINE HOW BEST TO INTERPRET THEIR PROPERTY RIGHTS AND ADDRESS ANY POTENTIAL PROPERTY LINE DISPUTES.

UTILITY LOCATIONS SHOWN HEREON ARE BASED UPON ASBUILT FIELD LOCATION OF EXISTING STRUCTURES, FIELD LOCATION OF UTILITIES BASED ON LOCATOR PAINT MARKINGS AND LOCATIONS BASED ON UTILITY MAPS FROM CITY AND UTILITY DRAWINGS INDICATING REPORTED UTILITY INSTALLATIONS. OTHER UTILITIES MAY EXIST. NO SUB-SURFACE EXPLORATION WAS MADE TO VERIFY UTILITY ROUTINGS AND THE ROUTING OF ALL BURIED UTILITIES SHOULD BE CONFIRMED WITH THE UTILITY PURVEYOR AND EXPOSED IN AREAS CRITICAL TO DESIGN FOR VERIFICATION.

1' OR 2'(CHOOSE ONE) CONTOUR INTERVAL DERIVED FROM DIRECT FIELD OBSERVATION (OR LIDAR, GPS—CHOOSE ONE).

THIS SURVEY MEETS UNITED STATES NATIONAL MAP ACCURACY STANDARDS FOR VERTICAL ACCURACY OF ONE HALF THE CONTOUR INTERVAL.



SEC. 8., TWP. 34N., RGE. 4E., W.M.
CITY OF BURLINGTON, SKAGIT COUNTY, WASHINGTON

REV#	DESCRIPTION OF REVISION	DATE	BY
#1			
#2			
#3			
#4			
#5			

Axis
Survey & Mapping
15241 NE 90TH ST, SUITE 100
REDMOND, WA 98052
TEL. 425-823-5700
FAX 425-823-6700

SKAGIT TRANSIT
600 COUNTY SHOP LANE
BURLINGTON,
WA 98233

SURVEY
FOR
SKAGIT TRANSIT

www.axismap.com	
JOB NO.	DATE
DRAWN BY	CHECKED BY
SCALE	SHEET

REMOVE CEMENT CONC. SIDEWALK
SAWCUT 4' FROM BACK OF SIDEWALK;
REMOVE TO NEAREST JOINT LINES

REMOVE 2 SECTIONS OF EXISTING FENCE;
APPROXIMATELY 20 LF
PROTECT IN PLACE EXISTING FENCE
POSTS AT WORK LIMITS

REMOVE 2 SECTIONS OF EXISTING FENCE;
APPROXIMATELY 20 LF
PROTECT IN PLACE EXISTING FENCE
POSTS AT WORK LIMITS

— UTILITY POLE
PROTECT IN PLACE

SS LIFT STATION
PROTECT IN PLACE

UTILITY POLE
PROTECT IN PLACE

FIRE HYDRANT
PROTECT IN PLACE

TPN: P113368
CITY OF BURLINGTON

TPN: P24138
PACIFIC BAY PARTNERS LLC
275 EAST WHITMARSH ROAD
BURLINGTON, WA. 98233

Kimley»Horn

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PHONE: (206) 970-1900
WWW.KIMLEY-HORN.COM

PROJECT NO.	23-014
DATE	05/05/2023
SCALE	AS SHOWN
DESIGNED BY	M
DRAWN BY	CV
CHECKED BY	CR

MARKETPLACE DR BUS STOP

PREPARED FOR
SKAGIT TRANSIT

M SKAGIT COUNTY

WASHINGTON

DATE: 5/5/2023

DATE: 5/5/2023

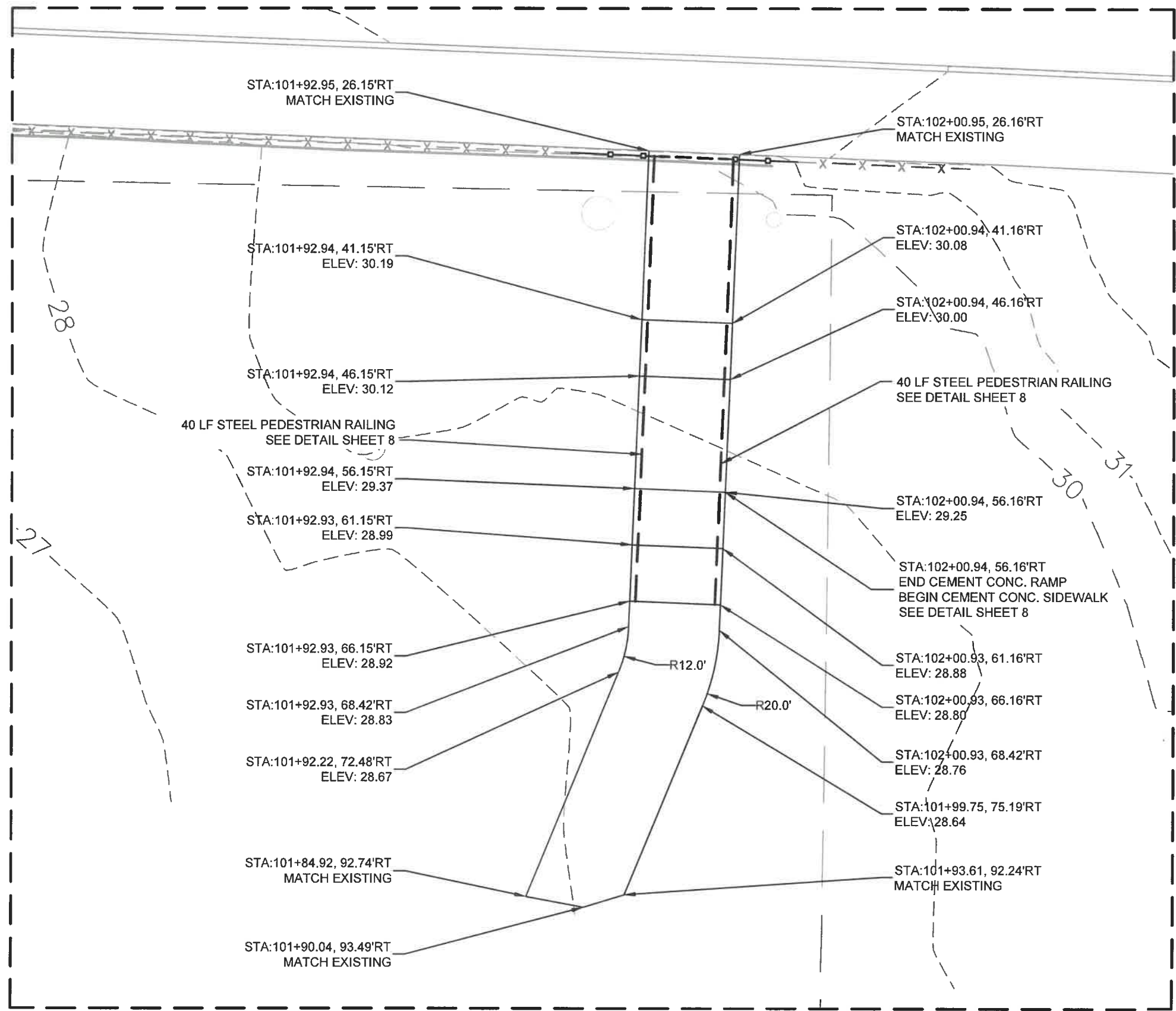
TEMPORARY EROSION AND SEDIMENTATION CONTROL AND DEMOLITION

SHEET NUMBER

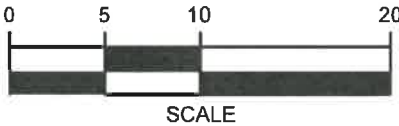
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Plotted By: Jackson, Martin, Street Section Layout: Roadway Details - Concrete Ramp, May 04, 2023, 08:11:17pm, K:\SEA_Civil\SEA_PUBLIC\080103024 - Skagit Bus Stop\08 CAD\PlanSheet\05-10_Roadway Grading-Roadway Details.dwg
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LEGEND	
	EXISTING SIDEWALK
	PROPOSED SIDEWALK
	BUS SHELTER
	BUS SHELTER SLAB
	GRAVEL PATH
	GRAVEL SHOULDER
	PARCEL LINES
	EXISTING FENCE
	PROPOSED FENCE
	EXISTING RETAINING WALL
	PROPOSED RAILING
	PROPOSED GATE
	EXISTING CONTOURS
	PROPOSED CONTOURS



No.	REVISIONS	DATE	BY

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PROJECT NO.	23-014
DATE	05/05/2023
SCALE	AS SHOWN
DESIGNED BY	MLJ
DRAWN BY	CWD
CHECKED BY	CRM

MARKETPLACE DR BUS STOP
PREPARED FOR
SKAGIT TRANSIT

SKAGIT COUNTY

WASHINGTON



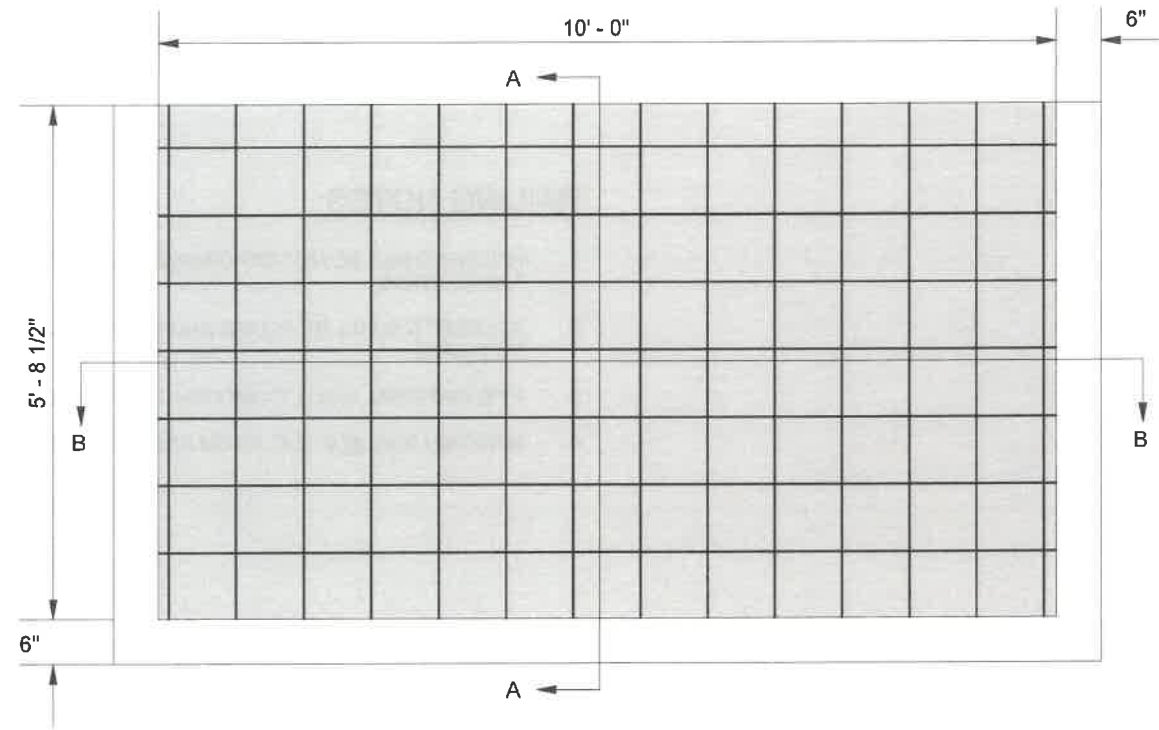
DATE: 5/5/2023

ROADWAY DETAILS - CONCRETE RAMP

SHEET NUMBER

6

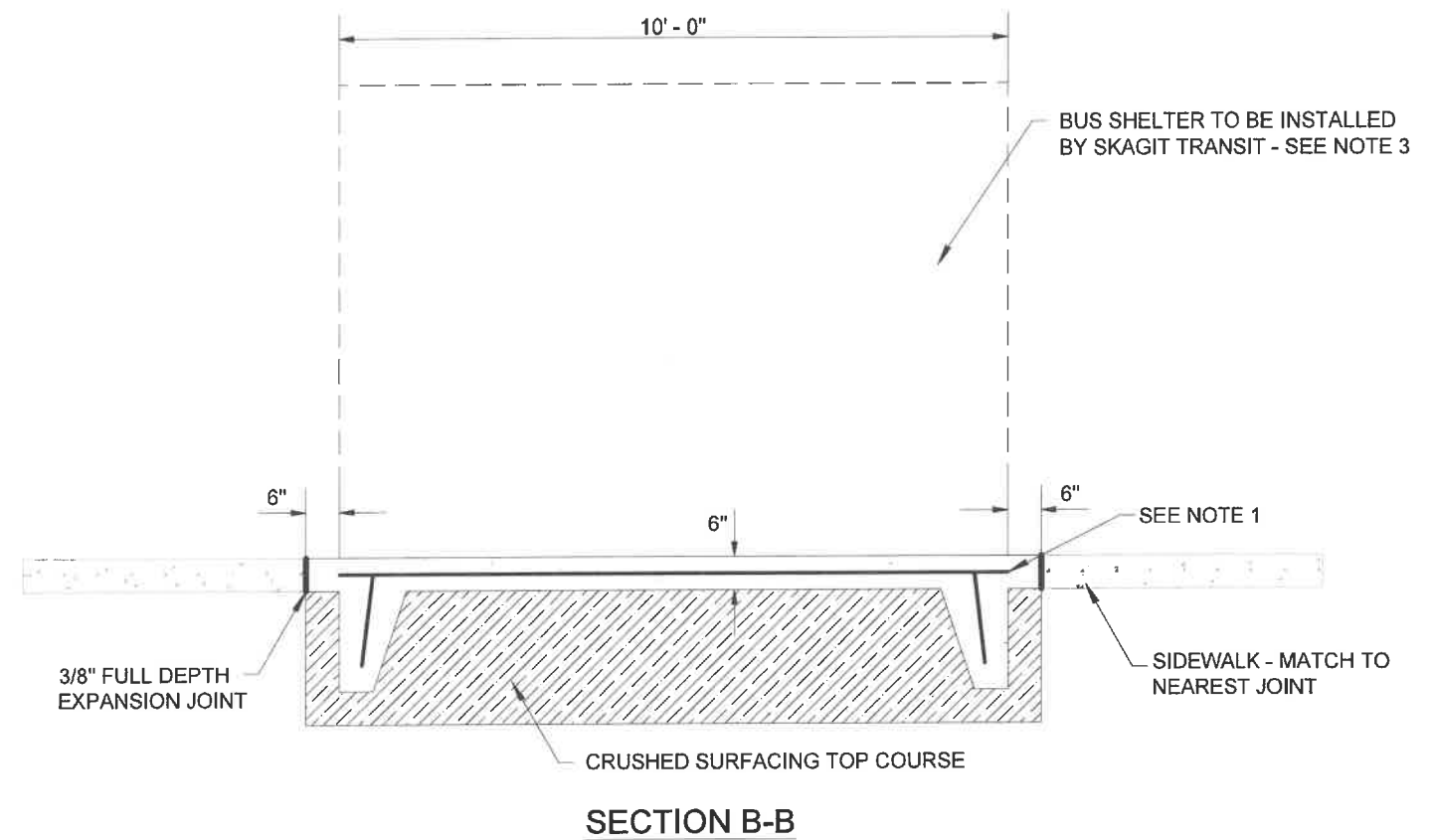
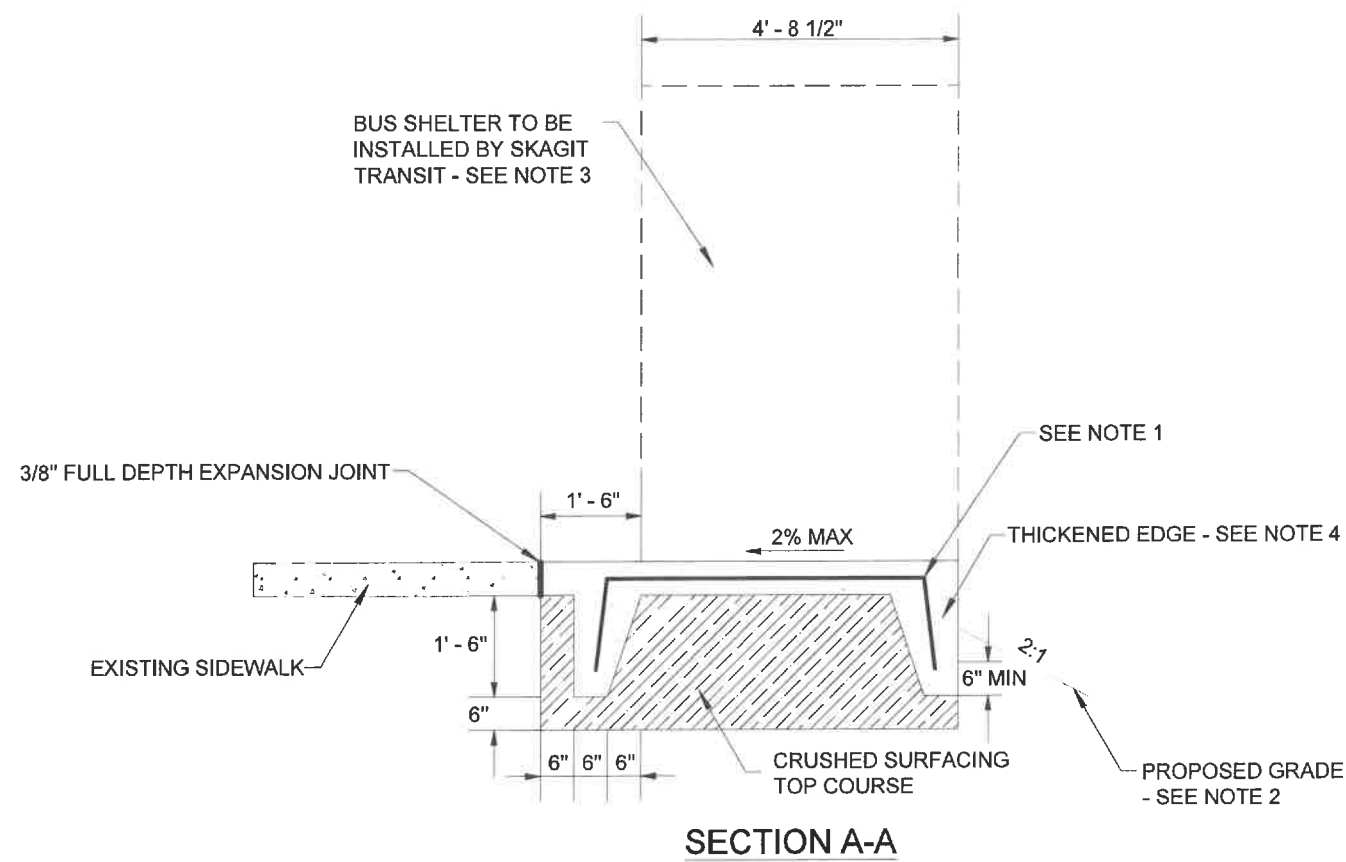
Plotted By: Jackson, Martin Sheet Section: Layout7 ROADWAY DETAILS - CONCRETE BUS SHELTER SLAB May 04, 2023 05:05:13pm K:\SEA\CONTR\SEA_PUBLIC\00103002.4 - Skagit Bus Stop\08 CADD\PlanSheet\05-10_Roadway Grading-Roadway Details.dwg
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CONCRETE BUS SHELTER SLAB - PLAN VIEW

CONSTRUCTION NOTES:

1. BUS SHELTER FOUNDATION WITH 6" THICK CONCRETE CLASS 3000, AND REINFORCEMENT. #4 @ 9" O.C. EACH WAY MID DEPTH, HOOK ENDS
2. RESTORE BACKSIDE WITH 2:1 SLOPE TO MATCH EXISTING GRADE
3. 10' x 4' 8 1/2" BUS SHELTER INSTALLED BY OTHERS
4. THICKENED SLAB ON ALL (4) SIDES WITH (2) #4 HOOK AT CORNER



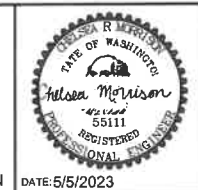
No.	REVISIONS	DATE	BY

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PHONE: (206) 970-1900
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PROJECT NO.	23-014
DATE	05/05/2023
SCALE	AS SHOWN
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MARKETPLACE DR BUS STOP
PREPARED FOR
SKAGIT TRANSIT

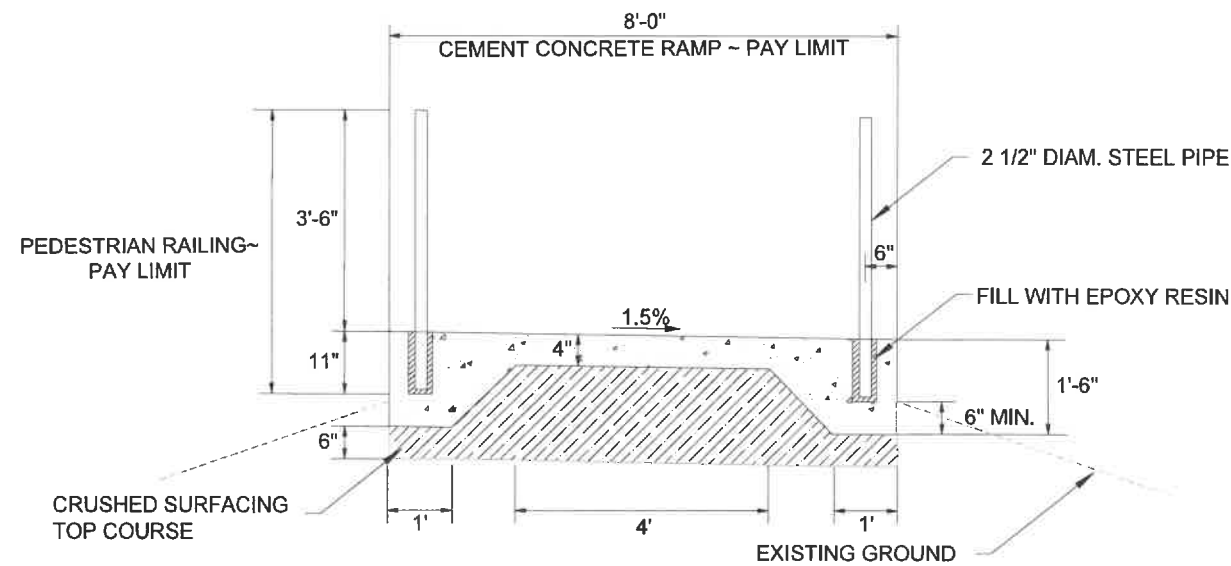
SKAGIT COUNTY



WASHINGTON DATE: 5/5/2023

ROADWAY DETAILS - CONCRETE
BUS SHELTER SLAB

SHEET NUMBER
7



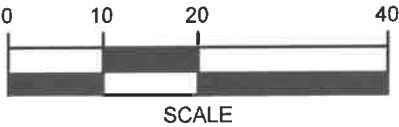
CEMENT CONCRETE RAMP W/ PEDESTRIAN RAILING - TYPICAL SECTION

CEMENT CONCRETE RAMP W/ PEDESTRIAN RAILING - ELEVATION VIEW EAST TO WEST

				<div><div><div>KimleyHorn</div><div>© 2023 KIMLEY-HORN AND ASSOCIATES, INC. 1201 3RD AVE SUITE 2500, SEATTLE, WA 98101 PHONE: (206) 970-1900 WWW.KIMLEY-HORN.COM</div></div></div>		<div><div><div>PROJECT NO. 23-014</div><div>DATE 05/05/2023</div><div>SCALE AS SHOWN</div><div>DESIGNED BY MLJ</div><div>DRAWN BY CWD</div><div>CHECKED BY CRM</div></div></div>		<div>MARKETPLACE DR BUS STOP</div> <div>PREPARED FOR</div> <div>SKAGIT TRANSIT</div> <div>SKAGIT COUNTY</div> <div>WASHINGTON</div>		<div><div><div>SEAL OF WASHINGTON STATE OF WASHINGTON Chelsea Morrison 55111 REGISTERED PROFESSIONAL ENGINEER</div><div>DATE: 5/5/2023</div></div></div>		<div>ROADWAY DETAILS -</div> <div>PEDESTRIAN RAILING</div>		<div>SHEET NUMBER</div> <div>8</div>	
No.	REVISIONS			DATE	BY										

NOTES:

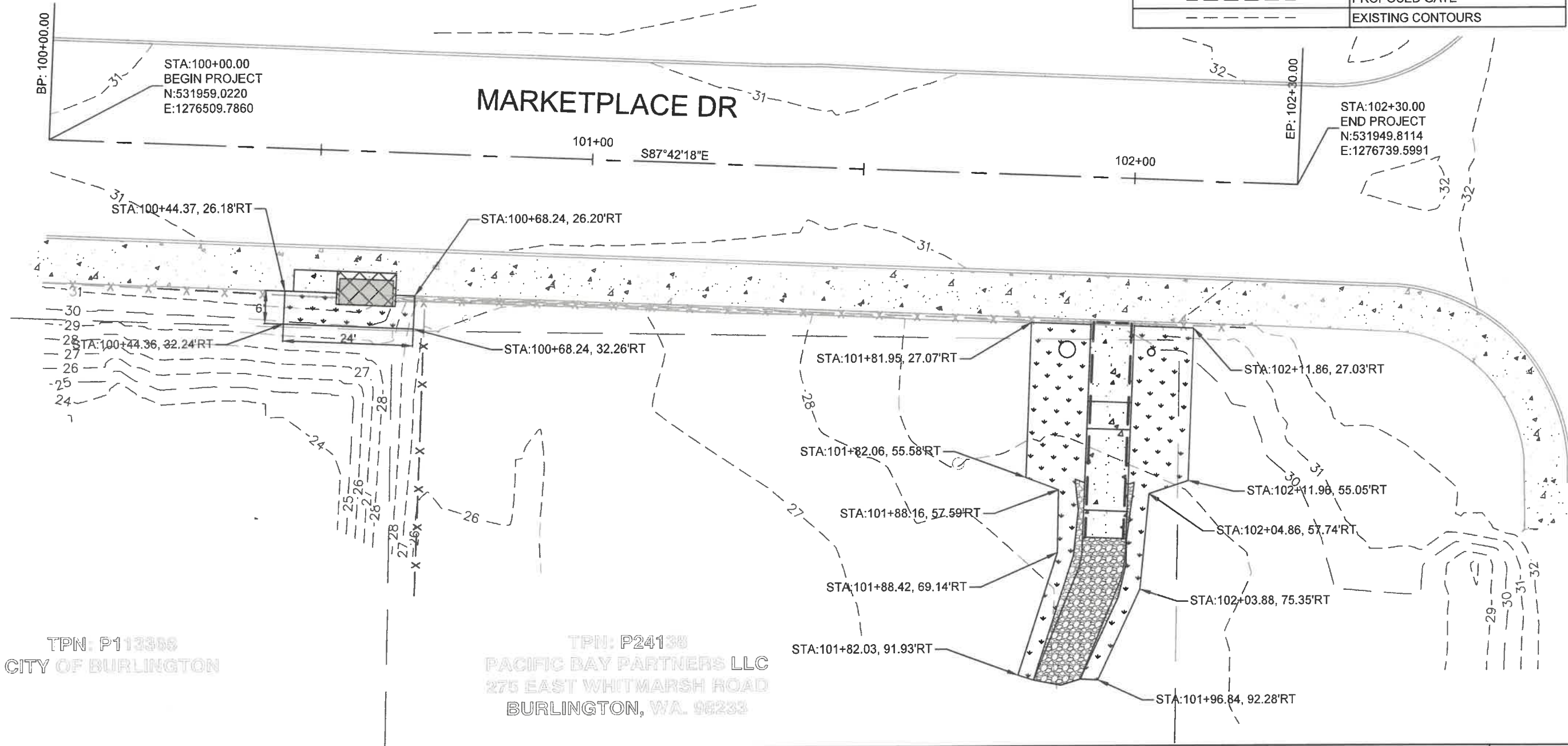
1. LANDSCAPING RESTORATION TO CONSIST OF SEEDING, FERTILIZING, AND MULCHING.



LEGEND

	EXISTING SIDEWALK
	PROPOSED SIDEWALK
	LANDSCAPING
	BUS SHELTER
	BUS SHELTER PAD
	GRAVEL PATH
	GRAVEL SHOULDER
	PARCEL LINES
	EXISTING FENCE
	PROPOSED FENCE
	EXISTING RETAINING WALL
	PROPOSED RAILING
	PROPOSED GATE
	EXISTING CONTOURS

ALIGNMENT DATA - MARKETPLACE DRIVE							
BEGINNING STATION	ENDING STATION	LENGTH	CHORD BEARING	BEGINNING COORDINATES NORTHING	BEGINNING COORDINATES EASTING	ENDING COORDINATES NORTHING	ENDING COORDINATES EASTING
100+00	102+30	229.998'	S87°42'18"E	531959.0220	1276590.7860	531949.8114	1276739.5991



TPN: P113366
CITY OF BURLINGTON

TPN: P24138
PACIFIC BAY PARTNERS LLC
275 EAST WHITMARSH ROAD
BURLINGTON, WA. 98233



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PHONE: (206) 970-1900
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PROJECT NO.	23-014
DATE	05/05/2023
SCALE	AS SHOWN
DESIGNED BY	MLJ
DRAWN BY	CWD
CHECKED BY	CRM

MARKETPLACE DR BUS STOP
PREPARED FOR
SKAGIT TRANSIT

SKAGIT COUNTY



WASHINGTON DATE 5/5/2023







LANDSCAPING & RESTORATION

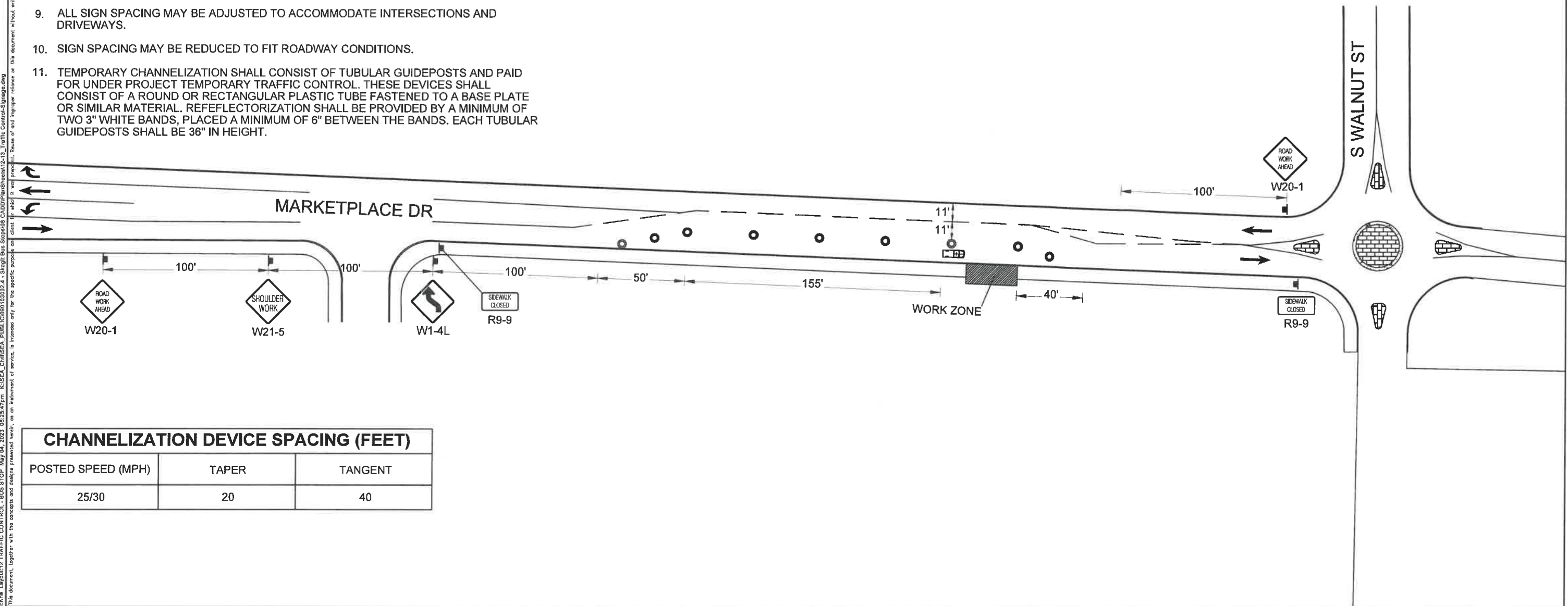
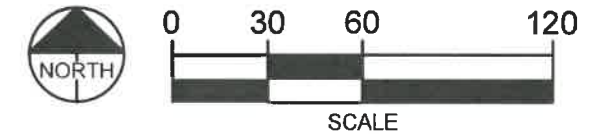
SHEET NUMBER

11

Plotted By: Jackson, Martin Sheet Set: K:\11 LANDSCAPING & RESTORATION May 04, 2023 05:18:59pm K:\SEA_CivilSEA_PUBLIC\090103024 - Skagit Bus Stops\08 CADD\PlanSheet11_Landscaping & Restoration.dwg
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1. ALL SIGNS SHALL BE BLACK ON ORANGE AND BE 48"X48" IN SIZE UNLESS NOTED OTHERWISE.
2. THE CONTRACTOR MUST PLACE THE APPROPRIATE CONSTRUCTION WARNING SIGNS BEFORE CONSTRUCTION BEGINS AND MAINTAIN SIGNAGE TO THE CURRENT STANDARDS LISTED IN PART VI OF THE MUTCD THROUGHOUT CONSTRUCTION.
3. THE CONTRACTOR MUST INSTALL SUCH APPROPRIATE WARNING SIGNS AS CONDITIONS INDICATE: I.E. ROUGH ROAD AHEAD, ABRUPT EDGE, BUMP, LOOSE GRAVEL, MOTORCYCLES USE EXTREME CAUTION, ETC.
4. ADVISORY SPEEDS ARE NOT PERMITTED UNLESS APPROVED BY THE CITY OF BURLINGTON TRAFFIC ENGINEER.
5. THE CONTRACTOR MUST PROVIDE PEDESTRIAN DETOUR SIGNS AT ADJACENT INTERSECTIONS.
6. THE CONTRACTOR SHALL PROVIDE EMERGENCY ACCESS THROUGH THE WORK ZONE AT ALL TIMES.
7. SIGNS, MARKINGS, AND ROADWAY CONDITIONS MUST BE REPAIRED OR REPLACED AS NECESSARY WHEN CONTRACTOR COMPLETES PROJECT.
8. MAINTAIN 10' MINIMUM LANE WIDTH AT ALL TIMES.
9. ALL SIGN SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS.
10. SIGN SPACING MAY BE REDUCED TO FIT ROADWAY CONDITIONS.
11. TEMPORARY CHANNELIZATION SHALL CONSIST OF TUBULAR GUIDEPOSTS AND PAID FOR UNDER PROJECT TEMPORARY TRAFFIC CONTROL. THESE DEVICES SHALL CONSIST OF A ROUND OR RECTANGULAR PLASTIC TUBE FASTENED TO A BASE PLATE OR SIMILAR MATERIAL. REFLECTORIZATION SHALL BE PROVIDED BY A MINIMUM OF TWO 3" WHITE BANDS, PLACED A MINIMUM OF 6" BETWEEN THE BANDS. EACH TUBULAR GUIDEPOSTS SHALL BE 36" IN HEIGHT.

LEGEND	
	CONSTRUCTION SIGN CLASS A
	TUBULAR GUIDEPOSTS
	WORK ZONE
	TRAFFIC SAFETY DRUM
	DIRECTION OF TRAVEL
	PROTECTIVE VEHICLE



CHANNELIZATION DEVICE SPACING (FEET)		
POSTED SPEED (MPH)	TAPER	TANGENT
25/30	20	40

11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531				
No.	REVISIONS	DATE	BY	

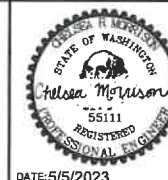


PROJECT NO.	23-014
DATE	05/05/2023
SCALE	AS SHOWN
DESIGNED BY	ML
DRAWN BY	CWD
CHECKED BY	CRM

MARKETPLACE DR BUS STOP

PREPARED FOR
SKAGIT TRANSIT

SKAGIT COUNTY



WASHINGTON

DATE: 5/5/2023

TRAFFIC CONTROL - BUS STOP

SHEET NUMBER

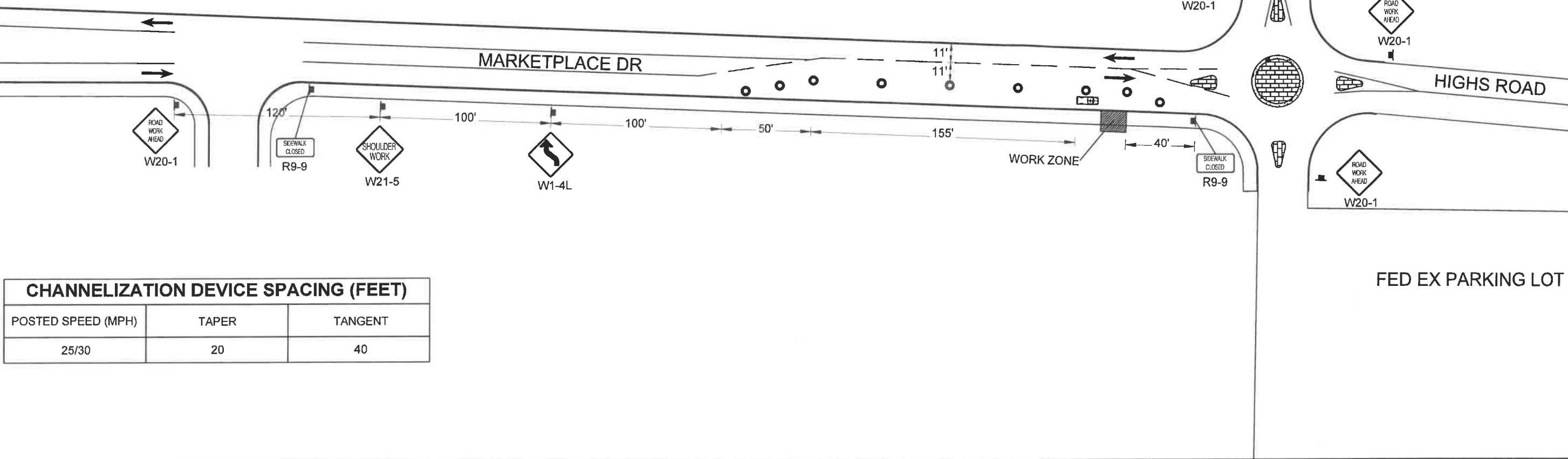
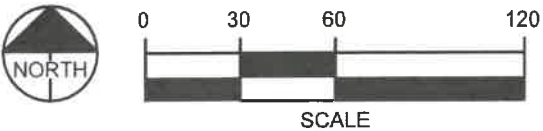
12

Plotted By: Jackson, Martin Sheet: 5/5/2023 13 TRAFFIC CONTROL - CONCRETE RAMP May 04, 2023 05:53:35pm K:\SEA_CHINISEA_PUBLIC\00103002.4 - Skagit Bus Stop\08 CADD\PlanSheets\12-13_Traffic Control\Signage.dwg
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	CONSTRUCTION SIGN CLASS A
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CHANNELIZATION DEVICE SPACING (FEET)		
POSTED SPEED (MPH)	TAPER	TANGENT
25/30	20	40

No.	REVISIONS	DATE	BY

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1201 3RD AVE. SUITE 2500, SEATTLE, WA 98101
PHONE: (206) 970-1900
WWW.KIMLEY-HORN.COM

PROJECT NO. 23-014	DATE 05/05/2023
SCALE AS SHOWN	DESIGNED BY MLJ
DRAWN BY CWD	CHECKED BY CRM

MARKETPLACE DR BUS STOP
PREPARED FOR
SKAGIT TRANSIT

SKAGIT COUNTY
WASHINGTON

TRAFFIC CONTROL - CONCRETE RAMP

SHEET NUMBER
13

