



Prepared for:

City of Fife
5411 23rd Street East
Fife, WA 98424

CONTRACT DOCUMENTS

FOR

54th Avenue East/UPRR Automated Gates

Prepared by:

David Evans and Associates, Inc.
3700 Pacific Hwy E. Suite 311
Fife, WA 98424
(253) 922-9780
(253) 922-9781 FAX

July 2014

Notice is hereby given that sealed bids will be received by the City of Fife at Fife City Hall; 5411 23rd Street E., Fife, WA 98424 up to the hour of **2:00 p.m.** on **August 5, 2014** for the **54th Avenue East/UPRR Automated Gates** and will then be opened and publicly read at City Hall. Bids received later than **2:00 p.m.** on **August 5, 2014** shall not be considered.

The work involved in the **54th Avenue East/UPRR Automated Gates** includes removing existing gates and gate posts, installing automated and emergency vehicle controlled gates, posts and signage, coordinating and installing electrical service cabinets, wiring and facilities and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The City of Fife in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that on any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. This project uses local funds.

Prevailing wage requirements are in effect.

Bid proposals will be received only at Fife City Hall located at 5411 23rd Street East, Fife, Washington. Proposals received after **2:00 p.m.**, on **August 5, 2014** will not be considered.

The City of Fife reserves the right to reject any or all bids and to waive irregularities in the bid or in the bidding.

No Bidder may withdraw his/her proposal after **2:00 p.m.** **August 5, 2014** or before award of Contract, unless said award is delayed for a period exceeding sixty (60) days.
Published:

INSTRUCTION TO BIDDERS

I. Execution of Contract

- A. Execution of Contract:
 - 1. Within **5 days** after the date the lowest qualified Bidder receives notification of award, the lowest qualified Bidder shall execute and return the Contract and the required number of copies and shall furnish a performance and payment bond and insurance.
 - 2. At the time of bid submittal, the Contractor shall notify the City in writing of the names of all proposed subcontractors for the work.
- B. Performance Bond/Payment Bond:
 - 1. To be furnished at the time of delivery of the executed Contract.
 - 2. To be in full amount of Contract price.
 - 3. The surety must be authorized to do business in the state of Washington and be satisfactory to the City. Each bond must be approved in writing by the City Attorney.
- C. Contract Insurance:
 - 1. Work under the Contract shall not commence until the City has approved the Contractor's insurance. No subcontractors shall commence work until the City has approved the subcontractor's insurance.
 - 2. The Contractor and subcontractors shall obtain and maintain Workman's Compensation Insurance during the life of this Contract.
 - 3. Contractor specifically waives its immunity under Title 51 of the Revised Code of Industrial Insurance Act for injuries to its employees, and indemnifies the City from liability for the action brought by those employees.

II. Legal Wages on Public Works

- A. Statement of Intent to Pay Prevailing Wages:
 - 1. The Contractor shall submit a Statement for the Contractor and each and every subcontractor to the Industrial Statistician of the Department of Labor and Industries for approval. A \$25.00 fee payable to the Department of Labor and Industries shall be included for each statement submitted. Should force account work be authorized by the City, the Contractor shall, at his/her own expense, provide the City with a new statement of Intent to Pay Prevailing Wages if any changes have occurred since the issuance of the original Intent to Pay Prevailing Wages was filed.
 - 2. For contracts in excess of \$10,000, the Contractor shall post in a location readily visible to workers at the job site:

- a. A copy of the approved statement of Intent to Pay Prevailing Wages (Labor and Industries [L & I] Form F700-029-000).
 - b. The address and telephone number of the Industrial Statistician of the Department of Labor and Industries.
3. The statement of Intent to Pay Prevailing Wages shall include the Contractor's registration certificate number or UBI number and prevailing rate of wage for each classification of workers entitled to prevailing wages. Self-employed or owner/operator contractors or subcontractors who perform the actual work will be required to submit a statement regardless of the method of payment.

B. Affidavit of Wages Paid: Following final acceptance of the Project, the Contractor shall submit, for the Contractor and each and every subcontractor, an Affidavit of Wages Paid (L & I Form F700-007-000) form to the Industrial Statistician of the Department of Labor and Industries for approval. A \$25.00 fee payable to the Department of Labor and Industries shall be included for each statement submitted. Self-employed or owner/operator contractors or subcontractors who perform the actual work will be required to submit an affidavit regardless of the method of payment.

III. Contract Payments

A. Progress payments, as permitted by the specifications, will be made by the City as work is accomplished. No payments will be made until a certified Intent to Pay Prevailing Wages for the Contractor and all subcontractors has been received by the City.

B. There will be reserved and retained from moneys earned by the Contractor, as determined by the progress estimates, a sum equal to five percent (5%) of such estimates. The retainage may be placed in an escrow or interest bearing account at the Contractor's request.

C. When all work has been completed to the satisfaction of the Department of Public Works, the final payment less retainage will be paid.

D. After acceptance of the contract work by the City Council, a Notice of Completion of Public Work Contract will be forwarded to the State Department of Revenue. The retainage will be held until approval of release from the State has been received or a 60-day period has elapsed, whichever is longer. No retainage may be released until the Affidavit of Wages Paid for Contractor and subcontractors is on file with the City; the City has received from the Department of Revenue a certificate that all taxes, increases, and penalties due have been paid (RCW 60.28.050).

E. After acceptance of the Project by the City Council, a Certificate of Completion will be issued by the City and forwarded to the Contractor. The Certificate will state the warranties and/or guarantees required by the Contract Documents. The issuance will signify the starting and completion of all warranties as may be required.

F. One month prior to expiration of the warranties and/or guarantees, the Public Works Department will conduct a final inspection of the Project. The Contractor will be notified of any material installed or item of work that has failed in accordance with said warranties and/or guarantees. The Contractor will repair said failures within ten (10) working days after notification.

BIDDER'S CHECKLIST

The following forms and information must be turned in at the time of the Bid opening:

1. Proposal, certify receipt of addenda (if any) in the space provided in the second paragraph.
2. Statement of Bidder's Qualifications
3. Payment Bid Items.
4. Bid Bond Form, attach Power of Attorney.
5. Certificate as to Corporate Principal, notary required.
6. Noncollusion Certificate, notary required.

COMPLETELY FILL OUT EACH LINE ITEM.

PROPOSAL

City of Fife
5411 23rd Street E
Fife, Washington 98424

Project: **54th Ave. E./UPRR Automated Gates**

Date: _____

Total Bid Amount: _____ (from payment schedule)

The undersigned, as Bidder, declare that we have personally examined the Project site in the City of Fife, and all of the plans, specifications, and Contract Documents herein contained, and that we will contract with the City of Fife on the form of agreement provided herewith to do everything necessary to perform and complete construction called for in the Contract for the construction of the Project listed above, at the price and on the terms and conditions herein contained in the Contract Documents. Total price for the Contract has been written in words followed by numbers in parentheses.

We agree that the following shall form a part of this proposal: Statement of Bidders Qualifications, Bid Schedule, Proposed Subcontractors, Non-Collusion Certificate, and Certificate as to Corporate Principal. We acknowledge that addenda numbers _____ to _____ have been delivered to us and have been examined as part of the Contract Documents.

Attached is a proposal guaranty bond duly completed by a guaranty company authorized to carry on business in the state of Washington in the amount of at least five percent (5%) of the total amount of our proposal.

If our proposal is accepted, we agree to sign the Contract and to furnish the performance bond and the required evidence of insurance within **five (5)** calendar days after receiving written notice of the award of the Contract. We acknowledge that the City of Fife may forfeit our bid deposit as liquidated damages in the event of our non-compliance with the requirements of this paragraph.

The Bidder agrees to prosecute the work in accordance with this Document and the Standard Specifications. Bidder further agrees to complete the Project within the allotted time as specified in the Contract.

The Bidder understands that the Owner reserves the right to reject any and all proposals, as well as increase or decrease the scope of work, in accordance with Section 1-04 of the 2014 WSDOT *Standard Specifications for Road, Bridge, and Municipal Construction*.

_____	_____
Bidder	Telephone
_____	_____
By Authorized Official	
_____	_____
_____	_____
Date	
_____	_____
Contractor's Registration No.	Business Address

All blank lines must be filled in to constitute a completed Bid Form.

STATEMENT OF BIDDER'S QUALIFICATIONS

Each Contractor bidding on work included in these Contract Documents shall prepare and submit the following data:

Name of Bidder: _____

1. Business Address: _____

2. How many years have you been engaged in the contracting business under the present firm name?

3. Number of contracts now in hand: _____ Total value of contracts: \$_____

4. List of more important projects completed by your Company including approximate costs:

5. List your major equipment: _____

6. Key personnel to be assigned to project and experience: _____

7. References:

Name and License No.: _____

Address: _____

Contact Person and Phone Number: _____

8. Bank References:

Name: _____

Address: _____

Contact Person and Phone Number: _____

9. State of Washington Contractor Registration No.: _____

10. Expiration date of Contractor's Registration: _____

11. Contractor's Surety or Bonding Company: _____

12. Contractor's Agent's Address and Telephone Number: _____

13. List all jobs under construction, being completed, or contracted to start.

<u>Project Name</u>	<u>Contact Person</u>	<u>Phone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

14. Does the Contractor have the resources to start immediately? _____

Company

Authorized Signature/Title

BID ITEMS
CITY OF FIFE
54th Avenue East/UPRR Automated Gates

NOTE: Unit prices for all items, all extensions and total amount must be shown in ink or typewritten. Show unit prices in figures only.

Item	Unit	Description	QTY	Unit Cost	Total
1	LS	Automated Gates	LS	\$	\$
Total					\$

BID BOND FORM

Herewith find deposit in the form of a certified check, cashier's check, cash or bid bond, in the amount of \$ _____ (\$ _____), which is not less than five percent (5%) of the total bid. Sign here _____

BID BOND

KNOW ALL PEOPLE BY THESE PRESENTS:

That I/we, _____ as Principal, and that I/we, _____ as Surety,

are held firmly bound unto the City of Fife, Washington, as Obligee, in the penal sum of \$ _____ (\$ _____), for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for the **54th Avenue East/UPRR Automated Gates**, according to the terms of the proposal or bid made by the Principal thereto, and the Principal shall duly make and enter into a Contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

Signed, sealed, and dated this _____ day of _____, _____.

Principal

Surety

Note: Power of Attorney shall be attached.

Attorney in Fact

Received return deposit in the sum of \$ _____ (\$ _____).

Bond No.: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of the corporation named as Contractor in Agreement attached hereto; that _____ who signed said Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

By: _____

Title: _____

State of: _____

County of: _____

being duly sworn deposes and says that he is _____ of _____.

(Name of Organization)

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

(Notary Public)

My commission expires: _____, _____.

CONTRACT

THIS AGREEMENT, made in three copies, each of which shall be deemed an original, and entered into this ____ day of _____, _____, by and between the City of Fife, hereinafter called the "Owner" and _____, hereinafter called the "Contractor."

WITNESSETH:

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. The Contractor shall do all work; furnish all tools, materials, and equipment; and complete the construction of the **54th Avenue East/UPRR Automated Gates** hereinafter referred to as the "Project." The work shall be commenced and completed in accordance with and as described in the Contract Documents, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the Project provided under this Contract and every part thereof, for the sum of _____ (\$_____).
2. The Contractor agrees to begin the work on the Project as described in the Contract Documents on the date established in the written Notice to Proceed given to the Contractor by the City. The Contractor further agrees to carry on such work regularly and without interruption thereafter (unless the City shall otherwise specifically direct, in writing,) with such force as to secure its completion **on or before September 30, 2014**; the time of beginning, rate of progress, and time of completion being essential conditions of the Contract.
3. If said work is not completed within the time specified, the Contractor agrees to pay liquidated damages to the Owner in the amount of \$500.00 per day for each and every calendar day required beyond the construction time allowed above.
4. The Contractor 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 this Contract and every part thereof, except as otherwise provided in the Contract Documents and Specifications to be furnished by the City of Fife.
5. The term "Contract Documents" means and includes the following:
 - A. Notice to Contractors
 - B. Instructions to Bidders
 - C. Proposal
 - D. Bid Bond
 - E. Contract
 - F. Amendments to the Standard Specifications
 - G. Noncollusion Affidavit
 - H. Special Provisions

- I. Equal Employment Opportunity Requirements
 - J. Performance Bond
 - K. Notice to Award
 - L. Notice to Proceed
 - M. Change Order(s)
 - N. Drawings prepared by David Evans and Associates, Inc.
 - O. Addenda No. _____ dated _____.
 - P. Any documents referenced or incorporated in the Contract Documents.
 - Q. WSDOT 2014 Standard Specifications for Road, Bridge and Municipal Construction, WSDOT Standard Plans, the Manual on Uniform Traffic Control Devices (MUTCD). Except as specifically amended or supplemented.
6. The Owner agrees to pay to the Contractor in the manner and at such times as set forth in the Standard Specifications, Section 1-09, such amounts as required by the Contract Documents.
 7. The Contractor for himself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all of the covenants herein upon the part of the Contractor.
 8. It is further agreed that no liability shall attach to the City of Fife by reason of entering into this Contract, except as expressly provided herein.

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

<p>CITY OF FIFE</p> <p>By _____ Dave Zabell</p> <p>Its City Manager _____</p> <p>ATTEST:</p> <p>_____ Dave DeGroot, Finance Director- Treasurer</p> <p>APPROVED FOR FORM:</p> <p>_____ Loren Combs, City Attorney</p>	<p>CONTRACTOR</p> <p>_____ Name of Contractor</p> <p>By _____</p> <p>Its _____</p> <p>CONTRACTOR'S ADDRESS AND PHONE:</p> <p>_____</p> <p>_____</p> <p>_____</p>
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CITY OF FIFE
PERFORMANCE & PAYMENT BOND WITH GUARANTY

Name of Project _____
Contractor(Principal) _____
Project/Contract # _____
Surety _____
Bond Amount \$ _____
Bond # _____

1. Date and Parties

This performance and payment bond with guaranty is dated, for reference purposes only, the _____ day of _____, 2014 and is executed by _____, _____, as Principal(s), and _____, as Surety.

2. General Recitals

A. Principal has entered into a public works contract (the "Contract") with the City of Fife for certain work described as follows:

(the "Work").

B. This bond is furnished in accordance with RCW 39.08 to secure faithful performance of the Contract and payment of all persons covered under RCW 39.08.010.

3. Bond Amount

The Principal and the Surety agree and do jointly and severally bind themselves, their heirs, executors, administrators, and assigns, unto the City in the sum of _____ dollars (\$ _____).

4. Agreement to Perform

A. Principal, his or its heirs, executors, administrators, successors, or assigns, shall abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of the Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified.

B. Principal shall pay all laborers, mechanics, and subcontractors and material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work.

C. The Principal further agrees to correct any defects in materials, workmanship, or installation of the Work which shall develop or be discovered within one (1) year after final acceptance of the Work.

5. Indemnity Agreement

A. The Principal hereby agrees to indemnify and hold the City harmless from any and all claims that may be made against the City resulting directly or indirectly from any action or inaction of the Principal or his agents, employees or independent contractors relating directly or indirectly to work performed or to be performed under the terms of this agreement. This indemnity and hold harmless shall include City Costs related to defending against said claims, or in enforcing the terms of this agreement.

B. For purposes of this document, the term “City Costs” shall mean all City expenditures, obligations or debt incurred, including, but not limited to: construction, labor, equipment and material costs; City staff time; legal consultant fees; engineering consultant fees; financial consultant fees; publication, service or process and filing fees; mailing fees; cost of right-of way, real property and easement acquisition; and fees and costs to other governmental jurisdictions, that are made or incurred by the City, whether or not legal action is commenced.

6. Obligation of Surety

A. If the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) fails to abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, or fails to faithfully perform any of the provisions of the Contract or fails to well and truly perform and fulfill any of the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, then the Surety shall be liable to the City for City Costs resulting from said failure to perform, but not to exceed the Bond amount.

B. If the Principal (or any subcontractors or lower tier subcontractors of the Principal) fails to pay any laborers, mechanics, or subcontractors or material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work, then the Surety shall be liable to the City for City Costs resulting from such failure to pay and to the persons covered by RCW 39.08.010, but not to exceed the Bond amount.

C. If the Principal fails to correct any defects in materials, workmanship, or installation of the Work which shall develop or be discovered within one (1) year after final acceptance of the Work, then the Surety shall be liable to the City for City Costs resulting from such failure, but not to exceed one tenth of the Bond amount.

D. The Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any change, extension of tie, alterations or additions to the terms of the Contract or the Work or to the specifications.

E. The Surety agrees that modifications and changes may be made in the terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid to the Principal shall automatically increase the obligation of the Surety on this Bond in a like amount. However, such increase shall not exceed twenty-five percent (25%) of the original amount of this Bond without the consent of the Surety.

7. Address for Notices

All notices required hereunder shall be considered properly delivered when personally delivered, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested, to:

Principal:	Surety:
_____	_____
Name	Name
_____	_____
Street address	Street address
_____	_____
City, State and zip code	City, state and zip code
_____	_____
Facsimile number	Facsimile number

8. Default

A. If the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) fails to faithfully, fully, and timely perform the Contract or any amendments thereto as required hereunder, or fails to pay any laborers, mechanics, or subcontractors or material suppliers, or any persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work, then the City shall notify the Principal and the Surety that such failures must be cured to the satisfaction of the City Public Works Department within seven days from the date of the Notice, or such longer time as may be determined by the City Public Works Director. If the failures are not so cured and approved within the period stated in the notice then the Surety, upon written demand by the City, shall immediately tender to the City the full amount of the Bond (less any amount previously paid to claimants in accordance with RCW 39.08) and the City will complete the Work and/or make the payments, as the case may be, deduct from the amount tendered the City Costs, and refund the remainder, if any, to the Surety.

B. If the Principal fails to correct any defects in materials, workmanship, or installation of the Work, as required hereunder, then the City shall notify the Principal and Surety that the Work must be corrected to the satisfaction of the City Public Works Department within seven days from the date of the Notice, or such longer time as may be determined by the City Public Works Director. If the Work is not corrected and approved within the period stated in the notice, then the Surety, upon written demand by the City, shall immediately tender to the City one tenth of the Bond amount (or the total amount remaining on the Bond whichever is less), and the

City will correct the Work, and deduct from the amount tendered the City Costs. The City shall retain the remainder until the end of the warranty period. If at the end of the warranty period the tendered monies have not been expended for City Costs associated with correction of Work, then the remaining amount shall be refunded to the Surety.

C. If the amount of the Bond is inadequate to pay for City Costs, either because the City Costs exceed the Bond amounts or the Surety is no longer solvent or fails to timely tender the appropriate amount, then the City shall forthwith notify the Principal and he shall tender the deficiency to the City within five days of said notification. If the City commences legal action to collect said deficiency then the prevailing party in said legal action shall be entitled to judgment for their reasonable costs and attorney fees incurred therein. Each Principal is jointly and severally liable for the obligations set forth herein.

9. Action by Claimants.

A. All such persons mentioned in RCW 39.08.010 shall have a right of action in his, her, or their own name or names on the Bond for work done by such laborers or mechanics, and for materials furnished or provisions and goods supplied and furnished in the prosecution of the Work: PROVIDED, That such persons shall not have any right of action on this Bond for any sum whatever, unless within thirty days from and after the completion of the Contract with an acceptance of the Work by the City Council, the laborer, mechanic or subcontractor, or material supplier, or person claiming to have supplied materials, provisions or goods for the prosecution of such Work, shall present to and file with the City a notice in writing in accordance with RCW 39.08.030.

B. Every person, firm or corporation furnishing materials, supplies or provisions to be used in the construction, performance, carrying on, prosecution or doing of any of the Work, shall, not later than ten days after the date of the first delivery of such materials, supplies or provisions to any subcontractor or agent of any person, firm or corporation having a subcontract for the construction, performance, carrying on, prosecution or doing of such Work, deliver or mail to the Principal a notice in writing stating in substance and effect that such person, firm or corporation has commenced to deliver materials, supplies or provisions for use thereon, with the name of the subcontractor or agent ordering or to whom the same is furnished and that the Principal and the Bond will be held for the payment of the same, and no suit or action shall be maintained in any court against the Principal or this Bond to recover for such material, supplies or provisions or any part thereof unless the provisions of this section and RCW 39.08.065 have been complied with.

9. Modification.

This document cannot be modified, nor the obligations created hereunder terminated, without the City's express written consent.

10. Governing Law--Venue.

Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

PRINCIPAL:

SURETY:

By: _____
Title _____

By: _____
Title _____

PRINCIPAL:

By: _____
Title _____

Accepted by the City this ____ day of _____, 2014.

By: _____
Title _____

[Power of Attorney must be attached to Bond]

SPECIAL PROVISIONS

This contract shall be constructed in accordance with the provisions of the 2014 Standard Specifications for Road, Bridge and Municipal Construction. The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2014 Standard Specifications for Road, Bridge and Municipal Construction, and the Amendments to the Standard Specifications.

DIVISION 1 GENERAL REQUIREMENTS

DESCRIPTION OF WORK

This contract provides for the installation of automated gates at the 54th Avenue East and Union Pacific Railroad Crossing, including removing existing gates and gate posts, installing automated gate openers, posts and signage, coordinating and installing electrical service cabinets, wiring and other facilities and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

BID PROCEDURES AND CONDITIONS

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

Section 1-01.3 is supplemented with the following:

Certificate of Completion

A written notice from the City indicating that the Contractor has completed the work and that the work has been formally accepted by the City Council.

Certificate of Substantial Completion

A written notice from the City indicating that the contract work has progressed to the extent that the City has full and unrestricted use and benefit of the facilities, both from an operational and safety standpoint, and only minor incidental work remains to physically complete the total Contract.

Date of Final Acceptance

The date on which the City Council formally accepts the completed work as documented by the Washington State Department of Revenue's Notice of Completion of Public Works Contract and the City's Certificate of Completion. The date of acceptance by the Fife City Council signifies the start of applicable warranties and/or guarantees required by the Contract Documents.

1-04 SCOPE OF WORK

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

The second paragraph of Section 1-04.2 is revised to read as follows:

In the event of any conflicting provisions or requirements between the component parts of this Contract, the component parts shall take precedence in the following order:

1. Form of Contract.
2. Addenda, as may be issued.
3. Permits and regulations from other governmental agencies as may be required by law.
4. Special Provisions.
5. Contract Plans.
6. Amendments to the Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction*, 2010 Edition (hereinafter referred to as "Standard Specifications").
7. The Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction*, 2010 Edition (hereinafter referred to as "Standard Specifications").
8. City of Fife Standard Plans.
9. The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01, last revised August 1, 2011 (hereinafter referred to as "Standard Plans").
10. The *Manual on Uniform Traffic Control Devices* (MUTCD).

The Contract shall be composed of each and every one of the above listed component parts and all revisions thereto. Change orders, supplemental agreements, or other revisions to the Drawings and Specifications will take precedence over the documents listed above.

1-05 CONTROL OF WORK

1-05.10 Guarantees

Section 1-05.10 is supplemented with the following:

1-05.10(1) General Guarantees and Warranties

On all projects, if within one year after final acceptance of the project by the Fife City Council, or such longer period of time as may be prescribed by law, or by the terms of any applicable special guarantee set forth in the Contract Documents, or by any

specific revision of the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the Owner, and in accordance with the Engineer's instruction, either correct such defective work, or if the defective work has been rejected by the Engineer, remove it from the site and replace it with non-defective work. If the Contractor does not promptly comply with the terms of such instruction, or if any emergency exists where the delay could cause serious risk of loss or damage, the Owner may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be borne by the Contractor.

The gate operator shall include a minimum 5-year warranty on all components

1-05.10(2) Warranty of Title

No materials, supplies, or equipment 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, material man, or the supplier. The Contractor shall warrant good title to all materials, supplies, and equipment purchased for or incorporated in the work. Nothing contained in this paragraph however, shall defeat or impair the right of persons to look to funds due the Contractor in the hands of the Owner.

The provisions of this subsection shall be inserted in all subcontracts and material contract, and notice of its provision shall be given to all persons furnishing materials for the work when no formal contract is entered into for such material.

1-05.11 Final Inspection

Section 1-05.11 is revised to read as follows:

1-05.11(1) Substantial Completion Date

Within 5 working days of receipt of the Engineer's request, the Contractor and the Engineer shall complete an inspection of the work to determine the status of the completion. If the Engineer does not consider the work substantially complete, the Engineer will notify the Contractor in writing giving the Engineer's reasons therefore. The Contractor may appeal this decision in writing to the Owner.

If the Engineer considers the work substantially complete, the Engineer will concur in writing to the Contractor that the work is substantially complete and shall therein fix the date of substantial completion. In addition, a list of deficiencies (punch list) shall be provided to the Contractor. This list shall be completed within 10 working days after receipt of the Certificate of Substantial Completion and the list of deficiencies. The Engineer will not make the final inspection until all work, including the correction of such deficiencies, final cleanup, and such extra work as may be ordered by the Engineer, have been completed by the Contractor and all subcontractors.

1-05.11(2) Final Inspection Date

When the Contractor has completed work listed on the punch list, the Engineer will set a definite date for final inspection. The Engineer will again notify the Contractor in writing of all deficiencies in which this inspection reveals that the work is

incomplete or defective. The Contractor shall remedy such deficiencies within 5 working days of written notice.

If such deficiencies are not corrected within 5 working days after receipt of the written notice listing deficiencies, the Owner may, without further notice to the Contractor, take whatever steps he deems necessary to correct those deficiencies. Such steps may include, but are not limited to, the correction of defects by Owner provided forces. Thereafter, all direct and indirect costs of the Owner in exercising such rights will be charged against the Contractor and a unilateral change order issued incorporating the necessary revisions in the Contract Documents and ordering that such costs be deducted from monies due or becoming due the Contractor. Such indirect or direct costs shall include in particular, but without limitations to, compensation for additional professional and legal services required, and all cost of repair, removal, and replacement of the Contractor's deficient work.

Upon correction of all deficiencies, the Engineer will notify the Contractor in writing of the date upon which the work was considered complete.

1-05.12 Final Acceptance

Section 1-05.12 is revised to read as follows:

The Owner reserves the right to use and occupy any portion of the improvements which have been completed sufficiently to permit use and occupancy, and such use and occupancy shall not be construed as an acceptance of the work as a whole or any part thereof. Any claims, which the Owner may have against the Contractor, shall not be deemed to have been waived by such use and occupancy.

Final acceptance is the date the Fife City Council accepts the work for its intended use. The Owner, upon Final Acceptance, will prepare a Certificate of Completion. Final Acceptance shall constitute the starting date of the applicable warranties or guarantees required in Section 1-05.10. Final acceptance shall not constitute acceptance of any unauthorized or defective work or material, nor shall progress estimates be construed as acceptance of any work under this Contract. The Owner shall not be barred from requiring the Contractor to remove, replace, repair, or dispose of any unauthorized or defective work or recovering damages for any defective work or materials.

The Contractor agrees that neither completion nor Final Acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect the Contracting Agency against any claim or loss resulting from the failure of the Contractor (or the subcontractors or lower tier subcontractors) to pay all laborers, mechanics, subcontractors, material persons, or any other person who provides labor, supplies, or provisions for carrying out the work, or for any payments required for unemployment compensation under Title 50 RCW or for industrial insurance and medical aid required under Title 51 RCW.

1-05.13 Superintendents, Labor, and Equipment of Contractor

Section 1-05.13 is supplemented with the following:

The Contractor shall provide the Engineer with names and telephone numbers of those persons who will be available at all times in case of emergency. The Contractor will be charged for such expenses as may be incurred by the Owner to provide such service, if said emergency is not immediately rectified.

1-05.16 Water and Power

A new Section 1-05.16 is added as follows:

The Contractor shall make necessary arrangements, and shall bear the \$50.00 cost of the hydrant permit fee (payable to the City of Fife) for water necessary for the performance of the work. Water shall be made available, at no cost to the Contractor, for the project after a \$1,000.00 refundable deposit is supplied to the City of Fife in exchange for a hydrant meter. The hydrant meter must be used to monitor the Contractor's water usage. The \$1,000.00 deposit will be refunded to the Contractor upon return of the hydrant meter in good working order.

The Contractor must provide and connect a double check valve assembly in order to connect to the City of Fife water system. The point of connection to the existing water system shall be approved by the City.

The Contractor shall make necessary arrangements, and shall bear the costs for power necessary for the performance of the work.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.2 State Taxes

Section 1-07.2 is supplemented with the following:

1-07.2(1) State Sales Tax — Rule 171

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

1-07.15(1) Spill Prevention, Control and Countermeasures Plan

Section 1-07.15(1) is supplemented with the following:

All costs associated with the SPCC plan shall be considered incidental to the lump sum price for "Automated Gates" and will include:

1. All costs associated with developing the SPCC plan.
2. All costs associated with providing and maintaining on-site standby materials and equipment described in the SPCC plan.

Costs associated with cleanup of spills resulting from Contractor's operations, negligence, or omissions shall not be measured for payment.

1-08 PROSECUTION AND PROGRESS

1-08.5 Time for Completion

Section 1-08.5 is supplemented with the following:

This project shall be physically completed by **September 30, 2014**.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1 General

Section 1-10.1 is supplemented with the following:

The 54th Avenue East railroad crossing is closed to public use. However The Contractor shall provide and allow for police and emergency vehicles to travel through the work area at all times.

The Contractor shall not undertake any activities which affect railroad operations. The Contractor shall comply with all railroad regulations, including obtaining any required railroad permits for work near the railroad tracks.

The Contractor shall secure all open trenches at the end of each working day. The Contractor shall ensure that vehicular traffic, other than emergency vehicles, and pedestrians do not cross the railroad tracks when existing gates are removed. The railroad crossing shall be secured at the end of each working day.

1-10.5 Payment

Section 1-10.5 is supplemented with the following:

All costs for temporary traffic control and traffic control devices shall be included in the lump sum cost for "Automated Gates".

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

Section 2-02.1 is supplemented with the following:

This Work includes removal and disposal of the existing gates and damaged fencing, asphalt pavement removal and any other structures and obstructions necessary to complete the work.

2-02.4 Measurement

Section 2-02.4 is revised and supplemented as follows:

No specific unit of measurement will be used for removal of structures and obstructions.

2-02.5 Payment

Section 2-02.5 is revised and supplemented as follows:

All costs for removal of structures and obstructions shall be included in the lump sum item "Automated Gates".

8-12 CHAIN LINK FENCE AND WIRE FENCE

8-12.1 Description

Section 8-12.1 is supplemented with the following:

This Work also includes the design and construction of the coated chain link gates, gate posts and fence repair.

8-12.3(1)E Chain Link Gates

Section 8-12.3(1)E is supplemented with the following:

Chain link gates shall comply with ASTM F2200. Each chain link gate section (quantity 4) shall be 15-feet wide by 6-feet tall. The chain link gates and posts shall be vinyl coated to match existing gates. The Contractor shall furnish to the City for review design calculations that demonstrate adequate structural capacity to support the gates, the specified signs and a minimum 300-pound load at the free end of the gate. The gates shall be designed to swing away from the railroad. When closed, the gates shall not allow for the passage of a 4-inch sphere under the fence, between the gates or between the gate and the post. The gate hinges shall be sealed and designed to support the expected loads.

8-12.4 Measurement

Section 8-12.4 is revised and supplemented as follows:

No specific unit of measurement will be used for coated chain link gates or for fence repairs.

8-12.5 Payment

Section 8-12.5 is revised and supplemented as follows:

All costs for labor, equipment and materials required to construct the gates and repair fences as shown on the plans and specified in these special provisions shall be included in the lump sum item "Automated Gates".

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

8-20.1 Description

Section 8-20.1 is supplemented with the following:

This work includes furnishing and installing the service cabinets, gate openers, gate controllers, emergency vehicle detection receivers, power indicator light, gate warning light and buzzer, junction boxes, conduit, wiring and all associated appurtenances.

8-20.3(10) Service, Transformer, and Intelligent Transportation System (ITS) Cabinets

Section 8-20.3(10) is supplemented with the following:

In order to provide a level pad around the service cabinet north of the railroad tracks it may be necessary to construct a retaining wall and/or provide aggregate fill. The retaining wall shall match the appearance of the existing retaining wall in the northwest quadrant of the railroad crossing unless otherwise approved by the Engineer. Aggregate fill shall be gravel borrow as specified in section 9-03.14(1) of the WSDOT Standard Specifications.

8-20.3(18) Gate Opener Components

New Section 8-20.3(18) is added:

The Gate Opener System shall consist of the following:

Gate Controller

Unless integral to the gate operator housing, the gate controller shall be housed in a weatherproof NEMA rated cabinet. The cabinet shall include a spring-loaded construction core lock capable of accepting a Best 6-pin CX series core. The cabinet shall be pad mounted unless otherwise approved by the Engineer.

Gate Operator

The gate operator shall be industrial duty and appropriate for Class III gate operation. The gate operator shall be rated for a 15-foot gate and for the weight of the gate, signs and appurtenances. The gate operator shall be pad mounted unless otherwise approved by the Engineer. The gate operator system shall include a battery backup system which provides a minimum of 25 cycles after loss of AC power. The operator speed shall open the gate to 90-degrees in 15 seconds or less. The gate operator shall include a minimum 5-year warranty on all components. The gate operator shall be capable of being locked in the open position by City crews.

Magnetic Lock

The gates shall be equipped with magnetic locks rated at 1200 pounds minimum. There shall be two magnetic locks installed per set of gates, one near the top of the gates and one near the bottom of the gates.

Gate Activation

The gate operator shall be activated with the following inputs:

Emergency vehicle emitters – Receivers shall be Tomar model 1790-1014 or approved equal. Two units shall be installed on each pole to detect vehicles from both directions on 54th Avenue East. The units shall be mounted on top of the pole and shall be aimed for maximum detection of approaching emergency vehicles. The gate operator shall be

user programmable from 0-30 minutes of gate open time upon activation by emergency vehicles.

RF remotes – The gate operators shall be capable of receiving signals from a minimum of 30 RF remotes. The Contractor shall furnish to the City thirty (30) RF remotes.

Keypad entry – A tamper-proof keypad shall be installed on each pole. The keypad shall be user programmed with a unique code. The code shall be easily changed by City maintenance crews.

Safety Features

The gate operator and components shall comply with UL 325 standards for safety. At a minimum, the following safety equipment shall be installed:

1. Edge contact sensor.
2. Vehicle loops as shown on the plans to stop gate operation upon detection of a vehicle.

Indicator Systems

The Contractor shall furnish and install an AC power indicator light on each pole. The light shall be LED and shall be rated for a minimum of 50,000 hours. The light shall be housed in a waterproof housing with a clear lens. The light shall be continuously illuminated unless AC power is interrupted. The light shall be mounted a minimum of 12-feet above grade.

The Contractor shall furnish and install a strobe light that shall be activated when the gate is operating. The light shall be LED and shall be rated for a minimum of 50,000 hours. The light shall be housed in a waterproof housing with an amber lens. The light shall be mounted a minimum of 12-feet above grade.

The Contractor shall furnish and install a warning buzzer that shall be activated when the gate is operating. The buzzer shall be mounted a minimum of 12-feet above grade.

8-20.4 Measurement

Section 8-20.4 is revised and supplemented as follows:

No specific unit of measurement will be used for electrical services or components of the gate opener components.

8-20.5 Payment

Section 8-20.5 is revised and supplemented as follows:

All costs for labor, equipment and materials required to furnish and install the electrical services, retaining wall, gravel borrow, and gate opener components as shown on the plans and specified in these special provisions shall be included in the lump sum item "Automated Gates".

8-21 PERMANENT SIGNING

8-21.1 Description

Section 8-21.1 is supplemented with the following:

This Work includes furnishing and installing signs on the new gates as shown on the plans and described in these special provisions.

8-21.4 Measurement

Section 8-21.4 is revised and supplemented as follows:

No specific unit of measurement will be used for permanent signing.

8-21.5 Payment

Section 8-21.5 is revised and supplemented as follows:

All costs for labor, equipment and materials required to furnish and install the signs as shown on the plans and specified in these special provisions shall be included in the lump sum item "Automated Gates".

9-29 ILLUMINATION, SIGNAL, ELECTRICAL

9-29.6 Light and Signal Standards

Section 9-29.6 is supplemented with the following:

The steel poles shown on the plans shall be 16-foot tall and consist of minimum 11 gage thickness steel. The poles shall be either 3-inch round or 3-inch square, and non-tapered. The poles shall be mounted by means of a base plate and anchor bolts. The poles shall have a handhole near the base. The pole shall be designed in accordance with AASHTO standards. The poles shall be powder coated black.

All costs for labor, equipment and materials required to furnish and install the poles as shown on the plans and specified in these special provisions shall be included in the lump sum item "Automated Gates".

9-29.24 Service Cabinets

Section 9-29.24 is supplemented with the following:

Service cabinets shall be an enclosed meter cabinet that meets the requirements of Tacoma Power. The service cabinet shall conform to the requirements of EUSERC 308 pedestal. The meter height shall be between 36 and 60 inches to the center of the meter when measured from finished grade. The metering pedestal must be substantially supported and follow UL 508, NEMA 3 R, NEC, WAC, EUSERC Drawing 308 and Tacoma Power codes and standards. The cabinets shall include a spring-loaded construction core lock capable of accepting a Best 6-pin CX series core.

All costs for labor, equipment and materials required to furnish and install the service cabinets as shown on the plans and specified in these special provisions shall be included in the lump sum item "Automated Gates".