



## Addendum #2

September 29, 2026

### CIP Project T-57 – SR 169 Pedestrian Bridge

This Addendum, including all attachments and referenced documents, amends the bid documents for the aforementioned project.

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#### 1. Interpretation

- a) This Addendum forms part of and will be read together with the bid documents.
- b) In the event of any inconsistency between the terms of this Addendum and the other bid documents, this Addendum will prevail. Where the conflict is between this Addendum and the terms of a later Addendum, the later Addendum will prevail.

#### 2. Bid Document Revisions

2.3 Replace Section 5 (Low Bidder Determination) in the Information and Checklist for Bidders with the following:

##### 5. Low Bidder Determination

The determination of who is low bidder will be determined on the basis of the TOTAL BID PRICE (the sum of Schedule A and Schedule B).

2.4 The following plan sheets have been updated:

| Sheet # | Revision Description                                                                                                                                                                                |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C-01    | CSBC revised to CSTC on applicable section details<br>Asphalt path section detail added                                                                                                             |
| C-02    | Revised Contact CWD Note for tree removal<br>Utility Pole and Guy wire salvage note moved<br>Sidewalk removal area adjust for revision of sidewalk near hydrant<br>Addition of asphalt path removal |
| C-07    | Additional signs added for "NO TRUCKS ON WITTE"                                                                                                                                                     |
| C-08    | Additional signs added for "NO TRUCKS ON WITTE"                                                                                                                                                     |
| C-09    | Sidewalk area adjust for revision of sidewalk near hydrant<br>Addition of asphalt path reconstruction                                                                                               |
| C-10    | Grading revisions for sidewalk area revision near hydrant                                                                                                                                           |
| LS-01   | Landscape restoration revisions for sidewalk area revision near hydrant                                                                                                                             |
| LS-02   | Landscape restoration revisions for sidewalk area revision near hydrant                                                                                                                             |
| LS-04   | Plant schedule name change and quantity update                                                                                                                                                      |
| LS-06   | CSBC revised to CSTC<br>Asphalt path section detail added                                                                                                                                           |

The revised plan sheets are provided as a part of this Addendum.

2.5 The following revisions are made to the Special Provisions (edits in red):

| Section                      | Revision Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1-02.7 Bid Deposit           | <p><i>The following modification is made this section:</i></p> <p><i>Supplement this section with the following:</i></p> <p>(*****)</p> <p><b>Bid deposit or proposal bonds</b> shall contain the following:</p> <ol style="list-style-type: none"><li>1. Contracting Agency-assigned number for the project;</li><li>2. Name of the project;</li><li>3. The Contracting Agency named as obligee;</li><li>4. The amount of the <b>Bid deposit or proposal bond</b> stated either as a dollar figure or as a percentage which represents five percent of the maximum Bid amount that could be awarded;</li><li>5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the Bid should agree with the signature on the <b>Bid deposit or proposal bond</b>, and the title of the person shall accompany the said signature;</li><li>6. The signature of the surety's officer empowered to sign the <b>Bid deposit or proposal bond</b> and the power of attorney.</li></ol> <p>The Bidder shall use the bond form included in the Contract Provisions.</p>  |
| 1-03.3 Execution of Contract | <p><i>Delete this section and replace it with the following:</i></p> <p>Within 3 calendar days of Award date (not including Saturdays, Sundays, and Holidays), the successful Bidder shall provide the information necessary to execute the Contract electronically to the Contracting Agency. The Bidder shall send the contact information, including the full name, email address, and phone number, for the authorized signer and bonding agent to the Contracting Agency at Tawni.Dalziel@maplevalleywa.gov.</p> <p>Within 20 calendar days after the Award date, the successful Bidder shall return:</p> <ol style="list-style-type: none"><li>1. The signed Contracting Agency-prepared Contract;</li><li>2. An insurance certification as required by Section 1-07.18 and the Public Works Agreement;</li><li>3. A satisfactory bond as required by law, Section 1-03.4 and the Public Works Agreement; and</li><li>4. Evidence that the successful Bidder is registered as a contractor in the State of Washington.</li></ol> <p>The Contracting Agency intends to issue Notice to Proceed by December 1st, 2026.</p> |

| Section                                    | Revision Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                            | <p>Until the Contracting Agency executes a Contract, no Proposal shall bind the Contracting Agency, nor shall any Work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for Work begun outside such areas and for all materials ordered before the Contract is executed by the Contracting Agency.</p> <p>If the Bidder experiences circumstances beyond their control that prevents return of the Contract documents within 20 calendar days after the Award date, the Contracting Agency may grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.</p>                                                                                                                                                                                                                                                                           |
| 1-08.4<br>Prosecution of<br>Work           | <p><i>The Special Provision under this section is revised as follows:</i></p> <p><i>Delete and replace the first paragraph of this section with the following:</i><br/>(*****)</p> <p>The Contractor shall begin on-site Work within ninety (90) calendar days from the date of Notice to Proceed issued by the Contracting Agency, unless otherwise approved in writing. Notice to Proceed will be given after the Contract has been executed and the Contract Bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the Work until the Notice to Proceed has been given by the Contracting Agency. The Contractor shall diligently pursue the Work to the Physical Completion Date within the time specified in the Contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the Work within the time(s) specified in the Contract.</p> |
| 1-08.5 Time for<br>Completion              | <p><i>The following modification is made to the statement on Contract Time:</i></p> <p>Contract time shall begin on the first working day <del>following the Notice to Proceed Date</del> when on-site Work begins.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 1-08.5 Time for<br>Completion              | <p><i>The following paragraph is added:</i></p> <p><i>Supplement this Section with the following:</i><br/>(*****)</p> <p>The bridge shall be open for public use by August 23<sup>rd</sup>, 2028. Open for public use shall mean that the bridge is safe for access and use by the public, but is not tied to Substantial Completion.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 2-03.3(1)<br>Construction<br>Under Traffic | <p><i>The following modification is made to the highway closure times:</i></p> <p>Full SR 169 Highway Closure<br/>A full closure of SR 169 is permitted only for the following activities:</p> <ul style="list-style-type: none"> <li>• Main span steelwork erection onto main piers</li> <li>• Main span concrete deck pour</li> </ul> <p>It is expected that each of these closures will take place over one evening per activity and during nighttime hours only (8:00 pm to 5:00 am).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

| Section               | Revision Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4-05.4<br>Measurement | <p><i>The following modification is made to the first paragraph:</i></p> <p>The basis of measurement for “Crushed Surfacing Top Course” and “Crushed Surfacing Base Course”, will be by the ton based on certified truck tickets collected by the inspector at the end of each working day. Tickets will be accepted for payment after the end of each working day only when prior arrangements have been made with the inspector.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 4-05.5 Payment        | <p><i>The following modification is made to the descriptions:</i></p> <p>Payment shall be made in accordance with Section 1-04.1, for the following Bid items when included in the Proposal:</p> <p>“Crushed Surfacing <del>Base-Top</del> Course”, per ton.</p> <p>The Contract Bid price for “Crushed Surfacing <del>Base-Top</del> Course” shall be full compensation for all labor, material, tools, and equipment necessary to satisfactorily complete the Work as defined in the Standard Specifications and these Special Provisions. Work elements shall include, but not be limited to, purchasing; procuring; hauling; stockpiling; placing; grading; compacting import crushed surfacing material.</p> <p>“Crushed Surfacing Base Course <del>for Trench Backfill</del>” per ton.</p> <p>The Contract Bid price for “Crushed Surfacing Base Course <del>for Trench Backfill</del>” shall be full compensation for all labor, material, tools, and equipment necessary to satisfactorily complete the work as defined in the Standard Specifications and these Special Provisions. Work elements shall include, but not be limited to, purchasing; procuring; hauling; stockpiling; placing; grading; and compacting import crushed surfacing material for trench backfill and new driveway to the neat line payment limits.</p> <p>No measurement or payment will be made for backfill or compaction of suitable and approved native material used as trench backfill, but instead will be considered incidental and included in the unit bid price of structure or pipe being installed.</p> |
| 6-02.5 Payment        | <p><i>The following modification is made to the sixth paragraph:</i></p> <p>For the purpose of payment, such bridge and structure items for which there is no pay item included in the proposal are considered as bridge and structure minor items. All costs in connection with furnishing and installing these minor items as shown and noted in the Plans and as outlined in these specifications and in the Standard Specifications shall be included in “Conc. Class 4000 for Bridge (Spread Footings)”, “Conc. Class 4000 for Bridge (Abutments and Piers)” and “Conc. Class 4000D for Bridge (Bridge Deck)”. Prefabricated drain mats, weep drains, and grouted cobble splashpads are incidental to the bid item A-38 “Conc. Class 4000 for Bridge (Spread Footings)”.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

| Section                             | Revision Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6-03.5 Payment                      | <p><i>The following modification is made to the last paragraph:</i></p> <p>For the purposes of payment, such bridge and structures items as bolts, shear connectors, etc. for which there is no pay item included in the proposal, are considered as bridge and structures minor items. All costs in connection with furnishing, installing and testing these bridge and structures minor items as shown and noted in the Plans, the Standard Specifications, and these Special Provisions shall be included in “Structural Carbon Steel - Substr.”, “Structural Low Alloy Steel - Superstr.”, and “Structural Carbon Steel - Substr.” bid items as they are associated. <b>The TADAS shear keys shall be paid under the bid item for “Structural Low Alloy Steel - Superstr.”.</b></p>                                                                                                                                                                                                                                                   |
| 8-02.3(18)<br>Landscape<br>Boulders | <p><i>The following modification is made to the last paragraph:</i></p> <p>Crushed Surfacing <b>Base-Top</b> Course (<b>CSTC</b>) for landscape boulders installation shall meet the requirements of Section 9-03.9(3) of the Standard Specifications and shall be considered incidental to and included in the unit costs for landscape rocks.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 8-02.3(19)<br>Landscape Logs        | <p><i>The following modification is made to the last paragraph:</i></p> <p>Crushed Surfacing <b>Base-Top</b> Course (<b>CSTC</b>) for landscape log installation shall meet the requirements of Section 9-03.9(3) of the Standard Specifications and shall be considered incidental to and included in the unit costs for landscape logs.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 8-02.5 Payment                      | <p><i>The following modifications are made to the descriptions for Landscape Boulder and Landscape Log:</i></p> <p>“Landscape Boulder” per each.</p> <p>The unit contract price per each for “Landscape Boulder” shall be full compensation for all costs necessary and incidental to furnish and install landscape rocks, including but not limited to procuring, hauling, excavating, furnishing and installing <b>CSTC</b>, and setting rock in its final location.</p> <p>“Landscape Log” per each.</p> <p>The unit contract price per each for “Landscape Log” shall be full compensation for all costs necessary and incidental to install landscape logs as required in these Specifications, including but not limited to processing to length and to remove side branches; hauling, excavating, furnishing and installing <b>CSTC</b>, and setting log in its final location. The cost for removing and stockpiling log sections shall be considered incidental to and included in other bid items as part of this contract.</p> |

2.6 Items A-43 and onward of Schedule A on the bid form are renumbered sequentially.

2.7 The following items in Schedule A of the bid form are revised as follows (edits in red):

| SCHEDULE A                   |             |                                                                                  |      |                    |            |        |
|------------------------------|-------------|----------------------------------------------------------------------------------|------|--------------------|------------|--------|
| Item No.                     | Spec Sec. # | Description                                                                      | Unit | Estimated Quantity | Unit Price | Amount |
| SITE PREPARATION AND GRADING |             |                                                                                  |      |                    |            |        |
| A-26                         | 4-05        | CRUSHED SURFACING TOP COURSE                                                     | TON  | 470                | \$         | \$     |
| A-27                         | 4-05        | CRUSHED SURFACING BASE COURSE                                                    | TON  | 670                | \$         | \$     |
| LANDSCAPING                  |             |                                                                                  |      |                    |            |        |
| A-106                        | 8-02        | PSIPE Hakonechloa macra 'Aureola' / Golden Variegated Forest Grass; 1 Gal. Cont. | EA   | 250                | \$         | \$     |
| A-108                        | 8-02        | PSIPE Nandina domestica 'Murasaki' / Flirt Heavenly Bamboo; 2 Gal. Cont.         | EA   | 40                 | \$         | \$     |
| A-124                        | 8-02        | PSIPE Pennisetum alopecuroides 'Hameln' / Hameln Fountain Grass; 1 Gal. Cont.    | EA   | 128                | \$         | \$     |

The revised Bid Schedule is provided as a part of this Addendum.

2.8 The following items are added to Schedule B of the bid form as follows:

| SCHEDULE B – WATER IMPROVEMENTS |             |                                        |      |                    |            |        |
|---------------------------------|-------------|----------------------------------------|------|--------------------|------------|--------|
| Item No.                        | Spec Sec. # | Description                            | Unit | Estimated Quantity | Unit Price | Amount |
| SITE PREPARATION AND GRADING    |             |                                        |      |                    |            |        |
| B-5                             | 2-04        | PROJECT TEMPORARY TRAFFIC CONTROL      | LS   | 1                  | \$         | \$     |
| B-6                             | 2-04        | TRAFFIC CONTROL SUPERVISOR             | HR   | 16                 | \$         | \$     |
| B-7                             | 2-04        | PEDESTRIAN TRAFFIC CONTROL             | LS   | 1                  | \$         | \$     |
| B-8                             | 3-02        | TREE REMOVAL                           | EA   | 2                  | \$         | \$     |
| B-9                             | 3-02        | REMOVAL OF STRUCTURES AND OBSTRUCTIONS | LS   | 1                  | \$         | \$     |

The remaining bid items in Schedule B are renumbered sequentially.

2.9 The Public Works Agreement is replaced with the updated agreement provided as a part of this Addendum.

2.10 The Payment Bond form is replaced with the updated Performance and Payment Bond form provided as a part of this Addendum.

### 3. Bid Opening Date Extension

- The bid opening date will be extended by one (1) week. Sealed bids will be received by the City of Maple Valley, Washington until 1:00 p.m., October 21st, 2026.

#### 4. Questions & Answers

**Q4:** How are the 4 EA TADAS shear keys paid for on plan sheet S-56?

**A4:** The TADAS shear keys will be paid for via the bid item for “STRUCTURAL LOW ALLOY STEEL - SUPERSTR.”

**Q5:** Will bid item A-36 Gravel Borrow Structural Fill be used to backfill stairs where Granular Backfill is required on S-43?

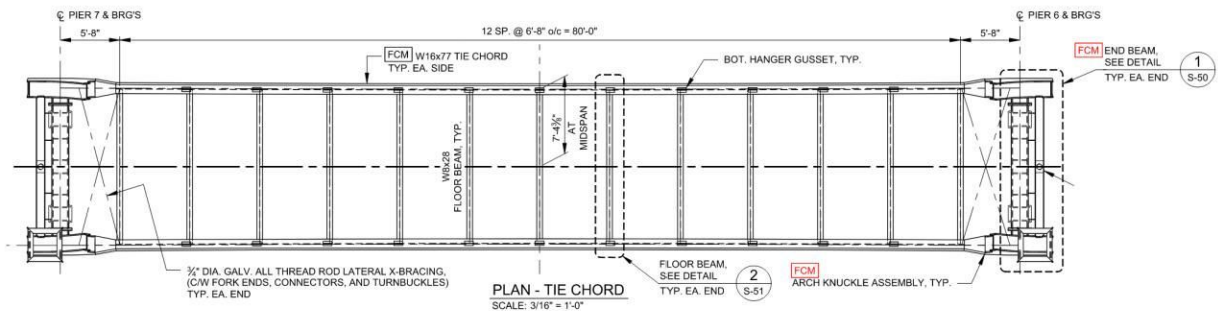
**A5:** Yes, this is correct.

**Q6:** Is the prefabricated drain mat, weep drain and grouted cobble splashpad shown on sheet S-43 incidental to bid item A-48 Concrete Class 4000D?

**A6:** The prefabricated drain mat, weep drain, and grouted cobble splashpad are incidental to bid item A-38 “CONC. CLASS 4000 FOR BRIDGE (SPREAD FOOTINGS)”.

**Q7:** Do any of the field welds/splices on the steel bridge need to follow the stricter standards of FCM?

**A7:** Field welds associated with elements identified as FCM shall follow the welding requirements for fracture critical members. These include the tie chords, knuckles and end beam.



**Q8:** There are two bid item numbers A-42 with different item descriptions.

**A8:** This is corrected in the updated bid form provided with this Addendum.

**Q9:** We would like to request a 3-week bid extension from October 14 to November 4 to allow sufficient time to incorporate recent and future addendums while finalizing utility coordination and procurement logistics.

**A9:** The bid opening date will be extended by one week to October 21<sup>st</sup>, 2026.

**End of Addendum No. 2**

## BID SCHEDULE: T-57 SR 169 Pedestrian Bridge

Note: Unit prices for all items, all extensions, and the total amount of bid must be shown. Show unit prices in figures only (ink or typed). Enter dollars and cents to two decimal points. Where conflict occurs between the unit price and the total amount named for any item the unit price shall prevail, and totals shall be corrected to conform thereto.

### Schedule A

| Item No.                            | Spec. Sec. # | Item Description                         | Unit     | Estimated Quantity | Unit Price | Amount |
|-------------------------------------|--------------|------------------------------------------|----------|--------------------|------------|--------|
| <b>General</b>                      |              |                                          |          |                    |            |        |
| A-1                                 | 1-04         | MINOR CHANGE                             | EST      | 200,000            |            |        |
| A-2                                 | 1-05         | SURVEYING                                | LS       | 1                  |            |        |
| A-3                                 | 1-05         | RECORD DRAWINGS<br>(MINIMUM BID \$5,000) | LS       | 1                  |            |        |
| A-4                                 | 1-07         | APPRENTICESHIP<br>INCENTIVE              | CAL<br>C | 10,000             |            |        |
| A-5                                 | 1-07         | APPRENTICESHIP<br>PENALTY                | CAL<br>C | (10,000)           |            |        |
| A-6                                 | 1-07         | SPCC PLAN                                | LS       | 1                  |            |        |
| A-7                                 | 1-09         | MOBILIZATION                             | LS       | 1                  |            |        |
| <b>Site Preparation and Grading</b> |              |                                          |          |                    |            |        |
| A-8                                 | 2-04         | PROJECT TEMPORARY<br>TRAFFIC CONTROL     | LS       | 1                  |            |        |
| A-9                                 | 2-04         | TRAFFIC CONTROL<br>SUPERVISOR            | HR       | 520                |            |        |
| A-10                                | 2-04         | PEDESTRIAN TRAFFIC<br>CONTROL            | LS       | 1                  |            |        |
| A-11                                | 2-04         | FLAGGERS                                 | HR       | 920                |            |        |
| A-12                                | 2-04         | SEQUENTIAL ARROW SIGN                    | HR       | 2,400              |            |        |
| A-13                                | 2-04         | PORTABLE CHANGEABLE<br>MESSAGE SIGN      | HR       | 19,000             |            |        |
| A-14                                | 2-04         | UNIFORM POLICE<br>OFFICERS               | HR       | 160                |            |        |
| A-15                                | 2-04         | TEMPORARY CHAIN LINK<br>FENCE            | LF       | 750                |            |        |

| Item No.                   | Spec. Sec. # | Item Description                                | Unit | Estimated Quantity | Unit Price | Amount |
|----------------------------|--------------|-------------------------------------------------|------|--------------------|------------|--------|
| A-16                       | 2-04         | WORKZONE SAFETY CONTINGENCY                     | FA   | 50,000             |            |        |
| A-17                       | 3-01         | CLEARING AND GRUBBING                           | LS   | 1                  |            |        |
| A-18                       | 3-01         | TREE PROTECTION                                 | LS   | 1                  |            |        |
| A-19                       | 3-02         | REMOVAL OF STRUCTURES AND OBSTRUCTIONS          | LS   | 1                  |            |        |
| A-20                       | 3-02         | CEMENT CONC. PAVEMENT REMOVAL INCL. HAUL        | SY   | 210                |            |        |
| A-21                       | 3-02         | ASPHALT PAVEMENT REMOVAL INCL. HAUL             | SY   | 720                |            |        |
| A-22                       | 3-03         | SITE EXCAVATION INCL. HAUL                      | CY   | 380                |            |        |
| A-23                       | 3-03         | UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL     | CY   | 10                 |            |        |
| A-24                       | 3-07         | STRUCTURE EXCAVATION CLASS B, INCL. HAUL        | CY   | 445                |            |        |
| A-25                       | 3-07         | SHORING OR EXTRA EXCAVATION CLASS B, INCL. HAUL | LS   | 1                  |            |        |
| A-26                       | 4-04         | CRUSHED SURFACING TOP COURSE                    | TON  | 470                |            |        |
| A-27                       | 4-04         | CRUSHED SURFACING BASE COURSE                   | TON  | 670                |            |        |
| A-28                       | 5-04         | HMA CL. 1/2" PG 58H-22                          | TON  | 100                |            |        |
| A-29                       | 8-01         | EROSION CONTROL AND WATER POLLUTION PREVENTION  | LS   | 1                  |            |        |
| A-30                       | 8-01         | TREE PROTECTION FENCE                           | LS   | 1                  |            |        |
| A-31                       | 8-01         | INLET PROTECTION                                | EA   | 10                 |            |        |
| A-32                       | 8-01         | STABILIZED CONSTRUCTION ENTRANCE                | LS   | 1                  |            |        |
| A-33                       | 8-05         | ADJUST UTILITY STRUCTURE TO GRADE               | EA   | 6                  |            |        |
| <b>Approach Structures</b> |              |                                                 |      |                    |            |        |
| A-34                       | 6-02         | CAST-IN-PLACE SLAB - CLIMBING WALL              | SF   | 650                |            |        |

| Item No.              | Spec. Sec. # | Item Description                                      | Unit | Estimated Quantity | Unit Price | Amount |
|-----------------------|--------------|-------------------------------------------------------|------|--------------------|------------|--------|
| A-35                  | 6-02         | CONCRETE RUNNING SURFACE                              | SF   | 1,700              |            |        |
| A-36                  | 3-03         | GRAVEL BORROW STRUCTURAL FILL                         | CY   | 400                |            |        |
| <b>Substructure</b>   |              |                                                       |      |                    |            |        |
| A-37                  | 6-02         | STRUCTURE EXCAVATION CLASS A INCL. HAUL               | CY   | 280                |            |        |
| A-38                  | 6-02         | CONC. CLASS 4000 FOR BRIDGE (SPREAD FOOTINGS)         | CY   | 65                 |            |        |
| A-39                  | 6-02         | STEEL REINFORCING BAR FOR BRIDGE (SPREAD FOOTINGS)    | LB   | 15,000             |            |        |
| A-40                  | 6-02         | CONC. CLASS 4000 FOR BRIDGE (ABUTMENTS AND PIERS)     | CY   | 115                |            |        |
| A-41                  | 6-02         | STEEL REINFORCING BAR FOR BRIDGE (ABUTMENT AND PIERS) | LB   | 51,000             |            |        |
| A-42                  | 6-03         | STRUCTURAL CARBON STEEL - SUBSTR.                     | LS   | 1                  |            |        |
| A-43                  | 6-19         | CONSTRUCTING 4.92 FT. DIAM SHAFT (TYPE 1)             | LF   | 440                |            |        |
| A-44                  | 6-19         | CONSTRUCTING 7 FT. DIAM SHAFT (TYPE 2)                | LF   | 110                |            |        |
| A-45                  | 6-19         | CONSTRUCTING 3.94 FT. DIAM SHAFT (TYPE 3)             | LF   | 90                 |            |        |
| A-46                  | 6-19         | QA SHAFT TEST                                         | EA   | 12                 |            |        |
| A-47                  | 6-19         | REMOVING SHAFT OBSTRUCTIONS                           | EST  | 50,000             |            |        |
| A-48                  | 6-01         | STRUCTURE SURVEYING                                   | LS   | 1                  |            |        |
| <b>Superstructure</b> |              |                                                       |      |                    |            |        |
| A-49                  | 6-02         | CONC. CLASS 4000D FOR BRIDGE (BRIDGE DECK AND STAIRS) | CY   | 239                |            |        |
| A-50                  | 6-02         | CONC. CLASS 4000 FOR BRIDGE (GIRDERS)                 | CY   | 163                |            |        |
| A-51                  | 6-02         | STEEL REINFORCING BAR FOR BRIDGE - UNCOATED           | LB   | 32,500             |            |        |
| A-52                  | 6-02         | STEEL REINFORCING BAR FOR BRIDGE - EPOXY (DECK)       | LB   | 79,000             |            |        |

| Item No.                   | Spec. Sec. # | Item Description                                                               | Unit | Estimated Quantity | Unit Price | Amount |
|----------------------------|--------------|--------------------------------------------------------------------------------|------|--------------------|------------|--------|
| A-53                       | 6-03         | STRUCTURAL LOW ALLOY STEEL - SUPERSTR.                                         | LS   | 1                  |            |        |
| A-54                       | 6-03         | STRUCTURAL CARBON STEEL - SUPERSTR.                                            | LS   | 1                  |            |        |
| A-55                       | 6-03         | BRIDGE DECK (CORRUGATED STEEL DECKING)                                         | SF   | 966                |            |        |
| A-56                       | 6-02         | ELASTOMERIC BEARINGS - SUPERSTR.                                               | EA   | 4                  |            |        |
| A-57                       | 6-02         | ISOLATION BEARINGS - SUPERSTR.                                                 | EA   | 4                  |            |        |
| A-58                       | 6-02         | EXPANSION JOINT SYSTEM COMPRESSION SEAL - SUPERSTR.                            | LF   | 23                 |            |        |
| A-59                       | 6-02         | DECK JOINT - COVER PLATE                                                       | EA   | 6                  |            |        |
| A-60                       | 6-02         | DECK DRAINS                                                                    | EA   | 6                  |            |        |
| A-61                       | 6-04         | BRIDGE ROOF - TIMBER ELEMENTS, PLYWOOD SUBSTRATE, WATERPROOFING, METAL ROOFING | LS   | 1                  |            |        |
| A-62                       | 6-12         | BRIDGE RAILING                                                                 | LF   | 1,186              |            |        |
| A-63                       | 6-12         | BRIDGE THROW BARRIER - ARCH SUPERSTRUCTURE                                     | LF   | 184                |            |        |
| A-64                       | 6-12         | FREESTANDING HANDRAIL                                                          | LF   | 344                |            |        |
| A-65                       | 6-02         | APPROACH SLAB                                                                  | SY   | 31                 |            |        |
| A-66                       | 6-12         | BURIED CURB                                                                    | LF   | 205                |            |        |
| <b>Civil and Utilities</b> |              |                                                                                |      |                    |            |        |
| A-67                       | 7-00         | UTILITY POTHOLING                                                              | FA   | 10,000             |            |        |
| A-68                       | 7-00         | UTILITY COORDINATION                                                           | LS   | 1                  |            |        |
| A-69                       | 7-01         | DRAIN PIPE 12 IN. DIAM.                                                        | LF   | 74                 |            |        |
| A-70                       | 7-01         | DUCTILE IRON STORM SEWER PIPE 12 IN. DIAM.                                     | LF   | 140                |            |        |
| A-71                       | 7-01         | DECK DRAIN                                                                     | EA   | 2                  |            |        |

| Item No.           | Spec. Sec. # | Item Description                                     | Unit | Estimated Quantity | Unit Price | Amount |
|--------------------|--------------|------------------------------------------------------|------|--------------------|------------|--------|
| A-72               | 7-05         | ADJUST CATCH BASIN TO GRADE                          | EA   | 1                  |            |        |
| A-73               | 7-05         | CATCH BASIN TYPE 1                                   | EA   | 7                  |            |        |
| A-74               | 7-05         | AREA DRAIN                                           | EA   | 2                  |            |        |
| A-75               | 7-05         | CATCH BASIN TYPE 2, 48 IN. DIAM.                     | EA   | 2                  |            |        |
| A-76               | 7-05         | CONNECT EXISTING PIPE TO PROPOSED DRAINAGE STRUCTURE | EA   | 2                  |            |        |
| A-77               | 7-05         | CONNECT PROPOSED PIPE TO EXISTING DRAINAGE STRUCTURE | EA   | 1                  |            |        |
| A-78               | 7-06         | INFILTRATION FACILITY                                | CY   | 65                 |            |        |
| A-79               | 7-15         | PVC SANITARY SEWER PIPE, 6 IN. DIAM.                 | LF   | 170                |            |        |
| A-80               | 7-19         | SEWER CLEANOUT                                       | EA   | 2                  |            |        |
| A-81               | 8-04         | CEMENT CONC. TRAFFIC CURB AND GUTTER                 | LF   | 340                |            |        |
| A-82               | 8-04         | CEMENT CONC. PEDESTRIAN CURB                         | LF   | 110                |            |        |
| A-83               | 8-04         | CEMENT CONC. VERTICAL CURB                           | LF   | 50                 |            |        |
| A-84               | 8-14         | CEMENT CONC SIDEWALK                                 | SY   | 830                |            |        |
| A-85               | 8-14         | CEMENT CONC. RAMP                                    | SY   | 99                 |            |        |
| A-86               | 8-14         | CEMENT CONC. BIKE RAMP                               | SY   | 62                 |            |        |
| A-87               | 8-14         | GREEN DETECTABLE WARNING STRIP                       | LF   | 60                 |            |        |
| A-88               | 8-21         | PERMANENT SIGNING                                    | LS   | 1                  |            |        |
| <b>Landscaping</b> |              |                                                      |      |                    |            |        |
| A-89               | 8-02         | TOPSOIL TYPE A                                       | CY   | 475                |            |        |
| A-90               | 8-02         | ARBORIST WOOD CHIP MULCH                             | SY   | 1610               |            |        |
| A-91               | 8-02         | FINE COMPOST                                         | CY   | 25                 |            |        |

| Item No. | Spec. Sec. # | Item Description                                                                              | Unit | Estimated Quantity | Unit Price | Amount |
|----------|--------------|-----------------------------------------------------------------------------------------------|------|--------------------|------------|--------|
| A-92     | 8-02         | PSIPE Cercis canadensis 'Pink Pom Poms' / Pink Pom Poms Eastern Redbud; 1.5" Cal., 8'-10' Ht. | EA   | 5                  |            |        |
| A-93     | 8-02         | PSIPE Acer truncatum x platanoides 'JFS-KW187' / Urban Sunset Maple; 2" Cal., 10'-12' Ht.     | EA   | 4                  |            |        |
| A-94     | 8-02         | PSIPE Cercidiphyllum japonicum 'Biringer' / Hanna's Heart Katsura; 1.5" Cal., 8'-10' Ht.      | EA   | 4                  |            |        |
| A-95     | 8-02         | PSIPE Prunus x Yedoensis 'Akebono' / Akebono Yoshino Cherry; 2" Cal., 10'-12' Ht.             | EA   | 3                  |            |        |
| A-96     | 8-02         | PSIPE Acer palmatum 'Wolf' / Emperor I Japanese Maple; 1.5" Cal., 10'-12' Ht.                 | EA   | 3                  |            |        |
| A-97     | 8-02         | PSIPE Pinus flexilis 'Vanderwolf's Pyramid' / Vanderwolf's Pyramid Limber Pine; 8'-10' Ht.    | EA   | 1                  |            |        |
| A-98     | 8-02         | PSIPE Pinus contorta / Shore Pine; 8'-10' Ht.                                                 | EA   | 1                  |            |        |
| A-99     | 8-02         | PSIPE Pinus mugo 'Pumilio' / Dwarf Mugo Pine; 15 Gal. Cont.                                   | EA   | 11                 |            |        |
| A-100    | 8-02         | PSIPE Acer palmatum 'Kihachijo' / Kihachijo Japanese Maple; 15 Gal. Cont.                     | EA   | 2                  |            |        |
| A-101    | 8-02         | PSIPE Berberis thunbergii 'Concorde' / Concorde Japanese Barberry; 1 Gal. Cont.               | EA   | 91                 |            |        |
| A-102    | 8-02         | PSIPE Cornus sericea 'Flaviramea' / Yellow Twig Dogwood; 2 Gal. Cont.                         | EA   | 44                 |            |        |
| A-103    | 8-02         | PSIPE Cornus sericea 'Kelseyii' / Kelsey's Dwarf Red Twig Dogwood; 2 Gal. Cont.               | EA   | 40                 |            |        |
| A-104    | 8-02         | PSIPE Calluna vulgaris 'Wynanda' / Wynanda Heather; 1 Gal. Cont.                              | EA   | 26                 |            |        |
| A-105    | 8-02         | PSIPE Epimedium x perralchicum 'Frohnleiten' / Frohnleiten Epimedium; 1 Gal. Cont.            | EA   | 143                |            |        |
| A-106    | 8-02         | PSIPE Hakonechloa macra 'Aureola' / Golden Variegated Forest Grass; 1 Gal. Cont.              | EA   | 250                |            |        |
| A-107    | 8-02         | PSIPE Hydrangea quercifolia 'Munchkin' / Munchkin Oakleaf Hydrangea; 2 Gal. Cont.             | EA   | 66                 |            |        |
| A-108    | 8-02         | PSIPE Nandina domestica 'Murasaki' / Flirt Heavenly Bamboo; 2 Gal. Cont.                      | EA   | 40                 |            |        |

| Item No. | Spec. Sec. # | Item Description                                                                     | Unit | Estimated Quantity | Unit Price | Amount |
|----------|--------------|--------------------------------------------------------------------------------------|------|--------------------|------------|--------|
| A-109    | 8-02         | PSIPE Polystichum munitum / Sword Fern; 1 Gal. Cont.                                 | EA   | 252                |            |        |
| A-110    | 8-02         | PSIPE Rhododendron x 'Christmas Cheer' / Christmas Cheer Rhododendron 2 Gal. Cont.   | EA   | 83                 |            |        |
| A-111    | 8-02         | PSIPE Rhododendron x 'Elviira' / Elviira Rhododendron; 2 Gal. Cont.                  | EA   | 47                 |            |        |
| A-112    | 8-02         | PSIPE Rosa x 'NOAMEL' / Flower Carpet Appleblossom Rose; 2 Gal. Cont.                | EA   | 59                 |            |        |
| A-113    | 8-02         | PSIPE Rosa gymnocarpa / Baldhip Rose; 2 Gal. Cont.                                   | EA   | 29                 |            |        |
| A-114    | 8-02         | PSIPE Sarcococca hookeriana var. humilis / Dwarf Himalayan Sweetbox; 2 Gal. Cont.    | EA   | 70                 |            |        |
| A-115    | 8-02         | PSIPE Spiraea betulifolia 'Tor' / Birchleaf Spirea; 2 Gal. Cont.                     | EA   | 96                 |            |        |
| A-116    | 8-02         | PSIPE Vaccinium ovatum / Evergreen Huckleberry; 2 Gal. Cont.                         | EA   | 5                  |            |        |
| A-117    | 8-02         | PSIPE Narcissus x 'Dutch Master' / Dutch Master Daffodil; Bulb                       | EA   | 200                |            |        |
| A-118    | 8-02         | PSIPE Aster x frikartii 'Monch' / Monch Frikart's Aster; 1 Gal. Cont.                | EA   | 25                 |            |        |
| A-119    | 8-02         | PSIPE Coreopsis lanceolata / Lanceleaf Tickseed; 1 Gal. Cont.                        | EA   | 49                 |            |        |
| A-120    | 8-02         | PSIPE Geum x 'TNGEUTR' / Tempo Rose Geum; 1 Gal. Cont.                               | EA   | 78                 |            |        |
| A-121    | 8-02         | PSIPE Hemerocallis x 'Purple D'Oro' / Purple D'Oro Daylily; 1 Gal. Cont.             | EA   | 40                 |            |        |
| A-122    | 8-02         | PSIPE Lavandula angustifolia 'Hidcote' / Hidcote English Lavender; 1 Gal. Cont.      | EA   | 128                |            |        |
| A-123    | 8-02         | PSIPE Leucanthemum x superbum 'Mount Hood' / Mount Hood Shasta Daisy; 1 Gal. Cont.   | EA   | 68                 |            |        |
| A-124    | 8-02         | PSIPE Pennisetum alopecuroides 'Hameln' / Hameln Fountain Grass; 1 Gal. Cont.        | EA   | 128                |            |        |
| A-125    | 8-02         | PSIPE Rudbeckia fulgida sullivantii 'Goldsturm' / Goldsturm Coneflower; 1 Gal. Cont. | EA   | 52                 |            |        |

| Item No.                | Spec. Sec. # | Item Description                                                           | Unit | Estimated Quantity | Unit Price | Amount |
|-------------------------|--------------|----------------------------------------------------------------------------|------|--------------------|------------|--------|
| A-126                   | 8-02         | PSIPE Verbena bonariensis 'Lollipop' / Lollipop Tall Verbena; 1 Gal. Cont. | EA   | 28                 |            |        |
| A-127                   | 8-02         | ROOT BARRIER                                                               | LF   | 544                |            |        |
| A-128                   | 8-02         | LANDSCAPE BOULDER                                                          | EA   | 63                 |            |        |
| A-129                   | 8-02         | LANDSCAPE LOG                                                              | EA   | 22                 |            |        |
| A-130                   | 8-02         | TREE PLANTERS - MAIN SPAN                                                  | EA   | 2                  |            |        |
| A-131                   | 8-02         | PROPERTY RESTORATION                                                       | FA   | 20,000             |            |        |
| A-132                   | 8-03         | IRRIGATION SYSTEM, COMPLETE                                                | LS   | 1                  |            |        |
| <b>Site Furnishings</b> |              |                                                                            |      |                    |            |        |
| A-133                   | 8-12         | WOOD POST & RAIL FENCE                                                     | LF   | 18                 |            |        |
| A-134                   | 8-12         | PORTABLE RESTROOM ENCLOSURE FENCE                                          | LF   | 32                 |            |        |
| A-135                   | 8-14         | DECORATIVE SURFACE TREATMENT                                               | SY   | 13                 |            |        |
| A-136                   | 8-14         | METAL INLAY                                                                | LS   | 1                  |            |        |
| A-137                   | 8-19         | REMOVABLE BOLLARD                                                          | EA   | 5                  |            |        |
| A-138                   | 8-26         | WOOD BENCH                                                                 | EA   | 2                  |            |        |
| A-139                   | 8-26         | EXISTING BENCH REINSTALLATION                                              | EA   | 1                  |            |        |
| A-140                   | 8-26         | STACKED WOOD BENCH STRUCTURE                                               | EA   | 1                  |            |        |
| A-141                   | 8-27         | PICNIC TABLE                                                               | EA   | 3                  |            |        |
| A-142                   | 8-28         | EXISTING BIKE RACK REINSTALLATION                                          | EA   | 7                  |            |        |
| A-143                   | 8-32         | PET WASTE BAG DISPENSER                                                    | EA   | 1                  |            |        |
| A-144                   | 8-33         | GRAVEL AREA                                                                | SY   | 75                 |            |        |
| A-145                   | 8-34         | COORDINATION - PLAY EQUIPMENT AREA                                         | LS   | 1                  |            |        |

| Item No.                          | Spec. Sec. # | Item Description              | Unit | Estimated Quantity | Unit Price | Amount |
|-----------------------------------|--------------|-------------------------------|------|--------------------|------------|--------|
| <b>Misc. Non-Structural Items</b> |              |                               |      |                    |            |        |
| A-146                             | 8-35         | BRIDGE AND WALKWAY LIGHTING   | LS   | 1                  |            |        |
| A-147                             | 8-35         | UNDERGROUND POWER RELOCATIONS | LS   | 1                  |            |        |
| A-148                             | 2-04         | PROJECT INFORMATIONAL SIGNS   | LS   | 1                  |            |        |

TOTAL PRICE – SCHEDULE A      \$ \_\_\_\_\_

**Schedule B – Water Improvements**

| Item No.                            | Spec. Sec. # | Item Description                                | Unit | Estimated Quantity | Unit Price | Amount |
|-------------------------------------|--------------|-------------------------------------------------|------|--------------------|------------|--------|
| <b>General</b>                      |              |                                                 |      |                    |            |        |
| B-1                                 | 1-04         | MINOR CHANGE                                    | EST  | 10,000             |            |        |
| B-2                                 | 1-05         | SURVEYING                                       | LS   | 1                  |            |        |
| B-3                                 | 1-05         | RECORD DRAWINGS<br>(MINIMUM BID \$2,000)        | LS   | 1                  |            |        |
| B-4                                 | 1-09         | MOBILIZATION                                    | LS   | 1                  |            |        |
| <b>Site Preparation and Grading</b> |              |                                                 |      |                    |            |        |
| B-5                                 | 2-04         | PROJECT TEMPORARY TRAFFIC CONTROL               | LS   | 1                  |            |        |
| B-6                                 | 2-04         | TRAFFIC CONTROL SUPERVISOR                      | HR   | 16                 |            |        |
| B-7                                 | 2-04         | PEDESTRIAN TRAFFIC CONTROL                      | LS   | 1                  |            |        |
| B-8                                 | 3-02         | TREE REMOVAL                                    | EA   | 2                  |            |        |
| B-9                                 | 3-02         | REMOVAL OF STRUCTURES AND OBSTRUCTIONS          | LS   | 1                  |            |        |
| B-10                                | 3-07         | SHORING OR EXTRA EXCAVATION CLASS B, INCL. HAUL | LS   | 1                  |            |        |

| Item No.                   | Spec. Sec. # | Item Description                                    | Unit | Estimated Quantity | Unit Price | Amount |
|----------------------------|--------------|-----------------------------------------------------|------|--------------------|------------|--------|
| <b>Civil and Utilities</b> |              |                                                     |      |                    |            |        |
| B-11                       | 7-00         | UTILITY POTHOLING                                   | FA   | 2000               |            |        |
| B-12                       | 7-09         | REMOVAL OF EXISTING WATER MAIN                      | LF   | 45                 |            |        |
| B-13                       | 7-09         | STEEL CASING PIPE, 18 IN. DIAM                      | LF   | 30                 |            |        |
| B-14                       | 7-09         | CL 52 DUCTILE IRON PIPE FOR WATER MAIN, 8 IN. DIAM. | LF   | 72                 |            |        |
| B-15                       | 7-09         | CONNECTION TO EXISTING MAIN                         | EA   | 2                  |            |        |
| B-16                       | 7-12         | GATE VALVE, 8 IN.                                   | EA   | 1                  |            |        |

TOTAL PRICE – SCHEDULE B (PRE-TAX) \$ \_\_\_\_\_  
 SALES TAX (9.1%) \$ \_\_\_\_\_  
 TOTAL PRICE – SCHEDULE B (WITH TAX) \$ \_\_\_\_\_

**TOTAL BID PRICE (SCHEDULE A + B) \$ \_\_\_\_\_**

**CITY OF MAPLE VALLEY  
PERFORMANCE AND PAYMENT BOND**

**Maple Valley [enter project name here]**

Know all men by these presents:

That we, the undersigned, \_\_\_\_\_,

as Principal, and \_\_\_\_\_,

as Surety ("Obligors"), a corporation organized and existing under the laws of the State of \_\_\_\_\_ and authorized to transact surety business in the State of Washington, are jointly and severally held and firmly bound unto the CITY OF MAPLE VALLEY ("City") as "Obligee," in an amount equal to the total compensation payable to Principle for the performance of Principal's work and for payment for labor, materials, and equipment furnished for use in the performance of Principal's work under the \_\_\_\_\_ contract ("Contract"), in the penal sum of

\_\_\_\_\_, (\$ \_\_\_\_\_),

lawful money of the United States of America, for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives. We agree to be bound by the laws of the State of Washington and to be subject to jurisdiction of the State of Washington. We further agree to venue in King County, Washington, for all demands, suits and actions of any kind initiated under this bond.

This obligation is entered into pursuant to the laws of the State of Washington, and the City of Maple Valley Municipal Code.

The Principal has entered into the Contract in writing with the City of Maple Valley dated \_\_\_\_\_, 20\_\_\_\_, for the

\_\_\_\_\_  
\_\_\_\_\_

according to the terms, conditions, and covenants specified in the Contract.

The conditions of the obligations are such that:

A. If the Principal shall:

- 1) Well and truly perform all of the provisions and fulfill all of the undertakings, covenants, terms, conditions, and agreements of said Contract during the period of the Contract, and any extension thereof that may be granted by the City of Maple Valley under the Contract; and
- 2) well and truly perform and fulfill all of the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made; and
- 3) pay all laborers, mechanics, subcontractors and materialmen and all persons who shall supply such person or persons, or subcontractors, with the provisions and supplies for the carrying on of such work, and pays all other just debts incurred in the performance of such work (provided, however, that the conditions of this obligation shall not apply to any money loaned or advanced to any such contractor or subcontractor or other person in the performance of such work) and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by the City then this obligation shall be void; otherwise it shall be and remain in full force and effect.

B. Surety shall be licensed to conduct business in the State of Washington and be 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 Department. In addition, Surety must have a current rating of at least A-VII in A.M. Best's Key Rating Guide.

C. It is further declared and agreed that nothing of any kind or nature whatsoever that will not discharge the Principal, shall operate as a discharge or release of liability of the Surety, any law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding.

D. Suit on this bond, if brought for breach of performance by Principal as to a condition hereof, may be commenced against both the Principal and Surety as joint and several Obligors.

Sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

Title: \_\_\_\_\_

SURETY:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Note: If attorney-in-fact signs for Surety, a certified copy of the power of attorney must be attached.

*Complete both portions of this page.*

STATE OF WASHINGTON )  
 ) SS ACKNOWLEDGEMENT FOR PRINCIPAL  
COUNTY OF KING )

On this day personally appeared before me \_\_\_\_\_, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary deed for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the  
State of Washington, residing in  
\_\_\_\_\_

STATE OF WASHINGTON )  
 ) SS ACKNOWLEDGEMENT FOR SURETY  
COUNTY OF KING )

On this day personally appeared before me \_\_\_\_\_, to me known to be the attorney-in-fact of the \_\_\_\_\_ company, a surety that executed the within and foregoing instrument and acknowledged the said corporation for the purposes therein mentioned, and on oath, stated that he was authorized to execute said instrument on behalf of said surety, and the seal affixed thereto is the corporate seal of said surety corporation.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the  
State of Washington, residing in  
\_\_\_\_\_

**CITY OF MAPLE VALLEY**  
**PUBLIC WORKS AGREEMENT FOR T57 – SR 169 Pedestrian Bridge**  
**Contract No. \_\_\_\_\_**  
**Contractor: Insert Contractors Name IN CAPS**

This Agreement is entered into by and between the CITY OF MAPLE VALLEY, WASHINGTON, a municipal corporation hereinafter referred to as “City,” and Insert Contractors Name IN CAPS, a Insert State of Incorporation and Type of Entity – example: a Washington Corporation, a Washington Limited Liability Company, Sole Proprietorship, Municipal Corporation, etc., hereinafter referred to as “Contractor.”

WHEREAS, the City desires to have certain public works services performed for its citizens; and

WHEREAS, the City has selected the Contractor to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, to be kept, performed, and fulfilled by the respective parties hereto, and other valuable consideration, it is mutually agreed as follows:

1. **Scope of Services to be Performed by the Contractor.** The Contractor shall perform the services outlined in Exhibit “A” of this Agreement. In performing these services, the Contractor shall at all times comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Contractor shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. **Compensation.**

a. The City shall pay Contractor: According to the rates set forth in the Bid Proposal dated Insert Date, in an amount not to exceed \$Insert Amount, excluding approved change orders.

b. All invoices shall be accompanied by an Invoice Summary Form substantially in the form set forth in Exhibit “B.”

c. Each voucher claim submitted by Contractor shall state that the prevailing wages have been paid in accordance with the prefiled statement or statements of Intent to Pay Prevailing Wages on file with the City.

d. Vouchers are paid on the Tuesday following the second and fourth Mondays of each month, following City Council approval. Invoices must be received at least ten (10) days prior to the approval date. The Contractor shall be paid for services rendered and allowable expenses incurred, but in no case shall the total amount to be paid exceed the “not to exceed” amount of \$Insert Amount, unless the parties mutually agree to the payment of additional fees and expenses by Change Order as authorized by the City. The Contractor shall complete and return Exhibit “C,” Tax Identification Number, prior to execution of this Agreement.

e. Any change or modification to this Agreement for additional services as above referenced shall be by written Change Order and signed by the parties to this Agreement. Any compensation due for the

changes or modifications shall be on the same terms and conditions as set forth in this section or in a manner otherwise mutually agreed to by the parties by Change Order.

**3. Termination.**

a. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon fourteen (14) days' prior written notice.

b. In the event this Agreement is terminated or suspended, the Contractor shall be entitled to payment for all services performed and reimbursable expenses incurred up to the date of termination.

c. This Agreement may be canceled immediately if the Contractor's insurance coverage or financial guarantee provided to the City under this Agreement is canceled for any reason or if the Contractor is unable to perform the services called for by this Agreement.

d. The Contractor reserves the right to terminate this Agreement with not less than sixty (60) days' written notice.

e. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

**4. Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution by the last Party to sign this Agreement and ending Insert Date unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

**5. Prevailing Wages.**

a. The Contractor shall pay all workers performing services under this Agreement not less than the prevailing wage adopted by the Washington State Department of Labor and Industries. The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is Insert Applicable Effective Date from L&I Website. A copy of the applicable prevailing wage rates are also available for viewing at City Hall, located at 22017 SE Wax Road, Suite 200, Maple Valley, Washington, 98038. Upon request, the City will mail a hard copy of the applicable prevailing wages for the project. The Contractor shall also comply with the prevailing wage laws codified under RCW Chapter 39.12 as written or hereinafter amended, and all applicable provisions of the Washington Administrative Code relating thereto. This Agreement shall not be construed as prohibiting the Contractor from taking advantage of any exemption from paying the prevailing wage rate under a special certificate issued by the Department of Labor and Industries ("L&I") for vocational handicapped workers or of any other exemption or exception authorized by law.

b. Upon execution of this Agreement, the Contractor, and all subcontractors under contract to the Contractor, shall file a "Statement of Intent to Pay Prevailing Wages" with L&I on forms approved by L&I and file a copy of the Statement of Intent to Pay Prevailing Wages with the City. The City shall not make any payments or reimbursements under the Agreement prior to receipt of an approved "Statement of Intent to Pay Prevailing Wages" form for the Contractor and all subcontractors under contract to the Contractor, by the industrial statistician of L&I. For all contracts with the City over \$10,000, the "Statement of Intent to Pay Prevailing Wages" shall include:

- (1) The Contractor's (and each Subcontractor's) registration certificate number; and
- (2) The prevailing rate of wages for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the estimated number of workers in each classification.

Public improvement contracts involving the construction, alteration, repair, or improvement of any highway, road, or street funded in whole or in part by federal transportation funds shall rely upon the contract bond as referred to in Chapter 39.08 RCW for the protection and payment of: (i) The claims of any person or persons arising under the contract to the extent such claims are provided for in RCW 39.08.010; and (ii) the state with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due. The contract bond must remain in full force and effect until, at a minimum, all claims filed in compliance with chapter 39.08 RCW are resolved.

c. If a subcontractor to the Contractor fails to submit an Affidavit of Wages Paid form, the Contractor may file said form on behalf of the nonresponsive subcontractor. Such form(s) may only be filed on behalf of a nonresponsive subcontractor who has ceased operations or failed to file as required herein. Filings made on behalf of a subcontractor may not be accepted sooner than thirty-one days after the acceptance date of the work completed by the Contractor and the Contractor filing the Affidavit of Wages Paid form must accept responsibility for payment of prevailing wages unpaid by the subcontractor pursuant to RCW 39.12.020 and 39.12.065.

#### **6. Independent Contractor.**

a. The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The Contractor will solely be responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

b. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Contractor or any employee of the Contractor.

#### **7. Indemnification/Hold Harmless.**

a. The Contractor shall defend, indemnify, and hold the City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, claims, injuries, damages, losses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**8. Bonding.** Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a payment and performance bond in the full amount of the contract price, plus state sales tax, which shall guarantee the faithful performance of the contract and the payment of all labor, mechanics, subcontractors,

and materialmen and all persons who supply them with provisions and supplies for carrying out the work under this contract. This bond shall be in force until completion of the contract and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, in a company acceptable to the City and on the form attached hereto. The bond must specify that the surety agrees to be bound by the laws of the State of Washington and be subject to jurisdiction of the state of Washington, and to venue in King County, Washington.

9. **Insurance.** The Contractor shall procure and maintain insurance, as required in this Section, without interruption, from commencement of the Contractor's work through the term of the agreement and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

a. **No Limitation.** Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's resources to any remedy available by law or equity.

b. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and coverage as stated below:

(1) **Automobile Liability** insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01. If necessary, the policy shall be endorsed to provide contractual liability coverage.

(2) **Commercial General Liability** insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 0305 09 or equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

(3) **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington

(4) **Builders Risk** insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

c. **Minimum Amounts of Insurance.** Contractor shall maintain the following insurance limits:

(1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

(2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.

(3) Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

**d. City Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

**e. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

(1) The Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

(2) The Contractor's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

**f. Contractor's Insurance For Other Losses.** The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors, or sub-contractors as well as to any temporary structures, scaffolding and protective fences.

**g. Waiver of Subrogation.** The Contractor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

**h. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

**i. Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

**j. Notice of Cancellation.** The Contractor shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

**k. Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

**l. Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor. The Contractor shall ensure that the City is an additional insured on each and every subcontractors' Commercial General Liability insurance policy using an endorsement at least as broad as ISA Additional Insured endorsement CG 20 38 04 13.

**10. Delays.** The Contractor is not responsible for delays caused by factors beyond the Contractor's reasonable control. When such delays beyond the Contractor's reasonable control occur, the City agrees the Contractor does not owe for damages, nor shall the Contractor be deemed to be in default of the Agreement.

**11. Successors and Assigns.** Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the written consent of the other.

**12. Discrimination Prohibited.** The Contractor shall not discriminate against any employee or applicant for employment, or any person seeking the services of the Contractor under this Agreement, because of sex, age, race, color, religion, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification.

**13. Notices.** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

To the City:

City of Maple Valley  
Laura K. Philpot, City Manager  
P.O. Box 320 (mailing address)  
22017 SE Wax Road, Suite 200  
Maple Valley, WA 98038  
425-413-8800; fax: (425) 413-4282

With a copy to:

City of Maple Valley  
Attention: Project Manager  
P.O. Box 320 (mailing address)  
Maple Valley, WA 98038

To the Contractor:

Contractors Business Name  
Contact Person Name  
Mailing/Physical Address  
City, State, Zip Code  
Phone Number; Fax Number

**14. Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

**15. General Administration and Management.** The manager of this Agreement shall be Name of Project Manager of the Appropriate Department or his/her designee.

**16. Severability.** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as reasonably possible to expressing the intention of the stricken provision.

**17. Contract Documents.** The Contract Documents, which set forth the terms of the contract between the City and the Contractor, and which are entered into by the acceptance of the Contractor's bid and the signing of this Agreement, consist of all the documents that are included within the Insert Name of Bid Proposal: i.e. T57 – SR 169 Pedestrian Bridge, Proposal and Contract Documents, materials, including all of the documents included within the Insert Name of Applicable Bid Documents: i.e. "Invitation to Bid, General Information and Documents, General Provisions, Special Provisions and Technical Provisions as well as all Appendices attached thereto, all of which are a part thereof as if herein set forth in full, and if not attached, as if hereto attached, and also including:

- a. Addenda; if any
- b. Change Orders, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto; and

c. All modifications or changes issued pursuant to the Contract Documents.

There are no Contract Documents other than those above listed. The Contract Documents may only be amended by Change Order as provided in the Contract Provisions.

CITY OF MAPLE VALLEY

Name of Contractor IN CAPS

By: Laura K. Philpot

Title: City Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Andrew Dacuag, City Clerk

Approved as to form:

\_\_\_\_\_  
Patricia Taraday, City Attorney

Attachments: Exhibits "A," "B," "C," and "D"

Authorizing Resolution No. Insert number, delete if n/a

**EXHIBIT A**

**SCOPE OF WORK**

See T57 – SR 169 Pedestrian Bridge Plans and Specifications

**EXHIBIT B**  
**CITY OF MAPLE VALLEY INVOICE SUMMARY FORM**  
**Attn: Accounts Payable**  
**P.O. Box 320, Maple Valley, WA 98038**  
**(425) 413-8800; Fax (425) 413-4282 or**  
**Scan Invoice to [finance2@maplevalleywa.gov](mailto:finance2@maplevalleywa.gov)**  
**AND [cd-pw@maplevalleywa.gov](mailto:cd-pw@maplevalleywa.gov)**

City Contract No: \_\_\_\_\_ Invoice No.: \_\_\_\_\_ Invoice Date: \_\_\_\_\_

Vendor: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Invoice Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Reporting Period: \_\_\_\_\_

Amount of Invoice: \$ \_\_\_\_\_

**Attach Invoice to describe services performed this period.**

**BUDGET SUMMARY:**

Total Contract Amount \$ \_\_\_\_\_

Previously Submitted for Payment \$ \_\_\_\_\_

Current Request \$ \_\_\_\_\_

Total Requested to Date \$ \_\_\_\_\_

Balance Remaining \$ \_\_\_\_\_

\_\_\_\_\_  
Vendor Signature Date

\_\_\_\_\_  
Print Name Title

Vouchers are paid on the Tuesday following the second and fourth Mondays of each month, following City Council approval. Invoices must be received at least ten (10) days prior to the approval date. The Vendor shall be paid for services rendered and allowable expenses incurred, but in no case shall the total amount paid exceed the "not to exceed" amount of \$ **Insert Amount**, unless the parties mutually agree in writing to the payment of additional fees and expenses as authorized by the City. The Vendor shall complete and return Exhibit "C," Tax Identification Number, prior to execution of this Agreement.

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***For Department Use Only***

**Approved for Payment:**

Vendor No.: \_ Budget No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Date \_\_\_\_\_

Public Works Agreement –  
Funded by Federal Transportation Funds  
Exhibit B

Rev 09/2024

## EXHIBIT C

**Please print out completed W-9 form and include as Exhibit C**

## EXHIBIT D

### (Appendix A of USDOT 1050.2A Standard Title VI Assurances)

During the performance of this Agreement, the Consultant/Contractor, for itself, its assignees, and successors in interest (hereinafter collectively referred to as the “Consultant/Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Consultant/Contractor shall comply with the acts and regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, Part 21 (49 CFR 21), as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Consultant/Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant/Contractor shall not participate directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant/Contractor for work to be performed under a subcontract, including procurement of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant/Contractor of the Consultant’s/Contractor’s/Vendor’s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The Consultant/Contractor shall provide all information and reports required by the Regulations and directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the appropriate state or federal agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant/Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant/Contractor shall so certify to the City, or state or federal agency, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Consultant’s/Contractor’s/Vendor’s noncompliance with the nondiscrimination provisions of this Agreement, the City shall impose such contract sanctions as it or the appropriate state or federal agency may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the Consultant/Contractor under the Agreement until the Consultant/Contractor complies; and/or
  - Cancellation, termination, or suspension of the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Consultant/Contractor shall include the provisions of the above paragraphs one (1) through five (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant/Contractor shall take such action with respect to any subcontractor or procurement as the City or appropriate state or federal agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. **Provided**, that if the Consultant/Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Consultant/Contractor may request that the City enter into such litigation to protect the interests of the City; or may request that the appropriate state agency enter into such litigation to protect the interests of the State of Washington. In addition, the Consultant/Contractor may request the appropriate federal agency enter into such litigation to protect the interests of the United States.

## EXHIBIT D

### (Appendix E of USDOT 1050.2A Standard Title VI Assurances)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

#### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964), The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898 , Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Person with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure the LEP person has meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).