

Contract No. DP01076
Washington State Department of Transportation
Amendment No. 14

This is AMENDMENT No. 14 (**Amendment**) to that certain agreement entitled Fiber Optic Cabling *NO. DP01076*, dated July 11, 2005, between the Washington State Department of Transportation (“WSDOT”) and the City of Tumwater (“City”).

RECITALS

A. WHEREAS, WSDOT and City are parties to the Contract, which provides for the installation and maintenance of fiber optic cabling.

B. WHEREAS, Pursuant to Section 7 “Optional Work” of the Contract, WSDOT and INSI, Inc. (Vendor) have negotiated to install, splice and terminate fiber optic cable at a new location.

C. WSDOT and City desire to amend the Contract to add the additional work and to add additional terms and conditions in the Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Pursuant to section 7, “Optional Work”, WSDOT contracted with INSI, Inc. to repair a damaged section of fiber cable along Capitol Way in Tumwater, WA. The purpose of this amendment 14 is for the reimbursement of the work performed under WSDOT Contract K1582, attached as **Attachment A**.
2. **Statement of Work**
 - 2.1. WSDOT shall agree:
 - 2.1.1. WSDOT contracted with INSI, Inc under WSDOT Contract K1582 to remove damaged 144 fiber cut by the general Contractor (ACI) between McDonalds and Jiffy lube on Capitol Way in Tumwater, WA. INSI furnished and installed a new 144 fiber, spliced the 144 fiber at both ends, and labeled all the fiber optic cable with the fiber optic tag and special tag as required with PSE.
3. **Compensation**
 - 3.1. The City of Tumwater, in consideration of the faithful performance of the Work to be performed by WSDOT, agrees to reimburse WSDOT for the direct and related indirect costs of the Work at the then current Indirect Cost Rate (ICR).
 - 3.2. The City shall reimburse to WSDOT the amount of twenty-seven thousand six hundred seventy-nine dollars and forty-one cents (\$27,679.41), plus applicable taxes, for all Work pursuant to WSDOT Contract K1582, attached as **Attachment A**, herein incorporated by this reference.

3.3. Reimbursement must be made to WSDOT within 30 days of receipt of invoice.

4. **Effective Date.** The effective date of this amendment shall be the date of last signature. This contract is in effect until July 11, 2025.

5. **Affect on Other Provisions.**

5.1. All other provisions and exhibits of the Agreement remain in full force and effect and are not altered or affected in any way unless specifically modified herein.

5.2. The provisions of the Agreement, as modified by this Amendment, shall apply equally to any and all other provisions in the Agreement as though the modified provisions were original, but all of which together shall constitute one and the same instrument.

6. **Counterparts.**

This Amendment may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Amendment signed by each party, for all purposes.

7. **Electronic Signatures**

A signed copy of this contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this contract or such agreement amendments for all purposes.

IN WITNESS WHEREOF, the Parties hereto, having read this Amendment in its entirety, including all exhibits and attachments, do agree in each and every particular and intending to be legally bound have executed this Amendment.

City of Tumwater

**Washington State
Department of Transportation**

Matthew Modarelli, CIO & Director
Technology Services Division

Date

Date

Contract No. K1582
for
Outdoor Cabling Services
WSDOT Tumwater- Capitol Way Fiber Repair
Between the
Washington State Department of Transportation
and
INSI

THIS AGREEMENT NO. K1582 is made and entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as “WSDOT” and Vendor, Intracommunication Network Systems, Inc., hereinafter referred to as “INSI”. All rights and obligations of the parties are subject to and governed by the terms of the Department of Enterprise Services (DES) Master Contract #05620-08 including any subsequent modifications and incorporated herein.

1 PURPOSE

This agreement is for all charges as agreed to by WSDOT and INSI for repairing damaged fiber cut between McDonalds and Jiffy Lube on Capitol Way.

2 RECITALS

- A. WHEREAS, the Department of Enterprise Services conducted a solicitation (05620) for Information Technology (IT) Cabling Services and Installation.
- B. WHEREAS, as a result of the solicitation, INSI and DES entered into Master Agreement number 05620-08 for IT Cabling Services and Installation effective November 12, 2021.
- C. WHEREAS, this contract has been declared Public Works, per the attached **Exhibit B**, Scope of Work and Quote Sheet.
- D. WHEREAS, it is in the interest of INSI and WSDOT to enter into this Agreement and INSI and WSDOT are authorized to enter into this Agreement pursuant to [RCW 39.04](#) and [RCW 43.41A](#).

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED THAT:

3 STATEMENT OF WORK

As described in **Exhibit B – Scope of Work**, vendor shall provide Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

This will be repairing a damaged section of fiber cable along Capitol Way in Tumwater, WA, City of Tumwater conduit was too shallow for contractor to be responsible so city will cover the costs to repair the cable.

- Remove damaged 144 fiber cut by the general Contractor (ACI) between McDonalds and Jiffy lube on Capitol Way.
- Furnish and install a new 144 fiber.
- Splice the 144 fiber at both ends.
- Label all the fiber optic cable with the fiber optic tag and special tag as required with PSE.

Please see “**Exhibit A - Contact Information**” for WSDOT personnel names and phone numbers.

4 COST

- 4.1 WSDOT is under no obligation to pay for services under this Contract until WSDOT has requested services.
- 4.2 Costs for this agreement are outlined in the attached quote, labeled **Exhibit B**. Total costs for this agreement shall not exceed twenty-seven thousand six hundred seventy-nine dollars and forty-one cents (\$27,679.41), taxes and fees included.

5 PERIOD OF PERFORMANCE

- 5.1 The period of performance for this agreement shall be ninety (90) days, commencing on the effective date.
- 5.2 The effective date of this agreement is March 1, 2023.

6 ADDITIONAL WORK

Additional work beyond the scope of work identified in Section 3 [STATEMENT OF WORK](#) will require a written amendment to this agreement as specified in Section 10 [AGREEMENT ALTERATIONS AND AMENDMENTS](#).

7 PAYMENT

WSDOT shall pay INSI twenty-seven thousand six hundred seventy-nine dollars and forty-one cents (\$27,679.41), taxes and fees included, as outlined in Section 3 [STATEMENT OF WORK](#). There will be no further compensation between WSDOT and INSI, unless otherwise agreed to in writing and amended per the terms of Section 10 [AGREEMENT ALTERATIONS AND AMENDMENTS](#).

8 BILLING PROCEEDURE

- 8.1 INSI shall invoice WSDOT for the total cost of the project as specified in Section 3 [STATEMENT OF WORK](#) under this Agreement.
- 8.2 WSDOT shall remit payment to INSI within 30 days from receipt of invoice.
- 8.3 Invoices shall reference the WSDOT contract number K1582, and be forwarded to the invoicing contact identified in **Exhibit A**.

9 FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced or limited in

any way after the effective date of this Agreement and prior to completion of the work in the Agreement, WSDOT may:

- (1) Terminate this Agreement with thirty (30) business days advance notice. If this Agreement is terminated, the parties shall be liable only for the performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- (2) Renegotiate the terms of this Agreement under those new funding limitations and conditions.
- (3) Pursue such other alternative as the parties mutually agree to in writing.

10 AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

11 TERMINATION

11.1 Termination for Convenience

Either party may terminate this Agreement upon thirty (30) days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

11.2 Termination for Cause

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to initiate a correction of the violation or failure within 15 calendar days. If failure or violation is not corrected within the mutually agreed upon time period, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

12 DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

13 GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable state and federal statutes and rules;

- (2) Statement of work (SOW)
- (3) Contractor's Master Contract #05620-08 with the Department of Enterprise Services;
- (4) Any Amendment executed under this contract; and
- (5) Any other provisions of the Agreement, including materials incorporated by reference.

14 ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

15 WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

16 SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

17 CONTRACT MANAGEMENT

17.1 Contact Information

All contact information for the management of this agreement shall be identified in [Exhibit A](#), attached hereto and by this reference made a part hereof. Exhibit A may be updated by either party for their agency only and shall be submitted in writing or electronic mail to the other party by the Contract Administrators. Any update to Exhibit A shall state the effective date of said update.

17.2 Contract Managers

The Contract Managers for both WSDOT and INSI identified in [Exhibit A](#) shall be the primary contact for ALL communications and billings for the performance of this Agreement. The Contract Managers shall be responsible for the daily performance and technical oversight of this Agreement on behalf of WSDOT and INSI.

17.3 Project Managers

The WSDOT Project Manager identified in [Exhibit A](#) shall be lead for WSDOT on all technical and troubleshooting issues regarding the performance of this Agreement. The WSDOT Project Manager shall be responsible for facilitating with the INSI Project Manager for any technical communications and/or coordination necessary with this Agreement.

The INSI Project Manager identified in [Exhibit A](#) shall be lead for INSI on all technical and troubleshooting issues regarding the performance of this Agreement. INSI Project Manager shall be responsible for facilitating with the WSDOT Project Manager any technical communications and/or coordination necessary with this Agreement.

18 GENERAL

A. Exhibits and Attachments.

All exhibits, attachments, and documents referenced in this contract are hereby incorporated into this Agreement.

B. Agreement Execution.

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

19 PUBLIC WORKS AND PREVAILING WAGE

This Project is a Public Works Project and is subject to all applicable state and federal Public Works and Prevailing Wage laws and regulations and, as such, the Vendor and all subcontractors shall comply with the applicable terms and conditions, including but not limited to those set forth in **Exhibits D and E**, attached hereto and incorporated by this reference.

5.1 Per RCW 39.12.020, this project is subject to prevailing wages and INSI and any subcontractor are required to pay prevailing wages to all workers based upon classification of labor performed. All workers shall receive the prevailing wage rate in effect at the time under this contract. **Exhibit E** lists the current applicable prevailing wage rates.

5.2 Per RCW 39.12.040, INSI and any subcontractor must file their Intent to Pay Prevailing Wage to the L&I Industrial Statistician and submit to WSDOT the approved Intent to Pay Prevailing Wage prior to any work beginning.

5.3 Per RCW 39.12.040, no payment can be made without the approved Intent to Pay Prevailing Wage being submitted to WSDOT prior to payment.

5.4 Per RCW 39.12.040, INSI and any subcontractor must file their Affidavit of Prevailing Wage with L&I Industrial Statistician upon completion of this project and submit to WSDOT their approved Affidavit of Prevailing Wages prior to WSDOT releasing payment.

5.5 The Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing rate of wage.

20 CONTRACTOR'S BOND

Per RCW 39.08.01, a contractor is required to obtain a good and sufficient bond for the full amount of the work. Additionally, [RCW 39.08](#) allows the contractor to request retainage of 50% of the full amount for all contracted public works under \$35,000.00. Please indicate the option you will exercise from the following:

Contractor's Bond

INSI will provide an executed Bond for the full amount of this agreement as outlined in Section 2 Cost. This Bond, also covering state sales tax, shall: be in substantially the same form as attached hereto as **Exhibit F**;

- A. be signed by an approved surety (or sureties) that (1) is registered with the Washington State Insurance Commissioner, and (2) appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner;
- B. be conditioned upon the faithful performance of the Contract by the Vendor within the prescribed Milestones;
- C. guarantee that the surety shall indemnify, defend, and protect the WSDOT against any claim of direct or indirect loss resulting from the failure: (1) of the Vendor or any of the employees or Subcontractors to faithfully perform the Work in accordance with the Contract, and (2) of the Vendor or any Subcontractors to pay all laborers, mechanics, Subcontractors, material persons, or any other person who provides supplies or provisions for carrying out the Work.
- D. WSDOT may require sureties or surety companies on the Contract Bond to appear and qualify themselves. Whenever WSDOT deems the surety or sureties to be inadequate, it may, upon written demand, require the Vendor to furnish additional surety to cover any remaining work. Until the added surety is furnished, Work will stop.
- E. Upon the request of any person or entity appearing to be a potential beneficiary of Contract Bond covering payment of obligations arising under this Contract, the Vendor shall promptly furnish a copy of the Contract Bond or shall permit a copy to be made.

50% Retainage

WSDOT shall retain 50% of the contracted amount and hold as retainage.

WSDOT shall release and pay in full all amounts retained, subject to releases from the Washington State Department of Revenue, Washington State Department of Labor and Industries and Washington State Department of Employment Security; or within sixty (60) calendar days of project completion.

Per [RCW 60.28.011](#) subsection 4, please identify from the following options how the 50% Retainage will be held:

Retained in a fund by WSDOT

Retainage Bond – Please complete **Exhibit G** and return with the signed original copy of this amendment.

Escrow Agreement

20 ELECTRONIC SIGNATURES

A signed copy of this contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this contract or such agreement amendments for all purposes.

21 CONTRACT EXECUTION

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

22 COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times

and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

IN WITNESS WHEREOF, the Parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

**Intracommunication Network Systems,
Inc. (INSI)**

Ari Shackell

Ari Shackell,
Project Manager

06-21-2023

Date

**Washington State
Department of Transportation**

Erik Jonson

Erik Jonson
Technical Services Director

Jun 22, 2023

Date

Exhibit A
Contact Information

WSDOT Contract Number: K1582

Washington State Department of Transportation

Only the Contract Signature Authority identified below are authorized to bind WSDOT.

WSDOT Contract Signature Authority	Matthew R. Modarelli, CIO & Director Information Technology Division PO Box 47430 Olympia, WA 98504-7430 (360) 705-7601 matthew.modarelli@wsdot.wa.gov
WSDOT Contract / Project Manager:	Todd Turner Information Technology Division PO Box 47430 Olympia, WA 98504-7430 (360) 705-7694 turnert@wsdot.wa.gov
Technical Contact & Local Contact:	Todd Turner Information Technology Division PO Box 47430 Olympia, WA 98504-7430 (360) 705-7694 turnert@wsdot.wa.gov
Local Contact	Todd Turner Information Technology Division PO Box 47430 Olympia, WA 98504-7430 (360) 705-7694 turnert@wsdot.wa.gov
Contract Administrator:	Heidi Olson, Contracts Administrator Administrative Contracts Office PO Box 47408 Olympia, WA 98504-7408 (360) 705-7559 OlsonHE@wsdot.wa.gov
Invoicing	Information Technology Division Attn: Invoice Processing Business Unit 7345 Linderson Way SW PO Box 47430 Tumwater, WA 98504-7430 (360) 705-7716 WSDOTOITVendorPayments@wsdot.wa.gov Preferred method of submittal shall be electronic to the email address above.

VENDOR NAME: INSI

Vendor Contract Signature Authority:	David Williams Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 davidw@insicabling.com Ari Shackell Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 AriS@INSIcabling.com
Vendor Contract Manager:	Ari Shackell Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 AriS@INSIcabling.com
Vendor Project Manager	Ari Shackell Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 AriS@INSIcabling.com
Technical Lead:	Dwayne Hall / Joe Schafer / Don Dix Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 AriS@INSIcabling.com
Local Contact:	Ari Shackell Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 AriS@INSIcabling.com

Contract Administrator:	David Williams Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 davidw@insicabling.com
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**K1582
EXHIBIT B**

WSDOT Contract No. <u>K1582</u>				DES Contract No. <u>05620-08</u>		
Company Name Intracommunication Network Systems, Inc.				Date of quote 3/17/2023		Quote expires on 6/27/2023
Representatives Name Ari Shackell			Phone # 253-761-0418	Fax # 253-879-0186	Email AriS@INSIcabling.com	
Address 4922 N. Pearl ST.				City Tacoma	State WA	Zip 98407
Contractor License #INTRANS994JL	UBI# 600 638 285	L&I# 545, 945-00		ESD# 622584001	SWV# 0000032-00	
Project Information						
Project Name TUMWATER – Capitol Way Road Fiber Repair				Project Location Tumwater, WA		
Scope of Work						
Project or Task Objectives						
<ul style="list-style-type: none"> Remove damaged 144 fiber cut by the general Contractor (ACI) between McDonalds and Jiffy lube on Capitol Way Furnish and install a new 144 fiber. Splice the 144 fiber at both ends Label all the fiber optic cable with the fiber optic tag and special tag as required with PSE. 						
Detail of scope or			See attached		Estimated length of project 8 Days	
Click here to enter text.						
Drawings/Specifications attached: Yes X No If no, explain below: If N/A, explain below						
Materials						Costs
Fiber optic cable						\$4,765.00
Splice Cases						\$1,360.00
Misc.						\$250.00
Intent and Affidavits						\$80.00
Ancillary Materials (Strand hardware straps, spacers, d-lashing clamps, lashing wire, electrical tape) – Subtotal						\$6,455.00
Material Total						\$6,455.00
Labor Classification (Prevailing Wage Rate)		County	Cost Per Hour	# of Laborers Used	# of Labor Hours	Total Labor Classification Cost
Electronic Technician		Thurston	\$51.14	4	160	\$8,182.40
Labor Classification Total						\$8,182.40



**K1582
EXHIBIT B**

Other Expenses (overhead, per diem, equipment, fuel, etc.)			Costs
Crew Truck			\$500.00
Lift Truck			\$800.00
Fiber Splicer			\$1,025.00
Fiber Test Equipment			\$500.00
Subcontractor			\$3,600.00
Overhead			\$3,874.00
Other Expenses Total			\$10,299.00
Permits and Performance Bond			Costs
Performance Bond			\$00.00
City of Tumwater – ROW Use permit			\$00.00
Permits & Performance Bond Total			\$0.00
Subtotal of Materials, Labor, Other Expenses and Permits and Performance Bond			\$24,936.40
Sales Tax 9.5%	Revenue Location Code: 3406	Tax Percentage: 9.5% (Enter taxable percent as 8.7 or 9.2, etc.)	\$2,368.96
DES Fees.....1.5% of total purchase price (Does not include sales tax)			\$374.05
Total Cost for this Project			\$27,679.41
Identify Method of Retainage:			
If project is over \$34,999 you must have a bond for the total project cost. Is project over \$34,999?			No
If project is under \$35,000 select retainage option →			
How retainage is held: RCW 60.28.011, 4(a): Retained in a fund by the public body.			
Please indicate if there will be subcontractors.....			Yes
If yes, please indicate below all subcontractors that will be working on this project:			
Subcontractor #1			
Company Name RUSSELL PHIPPS DBA / MIDNIGHT MOUNTAIN COMMUNICATIONS		Date of quote 03/17/2023	Quote expires on 06/27/2023
Representatives Name RUSSELL PHIPPS	Phone # 253-973-8886	Fax # Click here to enter text.	EMAIL Address rphipps@midnightmtncomm.com
Address 3114 Harrier ST NE		City Lacey	State WA
Address 98516			
Contractor License MIDNIMC826MK	UBI# 604268861	L&I# 668,054-00	ESD # 754635-00-9
		SWV# Click here to enter text.	
What is the percentage of work subbed out to subcontractor #1			Click here to enter text. %



**Washington State
Department of Transportation**

Public Works Project Request for Quotation

**K1582
EXHIBIT B**

K1582

Statement of Work for Outdoor Cabling Services Emergency Fiber Optic Repair on Capitol Way – Tumwater, Washington

This Statement of Work (SOW) is made and entered by and between IT Division (“WSDOT”), and INSI (“Vendor”), for assistance with outdoor cabling services. This SOW incorporates by reference the terms and conditions of Contract Number 05620-08 in effect between the Department of Enterprise (DES) and Vendor. In case of any conflict between this SOW and the Contract, the Contract shall prevail. WSDOT and Vendor agree as follows:

1. Project or Task Objective:

This will be repairing a damaged section of fiber cable along Capitol Way in Tumwater, WA. City of Tumwater conduit was too shallow for contractor to be responsible so city will cover the costs to repair the cable.

2. Statement of Work:

This project is to replace damaged fiber optic cable that was damaged by City of Tumwater contractor – City of Tumwater said they will reimburse WSDOT for the costs of the repair.

- Remove damaged 144 fiber cut by the general Contractor (ACI) between McDonalds and Jiffy lube on Capitol Way
- Furnish and install a new 144 fiber.
- Splice the 144 fiber at both ends
- Label all the fiber optic cable with the fiber optic tag and special tag as required with PSE.

Please see “**Exhibit A - Contact Information**” for WSDOT personnel names and phone numbers.

3. Timeline and Period of Performance

The period of performance for this project will be scheduled based on projected signed contract. WSDOT has the right to extend or terminate this SOW at its sole discretion.

4. Compensation and Payment

WSDOT shall pay Vendor an amount not to exceed *twenty-seven thousand six hundred seventy nine dollars and forty-one cents (\$27,679.41)* which includes DES fees and sales tax for the performance of all activities necessary for or incidental to the performance of work as set forth in this SOW. Vendor’s compensation for services rendered shall be based on Vendor’s Quote as set forth in **Exhibit B**.

- WSDOT Cabling Standards - Exhibit C

Hourly rates in Thurston County, WA are:

Electronic Technician	\$51.14
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All activities are expected to take place in TUMWATER, WA, thus no travel expenses are expected or authorized. Vendor will be reimbursed for any material items used in the splicing of fiber cable.

5. Vendor Staff, Roles, and Responsibilities

Electronic Technician(s), as provided by vendor and identified in Exhibit A – Contact Information, will be on-site to complete this project as described in Section 1, “Project or Task Objectives”.

6. WSDOT Staff, Roles and Responsibilities

Todd Turner (360-701-3146) will represent WSDOT as the contract Manager and will be the on-site contact for this work request as identified in Exhibit A – Contacts.

7. Additional Terms and Conditions Specific to this SOW

No additional Terms and Conditions.

Heavy-Duty Junction Boxes will be considered to have withstood the 60,000 pound test if all of the following conditions are exhibited:

1. The lid is operational.
2. The lid is securely fastened.
3. The welds have not failed.
4. Permanent dishing or deformation of the lid is $\frac{1}{4}$ inch or less.
5. No buckling or collapse of the box.

9-29.3 Fiber Optic Cable, Electrical Conductors, and Cable

9-29.3(1) Fiber Optic Cable

All fiber optic cables shall be single mode fiber optic cables unless otherwise specified in the Contract. All fiber optic cables shall meet the following requirements:

1. Compliance with the current version of ANSI/ICEA S-87-640. A product data specification sheet clearly identifying compliance or a separate letter from manufacturer to state compliance shall be provided.
2. Cables shall be gel free, loose tube, low water peak, and all dielectric with no metallic component.
3. Cables shall not be armored unless specified in the Contract.
4. Cables shall be approved for mid-span entries and be rated by the manufacturer for outside plant (OSP) use, placement in underground ducts, and aerial installations.
5. Fiber counts shall be as specified in the Contract.
6. Fibers and buffer tubes shall be color coded in accordance with the current version of EIA/TIA-598.
7. Fibers shall not have any factory splices.
8. Outer Jacket shall be Type M (Medium Density Polyethylene). Outer jacket shall be free from holes, splits, blisters, or other imperfections and must be smooth and concentric as is consistent with the best commercial practice.
9. A minimum of one (1) rip cord is required for each cable.
10. Cable markings shall meet the following additional requirements:
 - a. Color shall be white or silver.
 - b. Markings shall be approximately 3 millimeters (118 mils) in height, and dimensioned and spaced to produce good legibility.
 - c. Markings shall include the manufacturer's name, year of manufacture, the number of fibers, the words "OPTICAL CABLE", and sequential length marks.
 - d. Sequential length markings shall be in meters or feet, spaced at intervals not more than 1 meter or 2 feet apart, respectively.

- e. The actual cable length shall not be shorter than the cable length marking. The actual cable length may be up to 1 percent longer than the cable length marking.
 - f. Cables with initial markings that do not meet these requirements will not be accepted and may not be re-marked.
11. Short term tensile strength shall be a minimum of 600 pounds (lbs). Long term tensile strength shall be a minimum of 180 pounds (lbs). Tensile strength shall be achieved using a fiberglass reinforced plastic (FRP) central member and / or aramid yarns.
 12. All cables shall be new and free of material or manufacturing defects and dimensional non-uniformity that would:
 - a. Interfere with the cable installation using accepted cable installation practices;
 - b. Degrade the transmission performance or environmental resistance after installation;
 - c. Inhibit proper connection to interfacing elements;
 - d. Otherwise yield an inferior product.
 13. The fiber optic cables shall be shipped on reels with a drum diameter at least 20 times the diameter of the cable, in order to prevent damage to the cable. The reels shall be substantial and constructed so as to prevent damage during shipment and handling. Reels shall be labeled with the same information required for the cable markings, with the exception that the total length of cable shall be marked instead of incremental length marks. Reels shall also be labeled with the type of cable.

9-29.3(1)A Singlemode Fiber Optic Cable

Single-Mode optical fibers shall be EIA/TIA 492-CAAB or ISO/IEC 11801 Type OS2, low water peak zero dispersion fibers, meeting the requirements of ITU-T G.652.D.

9-29.3(1)B Multimode Optical Fibers

Where multimode fiber optic cables are specified in the Contract, the optical fibers shall be one of the following types, as specified in the Contract:

1. Type OM1, meeting the requirements of EIA/TIA 492-AAAA-A or ISO/IEC 11801. The fiber core diameter shall be 62.5 μm .
2. Type OM2, meeting the requirements of EIA/TIA 492-AAAB-A or ISO/IEC 11801. The fiber core diameter shall be 50 μm .

All multimode optical fibers shall have a maximum attenuation of 3.0 dB/km at 850nm and 1.0 dB/km at 1300nm. Completed cable assemblies shall be rated for 1000BaseLX Ethernet communications.

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Additional Terms and Conditions

Public Works and Prevailing Wage

This CONTRACT is subject to chapter 39.04 RCW, Public Work, and all applicable state statutes, including, but not limited to chapter 39.12 RCW, Prevailing Wage. The requirements Vendor must comply with include, but are not limited to, the following:

1.1. Contractor Registration

Vendors doing construction trade work in the Washington State are required to have a valid L&I Contractor Registration License in accordance with RCW 18.27.020 and RCW 19.28.420, as applicable.

Please visit the Washington State Labor and Industries website below for more information on contractor license registration requirements.

<http://www.lni.wa.gov/TradesLicensing/Contractors/HowReg/default.asp>

1.2. Employment Security Department Registration

Vendors doing construction trade work in Washington State are required to have a valid Employment Security Number issued by the Washington State Employment Security Department in accordance with RCW 50.12.070.

Please visit the Washington State Employment Security Department website for more information on registration requirements.

<http://www.esd.wa.gov/uitax/newbusiness/register-your-business.php>

1.3. Prevailing Wage

This CONTRACT is subject to the minimum wage requirements of chapter 39.12 RCW and to chapter 49.28 RCW (as amended or supplemented). On Federal-aid projects, Federal wage laws and rules also apply. The hourly minimum rates for wages and fringe benefits are listed in Exhibit F of this CONTRACT. When Federal wage and fringe benefit rates are listed, the rates match those identified by the U.S. Department of Labor's "Decision Number" shown in the CONTRACT Provisions.

The Vendor and any Subcontractors required by chapter 39.12 RCW, WAC 296-127-010, or the Federal Davis-Bacon and Related Acts (DBRA) to pay minimum prevailing wages, shall not pay any worker less than the minimum hourly wage rates and fringe benefits required by chapter 39.12 RCW or the DBRA. Higher wages and benefits may be paid.

By including the hourly minimum rates for wages and fringe benefits in this AMENDMENT, WSDOT does not imply that the Vendor will find labor available at those rates. The Vendor shall

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be responsible for any amounts above the minimums that will actually have to be paid. The Vendor shall bear the cost of paying wages above those shown in the CONTRACT.

In the event the Project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Vendor shall not pay less than the higher rate unless the State rates are specifically preempted by Federal law. In the event the Project involves both highway work and building work, Exhibit F-2 may list a Federal wage and fringe benefit rate for the highway work and a separate Federal wage and fringe benefit rate for the building work. The area in which the worker is physically employed shall determine which Federal wage and fringe benefit rate shall be used to compare against the State wage and fringe benefit rate.

If employing labor in a class not listed in Exhibit F on a State funded project only, the Vendor shall request a determination of the correct wage and benefits rate for that class and locality from the L & I Industrial Statistician and provide a copy of those determinations to the WSDOT Project Manager and WSDOT Contract Administrator.

The Vendor shall ensure that any Subcontractor that falls under the provisions of chapter 39.12 RCW because of the definition "Contractor" in WAC 296-127-010 complies with all the requirements of chapter 39.12 RCW.

The Vendor shall be responsible for compliance with the requirements of the DBRA and chapter 39.12 RCW by all Subcontractors engaged in any part of the Work necessary to complete the CONTRACT. Therefore, should a violation of this subsection occur by any Subcontractor that is providing Work or materials for completion of this CONTRACT whether directly or indirectly responsible to the Vendor, WSDOT will take action against the Vendor, as provided by the provisions of the CONTRACT, to achieve compliance, including but not limited to, withholding payment on the CONTRACT until compliance is achieved.

In the event WSDOT has an error (omissions are not errors) in the listing of the hourly minimum rates for wages and fringe benefits in this CONTRACT, the Vendor and any Subcontractor that is required to pay prevailing wages, shall be required to pay the rates as determined to be correct by the Washington State Department of Labor and Industries (or by the U.S. Department of Labor when that agency sets the rates). A written amendment to the CONTRACT will be prepared to ensure that this occurs. WSDOT will reimburse the Vendor for the actual cost to pay the difference between the correct rates and the rates included in this CONTRACT, subject to the following conditions:

1. The affected Vendor relied upon the rates included in this CONTRACT to prepare its Quote and certifies that it did so;
2. The allowable amount of reimbursement will be the difference between the rates listed and rates later determined to be correct plus only appropriate payroll markup the employer must pay, such as, social security and other payments the employer must make to the Federal or State Government;

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3. The allowable amount of reimbursement may also include some overhead cost, such as, the cost for bond, insurance, and making supplemental payrolls and new checks to the employees because of underpayment for previously performed Work; and
4. Profit will not be an allowable markup.

Vendors that anticipated, when they prepared their Proposals, paying a rate equal to, or higher than, the correct rate as finally determined will not be eligible for reimbursement.

1.4. Posting Notices

In a location acceptable to the Washington State Department of Labor and Industries, the Vendor shall ensure the following is posted:

1. One copy of the approved “Statement of Intent to Pay Prevailing Wages” for the Vendor and any Subcontractor that falls under the provisions of chapter 39.12 RCW because of the definition of “Contractor” in WAC 296-127-010;
2. One copy of the prevailing wage rates for the project;
3. The address and telephone number of the Industrial Statistician for L&I (along with notice that complaints or questions about wage rates may be directed there); and
4. FHWA 1495/1495A “Wage Rate Information” poster if the project is funded with Federal-aid.

1.5. Disputes

If labor and management cannot agree in a dispute over the proper prevailing wage rates, the Vendor shall refer the matter to the Director of the Washington State Department Labor and Industries (or to the U.S. Secretary of Labor when that agency sets the rates). The Director’s (or Secretary’s) decision shall be final, conclusive, and binding on all parties.

1.6. Required Documents

On forms provided by the Industrial Statistician of Washington State Department Labor and Industries, the Vendor shall submit to the WSDOT Project Manager the following for itself and for each Subcontractor covered under chapter 39.12 RCW that provided Work and materials for the CONTRACT:

1. A copy of an approved “Statement of Intent to Pay Prevailing Wages” L&I’s form number F700-029-000. WSDOT will make no payment under this CONTRACT for the Work performed until this statement has been approved by L&I and a copy of the approved form has been submitted to the WSDOT Project Manager.
2. A copy of an approved “Affidavit of Prevailing Wages Paid,” L&I’s form number F700-007-000. WSDOT will not release to the Vendor any funds retained under RCW 60.28.011 until all of the “Affidavit of Prevailing Wages Paid” forms have been approved by L&I and a copy of all the approved forms have been submitted to the WSDOT Project Manager.

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The Vendor shall be responsible for requesting these forms from L&I and for paying any approval fees required by L&I.

Certified payrolls are required to be submitted by the Vendor to the WSDOT Project Manager, for the Vendor and all Subcontractors on all Federal-aid projects and, when requested in writing by the WSDOT Project Manager, on projects funded with only WSDOT funds. If these payrolls are not supplied within ten (10) Calendar days of the end of the preceding weekly payroll period for Federal-aid projects or within ten (10) Calendar days from the date of the written request on projects with only WSDOT funds, any or all payments may be withheld until compliance is achieved. Also, failure to provide these payrolls could result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12). All certified payrolls shall be complete and explicit. Employee labor descriptions used on certified payrolls shall coincide exactly with the labor descriptions listed on the minimum wage schedule in the CONTRACT unless the WSDOT Project Manager approves an alternate method to identify the labor used by the Vendor to compare with the labor listed in this CONTRACT.

1.7. Audits

WSDOT may inspect or audit the Vendor's wage and payroll records as provided in Section 1.7.

1.8. Worker's Benefits

The Vendor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. If any payment required by Title 50 RCW or Title 51 RCW is not made when due, WSDOT may retain such payments from any money due the Vendor and pay the same into the appropriate fund. Such payment will be made only after giving the Vendor fifteen (15) Calendar Days prior written notice of the WSDOT's intent to disburse the funds to the Washington State Department of Labor and Industries or Washington State Employment Security Department, as applicable. The payment will be made upon expiration of the fifteen (15) Calendar Day period if no legal action has been commenced to resolve the validity of the claim. If legal action is instituted to determine the validity of the claim prior to the expiration of the fifteen (15) Calendar Day period, WSDOT will hold the funds until determination of the action or written settlement agreement of the appropriate parties.

The Vendor shall include in the various items in their Proposal all costs for payment of unemployment compensation and for providing either or both of the insurance coverages. The Vendor will not be entitled to any additional payment for: (1) failure to include such costs, or (2) determinations made by the U.S. Department of Labor or the Washington State Department of Labor and Industries regarding the insurance coverage.

The Public Works Contract Division of the Washington State Department of Labor and Industries will provide the Vendor with applicable industrial insurance and medical aid classification and premium rates. After receipt of a Revenue Release from the Washington State Department of Revenue, WSDOT will verify through the Department of Labor and Industries

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that the Vendor is current with respect to the payments of industrial insurance and medical aid premiums.

1.9. Retainage

Pursuant to Title 60.28 RCW, a sum of 5-percent of the monies earned by the Vendor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW, and (2) the claims of any person arising under the CONTRACT.

Monies retained under the provisions of Title 60.28 RCW shall, at the option of the Vendor, be:

1. Retained in a fund by WSDOT, or
2. Deposited by WSDOT in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Vendor). Deposits are to be in the name of the Washington State Department of Transportation (WSDOT) and are not to be allowed to be withdrawn without WSDOT's written authorization. WSDOT will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Vendor as the interest accrues.

At the time the CONTRACT is executed the Vendor shall designate the option desired. The Vendor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. WSDOT may also, at its option, accept a bond in lieu of retainage.

Release of the retainage will be made sixty (60) Calendar days following the Completion Date (pursuant to chapter 39.12 RCW and Title 60.28 RCW) provided the following conditions are met:

1. On CONTRACTS totaling more than \$35,000, a release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Vendor and all Subcontractors are on file with the WSDOT (RCW 39.12.040).
3. On CONTRACTS totaling more than \$35,000, a release has been obtained from the Washington State Employment Security Department.
4. On CONTRACTS totaling more than \$35,000, a release has been obtained from the Washington State Department of Labor and Industries.
5. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed and provided the conditions of 1, 2, 3 and 4 are met, the Vendor

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will be paid such retained percentage less an amount sufficient to pay any such claims together with a sum determined by the WSDOT sufficient to pay the cost of foreclosing on claims and to cover attorney's fees.

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 6/13/2023

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Thurston	Electronic Technicians	Journey Level	\$51.14	<u>6Z</u>	<u>1B</u>		View

K1582
Exhibit F
Contract Bond

[COMPANY LOGO
GOES HERE]

[NAME OF BOND
GOES HERE]

Name of INSURANCE COMPANY OF AMERICA
Name of INSURANCE COMPANY OF AMERICA
Name of INSURANCE COMPANY OF AMERICA
HOME OFFICE: name of location

SAMPLE

Bond

KNOW ALL BY THESE PRESENTS, That we, _____ [NAME OF PURCHASER] _____

(called Principal), as Principal, and _____ [NAME OF INSURANCE COMPANY] _____

a _____ corporation of _____ Washington _____ (called Surety), as Surety, are held and

firmly bound unto the State of Washington (called Obligee) in the sum of _____ Dollars (____) for the payment whereof Principal and Surety bind themselves, their legal representatives, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a written Public Works Contract dated _____, _____ with Obligee for CONTRACT No. K1582, dated _____, 2023, for _____ between the Washington State Department of Transportation and _____, a copy of which Contract is hereto annexed and made a part of hereof as fully as if set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if Principal shall faithfully perform such Contract and pay all persons who have furnished labor or material for use in or about the improvement and shall indemnify and save harmless Obligee from all costs and damage by reason of Principal's default or failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Surety hereby waives notice of any alteration, extension or forbearance as to any of the terms of the Contract other than the terms of payment thereunder, made or extended by Obligee or Principal.

NO RIGHT OF ACTION shall accrue upon or by reason hereof to, or for the use or benefit of, anyone other than the Obligee herein named.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within two (2) years following the date on which Principal ceased work on said Contract.

Signed and sealed this _____ day of _____, 2023 _____ .

NAME OF PURCHASER _____

By _____
Principal

NAME OF INSURANCE COMPANY _____

By _____
Attorney-in-Fact

K1582
Exhibit G
Retainage Bond

Bond No. _____
Contract No. _____

RETAINAGE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____, a corporation existing under and by the virtue of the laws of the State of Washington and authorized to do business in the State of Washington, as Principal, and _____, a corporation organized and existing under the laws of the State of _____ and authorized to transact the business of surety in the State of Washington, as Surety, are jointly and severally held and bound unto the STATE OF WASHINGTON, hereinafter called State, as Obligee, and are similarly held and bound unto the beneficiaries of the trust fund created by [RCW 60.28](#) as their heirs, executors, administrators, successors and assigns, in the penal sum of _____ (\$ _____), plus five (5) percent of any increases in the contract amount that have occurred or may occur, due to change orders, increases in the quantities or the addition of any new item of work.

WHEREAS, on the _____ day of _____, the said Principal herein executed Contract No. _____ with the State of Washington for _____.

WHEREAS, said contract and [RCW 60.28](#) require the State to withhold from the Principal the sum of five (5) percent from monies earned by the Principal on estimates during the progress of the work, hereinafter referred to as earned retained funds.

WHEREAS, the Principal has requested the State accept a bond in lieu of earned retained funds as allowed under [Chapter 60.28 RCW](#).

NOW THEREFORE, this obligation is such that the Surety, its successors, and assigns are held and bound unto the State and unto all beneficiaries of the trust fund created by [RCW 60.28.011](#) (1) in the aforesaid sum. This bond including any proceeds therefrom, is subject to all claims and liens and in the same manner and priority as set forth for retained percentages in [Chapter 60.28 RCW](#). The condition of this obligation is also that if the Principal shall satisfy all payment obligations to person who may lawfully claim under the trust fund created pursuant to [Chapter 60.28 RCW](#), to the State, and indemnify and hold the State harmless from any and all loss, costs, and damages that the State may sustain by release of said retainage to Principal, then this obligation shall be null and void, provided the Surety is notified by the State that the requirements of RCW 60.28.021 have been satisfied and the obligation is duly released by the State.

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Exhibit G
Retainage Bond

Retainage Bond No. _____

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IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal. The Surety will not be discharged or released from liability for any act, omission or defenses of any kind or nature that would not also discharge the Principal.

IT IS HERBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety, the State, the beneficiaries of the trust fund created by [Chapter 60.28 RCW](#) and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be dully signed and sealed this _____ day of _____, 2023.

By _____
Principal

Address: _____

City/Zip: _____

Phone: _____

Surety Name

By: _____
Attorney-In-Fact

Address: _____

City/Zip: _____

Phone: _____







K1582_INSI_ Emergency Fiber Tumwater

Final Audit Report

2023-06-22

Created:	2023-06-21
By:	Marianna Adams (adamsma@wsdot.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARU84ZknGNzq4IzBv_yVZkF5dbZhg3719

"K1582_INSI_ Emergency Fiber Tumwater" History

-  Document created by Marianna Adams (adamsma@wsdot.wa.gov)
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-  Document emailed to csosig@wsdot.wa.gov for signature
2023-06-21 - 11:09:51 PM GMT
-  Email viewed by csosig@wsdot.wa.gov
2023-06-22 - 2:30:03 PM GMT
-  Signer csosig@wsdot.wa.gov entered name at signing as ERIK K JONSON
2023-06-22 - 2:30:19 PM GMT
-  Document e-signed by ERIK K JONSON (csosig@wsdot.wa.gov)
Signature Date: 2023-06-22 - 2:30:21 PM GMT - Time Source: server
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