



PACIFIC CITY COUNCIL AGENDA
Council Chambers - City Hall. 100 3rd Ave. SE

August 15, 2016
Monday

Workshop
6:30 p.m.

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL OF COUNCIL MEMBERS**
- 3. ADDITIONS TO/APPROVAL OF AGENDA**
- 4. DISCUSSION ITEMS**
 - (2) **A. AB 16-082:** Discussion of land use zoning for property at Ellingson and Milwaukee. (10 min.)
(Jim Morgan for Jack Dodge)
 - (6) **B. AB 16-083: Resolution No. 2016-365:** Authorizing the execution of an agreement with Doolittle Construction LLC, in the amount of \$43,750 for the construction of chip seal preservation at four locations. (5 min.)
(Jim Morgan)
 - (48) **C. AB 16-084: Ordinance No. 2016-1935:** Assuming the rights, powers functions, and obligations of the Pacific Transportation Benefit District as allowed by RCW Chapter 36.74. (5 min.)
(Jim Morgan)
- 5. EXECUTIVE SESSIONS:** Two executive sessions for the purpose of discussing two items of potential litigation under RCW 42.30.110(1)(i) for 20 minutes.
- 6. ADJOURN**



TO: Mayor Guier and City Council

FROM: Jack Dodge, Community Development Manager

MEETING DATE: August 15, 2016

SUBJECT: Truck Driving Schools in the Commercial Zones

ATTACHMENTS: 1. Aerial Photo – Proposed Truck Driving Training School

Summary:

Questions

1. Should a “truck driving training school” be allowed as a permitted or conditional use in the Commercial (C) and Highway Commercial (HC) zoning districts?
2. Should the City create a separate code definition for “truck driving training schools”?

These questions will be discussed in greater detail at the meeting.

Background

Recently, a developer inquired about locating a “truck driving training school” along Ellingson Road in the Highway Commercial (HC) zone (See Attachment 1). Examining the City’s Zoning Code, a truck driving training school falls under the definition of an “Educational Facilities” which is a **permitted use** in both the Commercial (C) and HC zoning classifications (See Below).

B. Educational Services. “Educational services” use type refers to educational services provided by public or private organizations or individuals with the primary purpose of preparing students for jobs in a **trade or a profession**. Typical uses include **commercial/vocational schools**, beauty and barber schools, business schools, and conservatories of art, ratio of ratio of a maximum floor area ratio of private organizations or individuals with the primary purpose of preparing students for jobs in a trade or a profession. Typical uses include commercial/vocational schools, beauty and barber schools, business schools, and conservatories of art, music or drama. (Ord. 1361 § 12, 1998).

Such schools generate a high amount of truck turning movements, noise and pollution as students learn how to maneuver trucks.

Comprehensive Plan Policy

Following is the City’s policy within the Comprehensive Plan regarding acceptable land uses in the commercial zones. The City’s policy clearly does not anticipate “truck driving training schools” in the C and HC zoning districts. It is staff’s opinion that the policy clearly calls primarily for commercial uses in these zoning districts, not truck driving training schools.

Policy LU-4.2.5b: Commercial (C) - This land use category is intended for commercial uses at the neighborhood, community, and highway-oriented levels, as well as offices and has sub-categories mapped to identify the hierarchy of the designations.

- ◆ Commercial – Neighborhood: At the neighborhood level, customers can generally walk to the businesses; examples include neighborhood grocery or convenience stores.
- ◆ **Commercial:** At the community level, customers usually drive to the store or office, generating parking demand and traffic on adjacent streets; examples include retail businesses, supermarkets, hairdressers, professional offices, banks, restaurants, and hotels.
- ◆ **Commercial-Highway:** At the regional level, highway-oriented uses serve traveling customers not necessarily from the City of Pacific; examples include shopping centers, offices, motels, drive-in restaurants, and gas stations.

Zoning Code Provisions

20.56.020 Permitted buildings and uses (Commercial District).

In the C district, the following buildings and uses are permitted as hereinafter specifically provided for by this chapter and Chapter [20.06](#) PMC, subject to the general provisions and exceptions set forth in this chapter and regulations set forth in Chapters [20.01](#), [20.08](#) through [20.24](#), [20.68](#) and [20.72](#) PMC.

18. Educational facilities;

20.58.020 Permitted buildings and uses (Highway Commercial District).

In the HC district, the following buildings and uses are permitted as hereinafter specifically provided for by this chapter, subject to the general provisions and exceptions set forth in this chapter and regulations set forth in Chapters [20.01](#), [20.08](#) through [20.24](#), [20.68](#), [20.70](#) and [20.72](#) PMC. All uses shall be in an entirely closed building unless otherwise specified below or by a conditional use permit:

K. Educational services;

20.06.060 B Office/business use category.

Office/business use category includes establishments serving businesses or individuals with a wide variety of services such as providing advice, reports, marketing, financial needs, engineering, research, management, and related services that are necessary to conduct personal or professional business.

B. Educational Services. “Educational services” use type refers to educational services provided by public or private organizations or individuals with the primary purpose of preparing students for jobs in a **trade or a profession**. Typical uses include commercial/vocational schools, beauty and barber schools, business schools, and conservatories of art, ratio of ratio of a maximum floor area ratio of private organizations or individuals with the primary purpose of preparing students for jobs in a trade or a profession. Typical uses include **commercial/vocational schools**, beauty and barber schools, business schools, and conservatories of art, music or drama. (Ord. 1361 § 12, 1998).

Definition for “Vocational”

adjective

1. of, relating to, or connected with a [vocation](#) or occupation:
a vocational aptitude.

2. of, relating to, or noting instruction or guidance in an occupation or profession chosen
as a career or in the choice of a career:

Governance Committee Recommendation

The Governance Committee recommendation is to amend the zoning code to prohibit truck driving training schools in the HC (Highway Commercial) and C (Commercial) zones.

Proposed code amendments will be reviewed by the Planning Commission at their September 27th meeting.

**Proposed Truck
Driving School**





TO: Mayor Guier and City Council Members
FROM: Jim Morgan
MEETING DATE: August 22, 2016
SUBJECT: Doolittle Construction LLC Chip Seal Contract

ATTACHMENTS: Resolution 2016-365
Public Works Contract for Chip Seal
Bid Tabulation

Previous Council Review Date:

Summary: The City operates and maintains approximately 25 lane miles of streets. Most of the neighborhood streets do not receive the level of traffic the arterials and collectors receive. Therefore, a chip seal and fog coat are adequate to preserve the roads and extend their useful life.

The City has budgeted funds to chip seal and fog coat some of the residential streets this year.

Staff solicited proposals from firms listed the on Municipal Research and Services Center (MRSC) small works roster. The Invitation to Bid (ITB) was issued on Friday, July 29, 2016. Responses to the ITB are due by 4:00 p.m. Wednesday, August 4, 2016. The City staff determined that Doolittle Construction, LLC was the lowest responsible bidder and recommends awarding a contract to them in the amount of \$43,750.00.

Recommendation/Action: Staff recommends Council approve Resolution No. 2016-365 authorizing the Mayor to execute a contract with the contractor in the amount of \$43,750.00.

Motion for Consideration: Move to approve Resolution No. 2016-365, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DOOLITTLE CONSTRUCTION, LLC, IN THE AMOUNT OF \$43,750.00, FOR THE CONSTRUCTION OF CHIP SEAL STREET PRESERVATION AT FOUR LOCATIONS

Budget Impact: The project will be funded by the street fund as allocated in the budget.

Alternatives: Not award the contract

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2016 - 365

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DOOLITTLE CONSTRUCTION, LLC, IN THE AMOUNT OF \$43,750.00 FOR THE CONSTRUCTION OF CHIP SEAL STREET PRESERVATION AT FOUR LOCATIONS.

WHEREAS, the City of Pacific on July 29, 2016 solicited responses from firms listed on the Municipal Research Services Center small works roster for Chip Seal Services; and

WHEREAS, the City received two proposal from Doolittle Construction, LLC and Sierra Santa Fe Corp, dated August 4, 2016, to perform Chip Seal and Fog Coat Services on four neighborhood streets; and

WHEREAS, Doolittle Construction, LLC is the a low responsive bidder; and

WHEREAS, the City has reviewed the submitted proposal and has determined that it is in the best interest to enter into an agreement with Doolittle Construction, LLC in an amount not to exceed \$43,750.00.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Pacific City Council hereby authorizes the Mayor to execute an Agreement for Doolittle Construction, LLC in the amount of \$43,750.00, attached as Exhibit A.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 22nd DAY OF August, 2016.

CITY OF PACIFIC

LEANNE GUIER
MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CMC
CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

AUG 03 2016

COMMUNITY DEVELOPMENT
PUBLIC WORKS DEPARTMENT

CITY OF PACIFIC LIMITED PUBLIC WORKS

INVITATION TO BID

BID DUE DATE & TIME: Bids must be submitted to the City of Pacific no later than 2:00pm on August 4, 2016.

NOTE: Work stated is subject to the terms and conditions stipulated in the bid documents, including the scope of work attached hereto as Exhibit "A" to the form of Limited Public Works Contract.

THIS BID SUBMITTED BY:

BIDDER NAME: Tom Doolittle

COMPANY: Doolittle Construction LLC

ADDRESS: 1900 118th Ave SE

CITY: Belleve

STATE: WA ZIP: 98005

PHONE: 425 455 1150

FAX: 425 455 6782

THE UNDERSIGNED offers and agrees to furnish the goods or services on the date required at the price entered herein subject to the terms and conditions attached hereto.

I CERTIFY that the bid document has been read and understood and that all of the conditions contained therein are acceptable, and further, to the best of my knowledge the information contained in this bid proposal is accurate and complete and that I have the legal authority to commit this firm to a contractual agreement.

BY: [Signature]

DATE: Aug. 1, 2016

BID ISSUE DATE: July 29, 2016

PROJECT/ENG. ESTIMATE: \$17,500

DEPARTMENT: Public Works

SUMMARIZED SCOPE: This Public Works project consists of the construction of **2016 TRANSPORTATION IMPROVEMENT PROJECTS** and other related miscellaneous items. Work shall conform to the City of Pacific Development Guidelines for Public Works Standards and the Washington State Department of Transportation (WSDOT) Standard Specifications. **All work shall be completed by October 15, 2016.**

Mail, Fax, Email, or Deliver bids to the City of Pacific Public Works Engineering Department no later than the bid due date and time listed above. Late and/or incomplete submittals will be classified as non-responsive and will not be considered for project award.

PUBLIC WORKS REQUIREMENTS: The scope of work for this project constitutes a public work under State law. Bidders are cautioned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, submission of Payment and Performance Bonds (if required), reporting requirements for the use of Subcontractors, and sales tax implications in making a bid. 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 July 31, 2016.

FOR technical information regarding this project, please contact the City Engineer, Jim Morgan, at (253) 929-1115.

By: James Morgan
City Engineer

Date:

The City hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunities to submit bids, and will not be discriminated against on the grounds of race, color, sex, handicap or national origin in consideration for an award in compliance with RCW 49.60 and RCW 39.19.060.

Issued By: City of Pacific, WA

**CITY OF PACIFIC
LIMITED PUBLIC WORKS¹
PROPOSAL**

PROJECT: 2016 TRANSPORTATION IMPROVEMENT PROJECTS

** To ensure a responsible bid, please make sure Proposal is properly filled out, typed or in black ink, in its entirety, i.e. no blank spaces or lines. Items of work and materials to be provided, estimated quantities, units of measurement at the unit bid prices.**

Item #	Items of Work / Materials to be Furnished	Est. Quantity	Unit	Unit Bid Price*	Total Price
Bid items that include Washington State Sales Tax *					
1	Mobilization	1	LS	\$ 4000.-	\$ 4000.-
2	Maintenance Bond	1	LS	\$ 1000.-	1 000.-
3	Traffic Control	1	LS	\$ 5000.-	5000.-
4	Chip Seal	7,500	SY	\$ 4.00	30,000.-
5	Fog Coat	7,500	SY	\$ 0.50	3750.-
Grand Total					\$ 43,750.-

Company Name Doolittle Construction LLC

Signature of Authorized Official  Date 8-1-16

Print - Name Tom Doolittle - CEO

* Note: Include Washington State Retail Sales Taxes in the unit bid prices for all work for building, repairing or improving streets, roads, etc.; including: non-motorized facilities, related storm drainage, and power for street lighting. See Section 1-07.2 of the Washington Department of Transportation Standard Specifications for additional information

¹ The Limited Public Works Process is described in RCW 39.04.155(3) and City of Pacific Resolution No. 2015-235.

**CITY OF PACIFIC
LIMITED PUBLIC WORKS
PROJECT: 2016 TRANSPORTATION IMPROVEMENT PROJECTS**

STATEMENT OF BIDDER'S QUALIFICATIONS / RESPONSIBILITY CRITERIA

BUSINESS INFORMATION

Name of Firm:	Doolittle Construction LLC
Address:	1900 118 th Ave SE
Payment Address:	Bellevue WA 98005
Contact Phone #:	425 455 1150
Fax #:	425 455 6782
Contact Name:	Aaron Kindt or Tom Doolittle

LICENSE & REGISTRATION INFORMATION (RCW 39.04.10 Sec. 2)

State of Washington Dept. of Licensing Contractors Registration Number:	DOOLICL960CO
State of Washington Unified Business Identification (UBI) Number:	602 351 934
State of Washington Dept. of Employment Security Number:	252230-00-2
State of Washington Dept. of Labor & Industries Workers Compensation Acct. Number:	122,828-02
Washington State Excise Tax Registration Number:	602 351 934
Federal Tax ID Number:	91-150 4324
City of Pacific Business License Number:	

INSURANCE AND BONDING

Name of Insurance Company:	Alaska National
Name of Insurance Agent:	Kibble + Pentice
Insurance Mailing Address:	601 Union Street, Suite 1000, Seattle
Insurance Phone #:	206 441-6300 Lorna Williams 98101-4064
Insurance Fax #:	610 362-8530

Bonding Company (If Applicable):	Liberty Mutual
Name of Bond Agent:	Kibble + Prentice - Holly Wilfers
^{Agent} Bonding Company Address:	see other side
^{Agent} Bonding Phone #:	206-695-3106

OTHER

Are you listed on any debarment lists:	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Are you on the list of parties excluded from the Federal procurement / Non-Procurement programs	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N



Signature

CEO

Title

8-1-16

Date

**CITY OF PACIFIC
LIMITED PUBLIC WORKS CONTRACT**

THIS LIMITED PUBLIC WORKS CONTRACT (this "Contract") is made this 25th day of August, 2016, by and between, the **CITY OF PACIFIC**, a municipal corporation ("City") and Doolittle Construction, LLC, a Washington limited liability corporation ("Contractor") (individually a "Party" and collectively the "Parties").

In consideration of the terms and conditions set forth in this Contract, the Parties agree as follows:

Contractor Services. The Contractor shall furnish at its own cost and expense all labor, tools, materials and equipment required to construct and complete in a good workmanlike manner, and to the satisfaction of the City, the public works project known as **2016 TRANSPORTATION IMPROVEMENT PROJECTS.**

1. 2016 Transportation Improvements ("Project"). The Project is detailed in the Scope of Work, Exhibit A, and the following Contract Documents, which are attached hereto and incorporated herein by reference:

- Scope of Work (Exhibit A)
- Plans and Contract Drawings (Exhibit B)
- WSDOT Standard Specifications for Road, Bridge, and Municipal Construction
- Selection of Retainage Option
- Payment and Performance Bonds (if not waived by City)
- Statement of Intent To Pay Prevailing Wages
- Affidavit of Wages Paid

2. Notice to Proceed; Time of Completion. The Contractor shall commence work within seven (7) days after the City issues a written Notice to Proceed, and shall complete the work on or before October 15, 2016. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.

3. Payment.

3.1 Payment amount and procedures. The City shall pay the Contractor for all work and services covered by this Contract in an amount that shall not exceed Forty-Three Thousand Seven Hundred Fifty Dollars (\$43,750), including applicable sales tax. The payment amount shall exclude approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. The Contractor shall submit monthly invoices for work and services performed in a previous calendar month in a format acceptable to the City. The City shall pay for the portion of the work described in the invoice that has been completed by Contractor and approved by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the work.

3.2 Defective or Unauthorized Work. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract Documents, the Contractor shall correct or modify the required work to comply with the requirements of the Contract Documents. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract Documents. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City, including legal costs and attorneys' fees, beyond the maximum contract price under this Contract. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

3.3 Final Payment; Waiver of Claim. Thirty (30) days after completion and final acceptance of the Project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or agreed to in special contract provisions. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

3.4 Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to the Contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries, and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

4. Prevailing Wage. The Contractor shall comply with and pay prevailing wages as required by Chapter 39.12 RCW, as it may be amended in the future. Prevailing rate shall be paid on public works and building service maintenance contracts, funded in part or in whole with Federal funds. Federal wage laws and regulations shall be applicable. No worker, laborer or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington.

Prior to making any payment under this Contract, the Contractor must submit to the City an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. Notice from Contractor and all subcontractors of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of the workers. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following the final acceptance of services rendered, Contractor shall submit a "Minimum Wage Affidavit" for themselves and any subcontractors.

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties of interest, including labor and

management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his/her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as it may be amended in the future.

5. Indemnification and Hold Harmless. The Contractor shall protect, defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all claims, risks, injuries, damages, losses, suits, judgments, and attorney's fees or other expenses of any kind arising out of or in any way connected with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the work shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Contract 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, agents and volunteers, the Contractor's liability under this section shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided under this section 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 Contract.

6. Compliance with Laws. The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Any violation of the provisions of these applicable laws and regulations shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. Job Safety.

7.1 Work Site Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

7.2 Trench Safety. All trenches shall be provided with adequate safety systems as required by Chapter 49.17 RCW and WAC 296-155-650 and 655. Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and 655.

8. Utility Location. Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an “excavator” for the purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW including utilization of the “one call” locator system, before commencing any excavation activities.

9. Warranty and Guarantee. Contractor shall warrant and guarantee the materials and work to be free of defects for a period of two (2) years after the City's final acceptance of the entire Project. Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.

10. Correction of Defects. Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of the City's mailed notice of discovery, and shall complete such work within a reasonable time agreed to by both parties. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the Contractor shall pay all costs incurred by the City to perform the correction. In the event the Contractor does not accomplish corrections within the time specified, the correction work will be otherwise accomplished by the City and all costs of same shall be paid by the Contractor.

11. Change Order/Contract Modification.

11.1 Amendments. This Contract, together with the Contract Documents, attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only in writing, signed by the duly authorized representatives of both parties.

11.2 Change orders. The City may issue a written change order for any change in the work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. If the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving the written change order. If the Contractor fails to require a change order within the time frame allowed, the Contractor waives its right to make any claim

or submit subsequent change order requests for that portion of the work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below.

11.3 Procedure and Protest by Contractor. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor shall, within fourteen (14) calendar days, provide a signed written notice of protest to the City that states the date of the notice of the protest, the nature and circumstances that caused the protest, the provisions of the Contract that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the payment for work or time by an equitable adjustment.

11.4 Failure to Protest or Follow Procedures Constitutes Waiver. By not protesting or failing to follow procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work, and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations).

11.5 Contractor's Duty to Complete Protested Work. In spite of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.

11.6 Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. A change order that is accepted by the Contractor as provided herein shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

12. Claims. The Contractor shall give written notice to the City of all claims other than change orders within thirty (30) days of the occurrence of events giving rise to the claim, but in no event later than the time of approval by the City for final payment. Any claim for damages, additional payment for any reason, or extension of time shall be conclusively deemed to have been waived by Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract. At a minimum, a Contractor's written claim must include the information required in Section 11.3 of this contract regarding protests.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM IN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

The Contractor must, in any event, file any claim or bring any suit arising from or connected to this Contract within 120 calendar days from the date the work is completed. Contractor, upon making application for the final payment, shall be deemed to have waived its

right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

13. Contractor's Risk of Loss. It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he/she has familiarized himself/herself with all existing conditions and other contingencies likely to affect the work, and has made his/her bid accordingly, and that Contractor shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

14. Insurance. The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors 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 03 11 85. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named by endorsement as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional endorsement CG 20 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. **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 operation aggregate limit.

3. Employer's Liability insurance each accident \$1,000,000, Employer's Liability Disease each employee \$1,000,000, and Employer's Liability Disease – Policy Limit \$1,000,000.

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

1. The Contractor's insurance coverage shall be primary insurance as respect to 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 cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

3. The City will not waive its right to subrogation against the Contractor. The Contractor's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Contractor's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

4. If any coverage is made on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.

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

E. 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 Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.

F. Subcontractors. The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications 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's insurance shall contain a clause stating that the coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insured liability. The Contractor's insurance shall be primary insurance with respect to the City, and the City shall be given thirty (30) days' prior written notice of any cancellation, suspension or material change in coverage.

15. Payment and Performance Bonds. (City must check and initial above one of the following boxes.) The City waives does not waive the bond/surety provisions of this section pursuant to RCW 39.04.155(3). If the City waives these provisions then Contractor need

not complete this section. If the City does not waive these provisions then Contractor shall provide the following:

Payment and Performance bonds shall be received by the City in the amount of 100% of the Contract price and no less. The bonds must be accepted by the City prior to the execution of the Contract, and shall be in a form approved by the City. The bonds shall be released thirty (30) days after the date of final acceptance of the work performed under this Contract and receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries in settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

16. Termination.

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Contractor's insolvency or bankruptcy, or the Contractor's assignment for the benefit of creditors.

B. Termination upon completion of the work. This Contract shall terminate upon satisfactory completion of the work described in the Scope of Work (Exhibit A) and final payment by the City.

C. Rights Upon Termination.

1. Upon termination for any reason, all finished or unfinished reports or documents of the Contractor relating to this Contract shall be submitted to the City, and the Contractor shall be entitled to just and equitable compensation for any satisfactory work performed prior to the date of termination, not to exceed the total compensation in Section 3 of this Agreement (together with any approved Change Orders). Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. Termination for Cause or Default. In the event this Contract is terminated by the City for cause, Contractor shall not be entitled to receive any further amounts due under this Contract up to the termination date, until the work specified in the Scope of Work (Exhibit A) is satisfactorily completed, as scheduled. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

17. Attorney's Fees and Costs. If any legal proceeding is brought for the enforcement of this Contract, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party shall be entitled to recover from the

other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

18. General Administration. The Project Manager of the City shall have primary responsibility for the City under this Contract to oversee and approve all work performed as well as all financial invoices.

19. Ownership of Documents. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

20. Subletting or Assigning of Contracts. Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the prior written consent of the other. If subcontract work is needed, prior to approval by the City, the Contractor must verify that their first tier subcontractors meet the bidder responsibility criteria as written in Chapter 39.04.350 RCW.

21. Relationship of Parties. The parties intend that an independent contractor - client relationship will be created by this Contract. As Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Contractor or his employees, agents, representatives or subcontractors. Contractor will be solely and entirely responsible for his acts and for the acts of Contractor's agents, employees, representatives and subcontractors during the performance of this Contract. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that Contractor performs hereunder.

22. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the terms and rights contained in this Contract, or to exercise any option contained in this Contract in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

23. Written Notice. All communications regarding this Contract shall be sent to the Parties at the addresses listed below in the Contact information, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on the date three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract.

24. Discrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of

race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

25. **Term.** This Contract shall be effective from the date of Contract execution through expiration of the warranty period as described in Section 9.

26. **Severability.** The provisions of this Contract are declared to be severable. If any provision in this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year above written.

CITY OF PACIFIC:

CONTRACTOR:

Doolittle Construction, LLC

Signature: _____
MAYOR, Leanne Guier

Signature: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

Taxpayer ID #: _____



CITY CONTACT:

Print Name: Jim Morgan

CONTRACTOR CONTACT:

Print Name: _____

Address: _____

Phone : _____

Fax: _____

Contractor License #: _____

(if this is a new contractor or if Contractor has never conducted work with the City, a W-9 form must be attached to this agreement)

EXHIBIT "A"
PROJECT - SCOPE OF WORK

The City of Pacific is seeking bids from qualified vendors to provide 2016 TRANSPORTATION IMPROVEMENT PROJECTS. Work shall include, but is not limited to:

Chip Seal and Fog Coating 7,500 SY on Butte Place from Butte Avenue to the end of the cul-de-sac, Hawthorne Avenue South north of 4th Avenue SE; Homer Avenue SE and Wayne Avenue SE from Pacific Avenue to the end of the cul-de-sacs per 2016 Washington State Standard Specifications; 5-02, the Chip Seal aggregate size shall be 3/8-U.S. No. 4, with the emulsified asphalt CRS2P. Fog coating, shall be CSS-1h, application rate to 0.10 - 0.18 diluted gallons per SY. (See Exhibit B).

The contractor shall provide all traffic control and flagging, including 48 hour notification to home and business owners in advance of the work on the streets. The contractor shall place temporary no parking signs that clearly includes the dates and times 48 hours prior to the work.

Cover and protect city utilities such as water valves, sewer lids, storm lids and gas valves, including thermal plastic cross walks, turn arrows and stop bars. Sweeping of streets after the chip seal and before the fog coating is applied.

All work, equipment and materials shall conform to the 2016 Washington State Standard Specifications, and the City of Pacific Standards.

A. Items of Work

Bid Item 1 – Mobilization

This will be a Lump Sum (LS) cost for the Contractor. This work consists of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies, and incidentals to the project site; the cost of bonds and any required insurance; and other preconstruction expenses necessary for start of work.

Bid Item 2 – Maintenance Bond

This will be a Lump Sum (LS) cost for the Contractor. This work consists of providing a two year maintenance and defect bond.

Bid Item 3 – Traffic Control

This will be a Lump Sum (LS) cost for the Contractor. The lump sum price bid for traffic control shall include but not be limited to Signs (portable, stationary, or barricade), which includes detour signing, Flashing Arrow Boards (FAB), Flaggers, Cones, Skinny Drums and Drums and all labor, tools, equipment and incidentals necessary to furnish, install, maintain and remove traffic control devices when no longer required.

Bid Item 4 – Chip Seal

The unit price in the proposal for "Chip Seal" shall be full compensation to complete the installation of chip seal as specified on the Plans. Work elements -shall include, but not be limited to, furnishing, placing, and; and cleanup.

The unit contract price for "Chip Seal" shall be full compensation for all labor, tools, equipment, and materials necessary or incidental to expose the locations of existing utilities, record vertical and horizontal locations, backfill, and compact excavated areas per Owner's Standard Details. This unit price shall also include the cost for rescheduling work as required to allow the Owner time (up to 7 working days) to issue any design modifications as may be required.

Bid Item 5 – Asphalt “Fog” Coating

The unit price in the proposal for "Asphalt “Fog” Coating" shall be full compensation to complete the installation of street fog coating as specified on the Plans. Work elements -shall include, but not be limited to, furnishing, placing, and cleanup.

The unit contract price for “Asphalt “Fog” Coating” shall be full compensation for all labor, tools, equipment, and materials necessary or incidental to expose the locations of existing utilities, record vertical and horizontal locations, backfill, and compact excavated areas per Owner's Standard Details. This unit price shall also include the cost for rescheduling work as required to allow the Owner time (up to 7 working days) to issue any design modifications as may be required.

DRAFT

EXHIBIT "B"
PROJECT – Plans and Contract Drawings

DRAFT

GENERAL CONSTRUCTION NOTES

- ALL WORKMANSHIP AND MATERIALS WILL BE IN ACCORDANCE WITH CITY OF PACIFIC STANDARDS, CITY OF PACIFIC MUNICIPAL CODE, AND ORDINANCES. THESE DOCUMENTS ARE SUPPLEMENTED BY THE MOST CURRENT EDITION OF THE STATE OF WASHINGTON STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION AND STANDARD PLANS.
- ALL MATERIALS USED FOR CONSTRUCTION SHALL BE NEW AND UNDAMAGED AND SHALL BE MADE AVAILABLE FOR INSPECTION AND APPROVAL BY THE CITY OF PACIFIC PRIOR TO INSTALLATION. THE CONTRACTOR SHALL PROVIDE THE CITY OF PACIFIC WITH A CERTIFICATE OF MATERIALS FROM THE SUPPLIER, IF REQUESTED.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL IN ACCORDANCE WITH U.S. DEPARTMENT OF TRANSPORTATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). PRIOR TO DISRUPTION OF ANY TRAFFIC, TRAFFIC CONTROL PLANS WILL BE PREPARED AND SUBMITTED TO THE CITY FOR APPROVAL. NO WORK WILL COMMENCE UNTIL ALL APPROVED TRAFFIC CONTROL IS IN PLACE.
- TEMPORARY EROSION/WATER POLLUTION MEASURES SHALL BE REQUIRED IN ACCORDANCE WITH SECTION 1-07.15 OF THE STANDARD SPECIFICATIONS AND APPLICABLE REQUIREMENTS OF THE KING COUNTY SURFACE WATER DESIGN MANUAL.
- DURING CONSTRUCTION, ALL PUBLIC STREETS ADJACENT TO THE PROJECT SHALL BE KEPT CLEAN OF MATERIAL DEPOSITS RESULTING FROM ON-SITE CONSTRUCTION, AND EXISTING STRUCTURES SHALL BE PROTECTED.
- THE DEVELOPER AND THE CONTRACTOR SHALL COMPLY WITH ALL OTHER PERMITS AND OTHER REQUIREMENTS BY THE CITY OF PACIFIC OR OTHER GOVERNING AUTHORITY OR AGENCY AS MAY BE APPLICABLE.
- A PRECONSTRUCTION MEETING SHALL BE HELD WITH THE CITY PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE THE CITY WITH A CONSTRUCTION SCHEDULE AND A COPY OF ALL PERMITS ISSUED BY AGENCIES OTHER THAN THE CITY.
- A COPY OF THE APPROVED PLANS SHALL BE AVAILABLE ON THE SITE AT ALL TIMES DURING CONSTRUCTION.
- ALL PROJECT ELEMENTS SHALL BE STAKED BY A LICENSED PROFESSIONAL QUALIFIED TO PERFORM THE WORK.
- THE CONTRACTOR SHALL CALL UNDERGROUND LOCATE LINE 1-800-424-5555 MINIMUM 72 HOURS PRIOR TO ANY EXCAVATIONS. THE LOCATION OF UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR IT'S REPRESENTATIVES. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UTILITIES PRIOR TO COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY DAMAGE WHICH MIGHT BE OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE CITY, THE OWNER, AND THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY CONFLICT EXISTS.
- ALL UTILITY TRENCHES EXCAVATED IN THE RIGHT-OF-WAY SHALL BE BACKFILLED WITH 5/8-INCH CRUSHED ROCK. THE TRENCHES SHALL BE BACKFILLED AND COMPACTED TO 95% DENSITY IN ACCORDANCE WITH WSDOT 7-06.3(3).
- PRIOR TO ACCEPTANCE OF CONSTRUCTION AND/OR ISSUANCE OF OCCUPANCY PERMITS, SURVEY OR CERTIFIED RECORD MYLAR DRAWINGS AND ELECTRONIC DATA FILES MUST BE PREPARED FOR THE ENTIRE PROJECT AND SUBMITTED TO THE PUBLIC WORKS DEPARTMENT.
- CAUTION - EXTREME HAZARD - OVERHEAD ELECTRICAL SERVICE LINES ARE GENERALLY NOT SHOWN ON THE DRAWINGS. ELECTRICAL LINES SHOWN ON THE DRAWINGS ARE LOCATED BY POINT-TO-POINT, POWER POLE TO POWER POLE CONNECTION. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXTENT OF ANY HAZARD CREATED BY OVERHEAD ELECTRICAL POWER IN ALL AREAS AND SHALL FOLLOW PROCEDURES DURING CONSTRUCTION AS REQUIRED BY LAW AND REGULATION. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL MEET WITH UTILITY OWNERS AND DETERMINE THE EXTENT OF HAZARD AND REMEDIAL MEASURES AND SHALL TAKE WHATEVER PRECAUTIONS MAY BE REQUIRED.

EROSION CONTROL NOTES

- ON-SITE EROSION CONTROL MEASURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- IN CASE EROSION OR SEDIMENTATION OCCURS TO ADJACENT PROPERTY, ALL CONSTRUCTION WORK ON THE PROJECT THAT WILL AGGRAVATE THE SITUATION MUST CEASE AND THE CONTRACTOR SHALL IMMEDIATELY COMMENCE RESTORATION OR MITIGATION MEASURES. RESTORATION ACTIVITY SHALL CONTINUE UNTIL SUCH TIME AS THE PROBLEM IS RECTIFIED.
- IN ANY AREA WHICH HAS BEEN STRIPPED OF VEGETATION AND WHERE NO FURTHER WORK IS ANTICIPATED FOR A PERIOD OF 2-7 DAYS OR MORE, ALL DISTURBED AREAS MUST BE IMMEDIATELY STABILIZED WITH MULCHING, GRASS PLANTING, OR OTHER APPROVED EROSION CONTROL TREATMENT APPLICABLE TO THE TIME OF YEAR IN QUESTION. GRASS SEEDING ALONE WILL BE ACCEPTABLE ONLY DURING THE MONTHS OF APRIL THROUGHOUT SEPTEMBER, INCLUSIVE. SEEDING MAY PROCEED, HOWEVER, WHENEVER IT IS IN THE INTEREST OF THE CONTRACTOR, BUT MUST BE AUGMENTED WITH MULCHING, NETTING, OR OTHER TREATMENT.
- ALL WORK ASSOCIATED WITH STABILIZING THE DISTURBED AREAS SHALL BE IN ACCORDANCE WITH THE PUGET SOUND STORMWATER MANAGEMENT MANUAL.
- ALL NECESSARY FACILITIES SHALL BE MAINTAINED ON-SITE TO PREVENT DEBRIS, AND MUD FROM ACCUMULATING ON THE PUBLIC RIGHT-OF-WAY.
- ALL STOCK PILED MATERIAL (BEDDING, TRENCH EXCAVATION, TRENCH BACKFILL) SUBJECT TO EROSION SHALL BE COVERED WITH 0.06 MIL PLASTIC SHEETING SECURED IN PLACE WITH SANDBAGS OR EQUIVALENT.

STREET CONSTRUCTION NOTES

- SEE THE CITY OF PACIFIC STANDARD NOTES ON SHEET 2.
- SEE THE CONSTRUCTION SEQUENCE ON SHEET 2.
- ALL TRANSPORTATION SYSTEM IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE APPROVED PLANS. ANY DEVIATIONS FROM THESE PLANS SHALL REQUIRE APPROVAL FROM THE OWNER, ENGINEER, AND APPROPRIATE PUBLIC AGENCIES.
- WHERE NEW ASPHALT JOINS EXISTING, THE EXISTING ASPHALT WILL BE CUT TO A NEAT VERTICAL EDGE AND TACKED WITH ASPHALT EMULSION TYPE CSS-1 IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS. THE NEW ASPHALT WILL BE FEATHERED BACK OVER EXISTING ASPHALT TO PROVIDE FOR A SEAL AT THE SAW CUT LOCATION AND THE JOINT SEALED WITH GRADE AR-4000W PAVING ASPHALT.
- COMPACTION OF SUB-GRADE, ROCK, AND ASPHALT WILL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.

CONSTRUCTION SEQUENCE

- ATTEND PRE-CONSTRUCTION CONFERENCE.
- OBTAIN ALL LICENSES, PERMITS, ETC.
- ERECT SIGNAGE ON AFFECTED STREETS 3 WEEKS IN ADVANCE OF OPERATIONS.
- INSTALL CATCH BASIN PROTECTION.
- COORDINATE WITH CITY, SWEEPING AND VACUUMING OF AFFECTED STREETS.
- CRACK SEAL AFFECTED STREETS IN ADVANCE OF CHIP-SEAL OPERATIONS.

ABBREVIATIONS

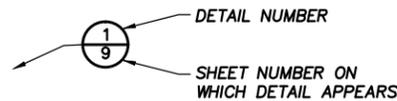
<p>● AASHTO AGC AGG. AL ANSI APPROX APWA ASA ASCE ASTM AVG AWWA BOT BW CL CF or CU FT CFS CLR CMP CONC. CONT CSBC CSTC CULV. CY or CU YD D DEG DIA DIP DIPRA E ECOLOGY EL EST. EXCL. EPA EW FG FL FLG FPS FT GAL GPD GPH GPM GPS H HDPE HUND. HMA HP IE IN INCL INFO LB LF or LIN FT LS M</p>	<p>At American Association of State Highway and Transportation Officials Associated General Contractors of America Aggregate Aluminum American National Standards Institute Approximately American Public Works Association American Standards Association American Society of Civil Engineers American Society for Testing and Materials Average American Water Works Association Bottom Both Ways Class Cubic Feet Cubic Feet per Second Clear Corrugated Metal Pipe Concrete Continuous Crushed Surfacing Base Course Crushed Surfacing Top Course Culvert Cubic Yard Drain Degree(s) Diameter Ductile Iron Pipe Ductile Iron Pipe Research Association East Washington State Department of Ecology Elevation Estimate(d) Excluding Environmental Protection Agency Each Way Finish Grade Flow Line Flange Feet per Second Feet Gallon Gallons per Day Gallons per Hour Gallons per Minute Geodetic Point Survey Horizontal High Density Polyethylene Hundred Hot Mix Asphalt High Point or Horse Power Invert Elevation Inch Include Information Pound(s) Linear Foot (Feet) Lump Sum Thousand</p>	<p>MAX MG/L MH MIL MIN MUTCD N NEPA NPW NRMCA NTS OC OSHA OZ PERF PERM PL PPI PRES PSCP PSI PVC R RCP RCW RD REINF R/W or ROW S SDR SC SEPA SF SIM SL SS ST STA+00 STD STR SY or SQ YD TH THRU TYP UDCP UGA UL USEPA V VLDPE W W/ WAC WISHA WHP WS WSDOE WSDOT WTR</p>	<p>Maximum Milligrams per Liter Manhole 1/1000 Inch Minimum or Minute Manual on Uniform Traffic Control Devices North National Environmental Policy Act Non-Potable Water National Ready Mix Concrete Association Not to Scale On Center Occupational Safety and Health Administration Ounce(s) Perforated Permeability Property Line Plastic Pipe Institute Pressure Plain Steel Culvert Pipe Pounds per Square Inch Polyvinyl Chloride Radius Reinforced Concrete Pipe Revised Code of Washington (Laws of the State) Road Reinforced, Reinforcing Right-of-Way Slope Standard Dimension Ratio Section State Environmental Policy Act Square Feet (Foot) Similar Slope Stainless Steel Steel or Street Station Number Standard Structural Square Yard(s) Thick or Thickness Through Typical Underdrain Collection Pipe (Perf) Urban Growth Area Underwriter Laboratory United States Environmental Protection Agency Vertical Very Low Density Polyethylene West With Washington Administrative Code Washington Industrial Safety and Health Administration Water Non-Potable Water Surface Washington State Department of Ecology (Ecology) Washington State Department of Transportation Water</p>
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LEGEND

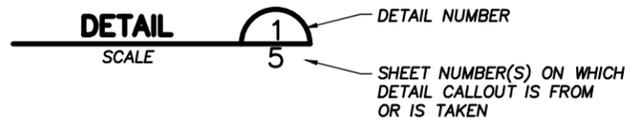
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		CLEANOUT - SANITARY MONUMENT		GRIND ASPHALT
		UTILITY VALVE FIRE HYDRANT		ASPHALT OVERLAY
		MANHOLE - STORM DRAIN MANHOLE - SANITARY		CHIP SEAL
		CATCH BASIN - TYPE 1 CATCH BASIN - TYPE 2		PAVEMENT PATCH
		CULVERT STREET LIGHT ASSY.		
		UTILITY POLE TELEPHONE RISER		
		SPOT ELEV. PROPERTY LINE RIGHT-OF-WAY		
		GAS POWER POWER (AERIAL)		
		POWER (BURIED) STORM SEWER		
		STORM SEWER (GRAVITY) STORM SEWER (PRESSURE)		
		SANITARY SEWER SANITARY SEWER (GRAVITY)		
		SANITARY SEWER (PRESSURE) TELEPHONE (AERIAL)		
		TELEPHONE (BURIED) TELEPHONE (BURIED)		
		CABLE TELEVISION (AERIAL) CABLE TELEVISION (BURIED)		
		CABLE TELEVISION WATER MAIN		
		ORNATE FENCE WIRE FENCE		
		LIMITS OF CONSTRUCTION LIMITS OF CUT AND FILL		
		INDEX CONTOURS INTERMEDIATE CONTOURS		
		ROCKERY WALL VEGETATION LIMITS		
		DITCH OR SWALE		

SECTION AND DETAIL DESIGNATIONS

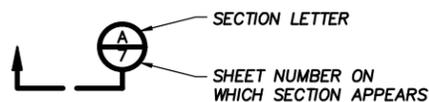
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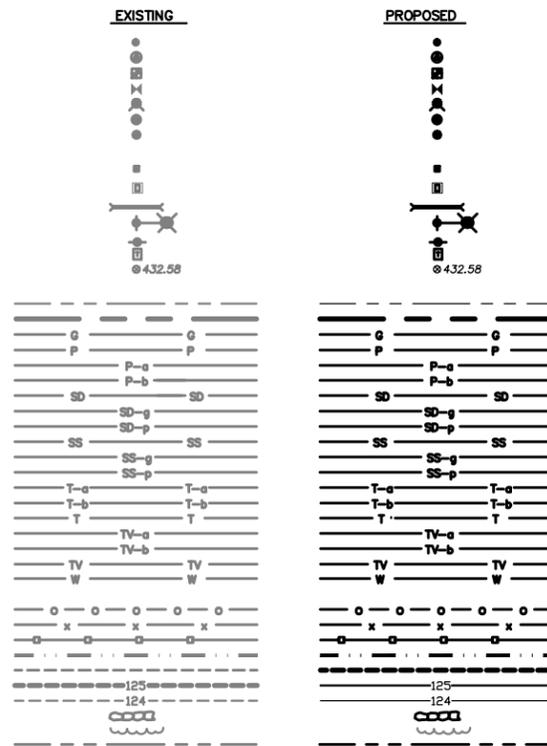
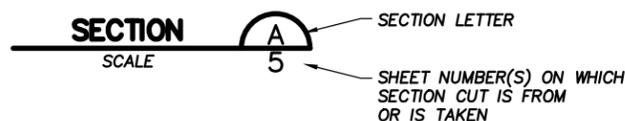
DETAIL DESIGNATION:



SECTION CUT:



SECTION DESIGNATION:



CALL UNDERGROUND UTILITY LOCATE SERVICE:
1-800-424-5555 72 HOURS BEFORE DIGGING.

7/29/2016 9:12:54 AM, Revision Date

NO.	REVISIONS	DATE	BY

City of Pacific

100 3rd Avenue Southeast
Pacific, WA 98047
Phone: (253)929-1110
Fax: (253)887-9910

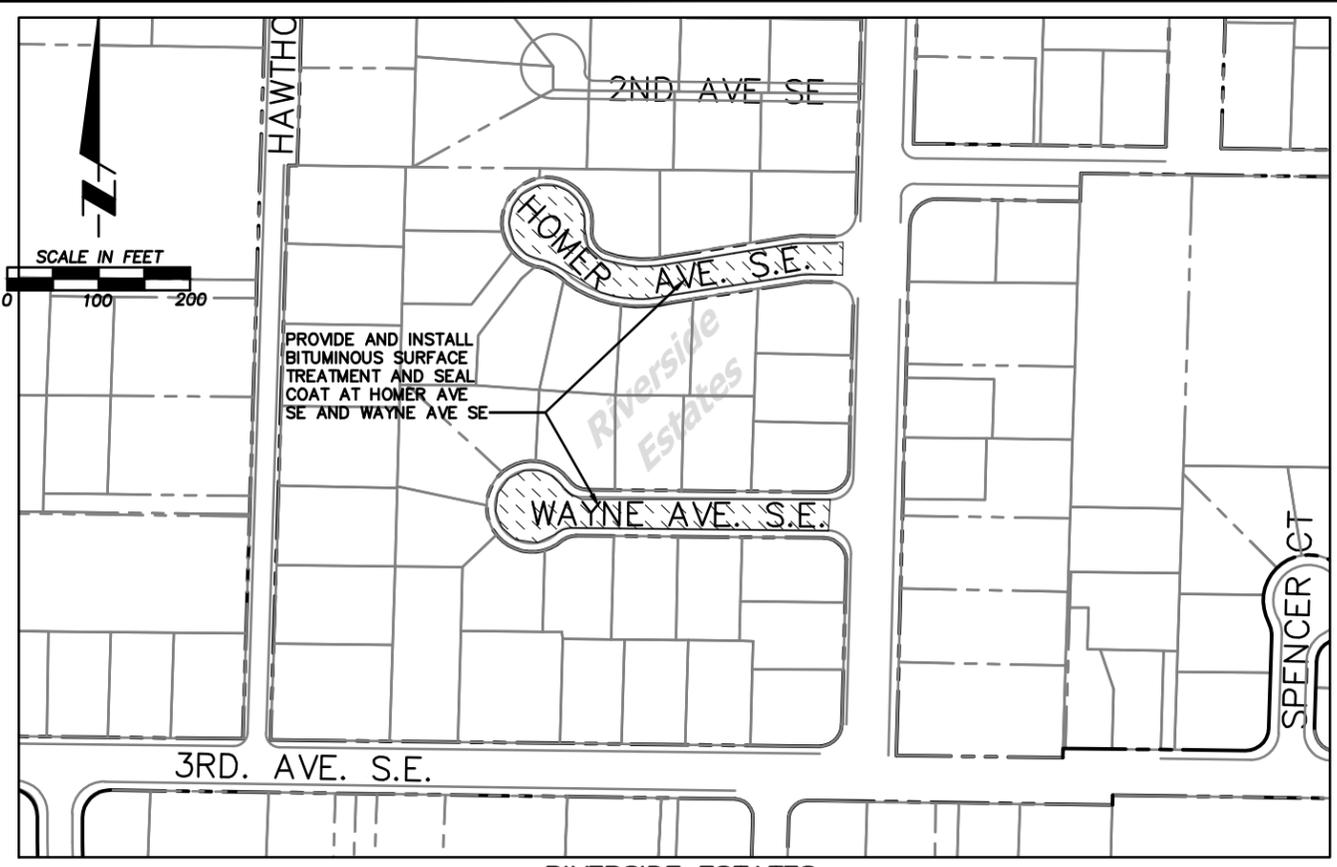
DESIGNED
DRAWN JJM
CHECKED
APPROVED
SCALE As Noted
DATE July 2016

2016 Transportation Improvement Projects
Legend, Abbreviations, and Notes

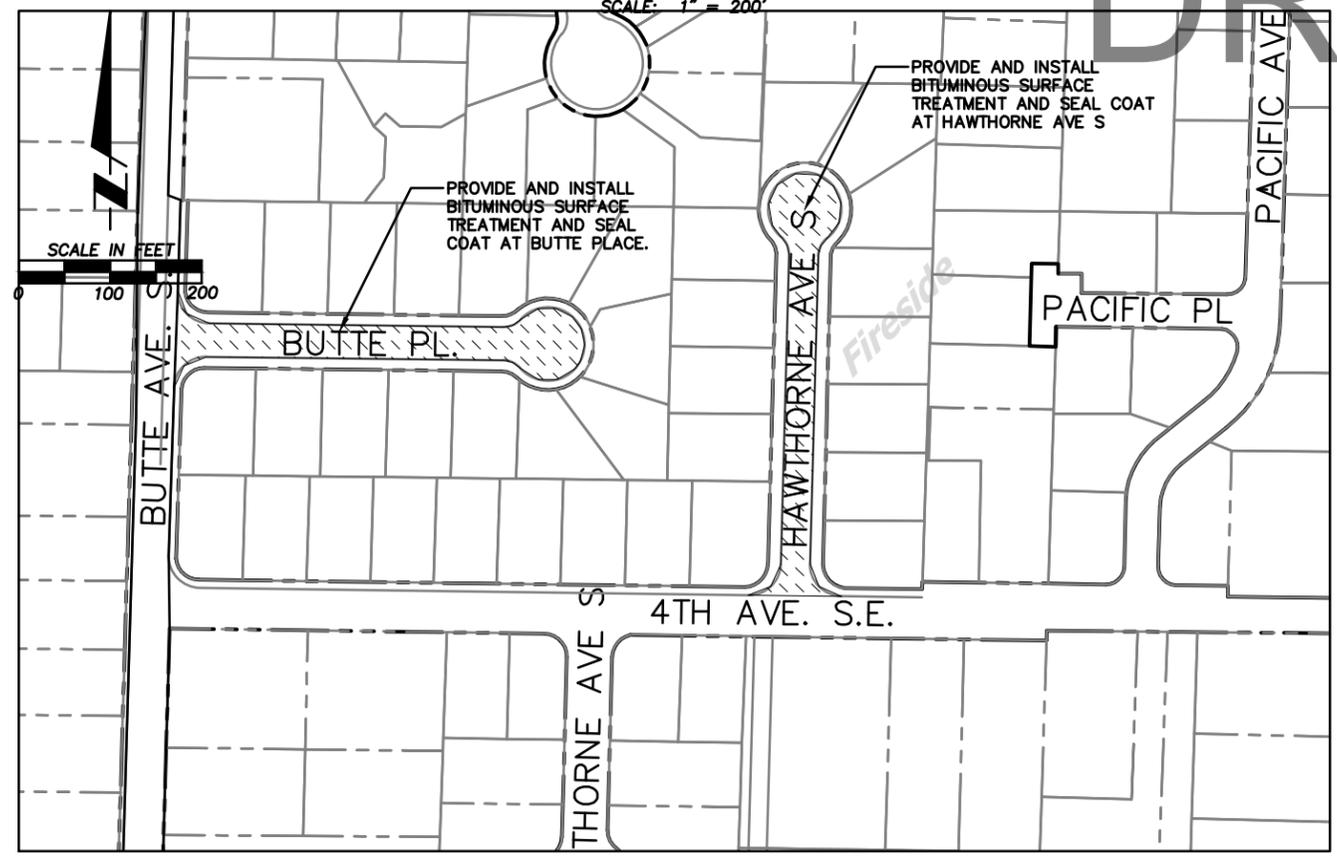
City of Pacific
100 3rd Avenue SE
Pacific, WA 98047

SHEET NO.
2
3
27





**RIVERSIDE ESTATES
PLAN**



**BUTTE PLACE AND FIRESIDE
PLAN**

DRAFT

CALL UNDERGROUND UTILITY LOCATE SERVICE:
1-800-424-5555 72 HOURS BEFORE DIGGING.

SCALE: 1" = 200'



NO.	REVISIONS	DATE	BY

City of Pacific
100 3rd Avenue Southeast
Pacific, WA 98047
Phone: (253)929-1110

DESIGNED
DRAWN JJM
CHECKED
APPROVED
SCALE As Noted
DATE July 2016

2016 Transportation Improvement Projects
Plan
City of Pacific
100 3rd Avenue SE
Pacific, WA 98047

SHEET NO.
3 / 3

7/29/2016 9:14:48 AM, Revision Date

SELECTION OF RETAINAGE OPTION

**CITY OF PACIFIC
LIMITED PUBLIC WORKS**

PROJECT: 2016 TRANSPORTATION IMPROVEMENT PROJECTS

Contract/Purchase Order Number: _____

Pursuant to RCW 60.28.011, five percent (5%) of all monies earned by the Contractor on estimates during the progress of the work shall be retained by the City for the purposes mentioned in said statute. The Contractor elects to have these monies (check one):

- Retained in a fund by the Owner until sixty (60) days following the final acceptance of said improvement or work is completed;
- Deposited by the Owner in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of said improvement or work is completed, or until agreed to by both parties: Provided that interest on such account shall be paid to the Contractor; or
- Placed in escrow with a bank or trust company by the Owner until sixty (60) days following the final acceptance of said improvement or work is completed. When the monies reserved are to be placed in escrow, the Owner shall issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the Owner and such bonds and securities shall be held in escrow. Interest on such bonds and securities shall be paid to the Contractor as the said interest accrues. Contractor hereby further agrees to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The City of Pacific shall not be liable in any way for any cost or fees in connection therewith.

Name of Financial Institution

Address of Financial Institution

City, State, Zip Code of Financial Institution

Escrow Account Number

Contractor's Signature

Date

Payment Bond

KNOW ALL PEOPLE BY THESE PRESENTS: **BOND NO.:** _____

That we, _____, the CONTRACTOR, herein referred to as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto THE CITY OF PACIFIC (hereinafter the "OWNER") in the full sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS of this obligation are such that, whereas, the PRINCIPAL has entered into an agreement in writing with the OWNER, dated _____ 20____, for the construction of the **City of Pacific, 2016 TRANSPORTATION IMPROVEMENT PROJECTS** according to the terms, conditions and covenants specified in the Contract, including all of the Contract documents therein referred to, which are hereby referred to and made a part hereof as fully and completely as though set forth in detail herein, and

WHEREAS, it is understood and made a part of the consideration for this obligation that the OWNER shall have the right to sue on this Bond in its own name to recover for any loss, injury, damage or liability whatsoever sustained or incurred by it by reason of the PRINCIPAL's failure to pay all laborers, mechanics, and subcontractors and materialmen, and all persons who shall supply such person or persons and such PRINCIPAL or subcontractors with provisions and supplies for the carrying on of such Work as defined and required by RCW 39.08, any breach of the Contract documents, or of any provision in this Bond, in the same manner and to the same extent as though this obligation ran directly to the OWNER.

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform all of the provisions and fulfill all of the undertakings, covenants, terms, conditions and agreements for payment of all persons, laborers, mechanics, and subcontractors and materialmen, and all persons who shall supply such person or persons and such PRINCIPAL or subcontractors with provisions and supplies for the carrying on of such Work as required by RCW 39.08 and shall indemnify and save harmless OWNER from all cost and damage by reason of the PRINCIPAL's default or failure to do so, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect, and SURETY will be obligated to pay such person or persons as required by RCW 39.08.

IT IS FURTHER DECLARED AND AGREED that the SURETY hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, the Work to be performed thereunder, or the Project Specifications shall in any way affect its obligation on this Bond, and the SURETY hereby waives notice of any change, extension of time, alteration or addition to the terms of the Contract, the Work or the Project Specifications. SURETY hereby attaches an original Power of Attorney verifying the authority of the person(s) executing this Bond on behalf of the SURETY.

Sealed and dated this _____ day of _____, 20____.

PRINCIPAL: [Insert Contractor's Name]

By: _____
(Print Name)

Signature: _____

Title: _____

SURETY: [Insert Surety's Name]

By: _____
(Print Name)

Signature: _____

Title: _____

Address: _____

DRAFT

Attachments: Original Surety Power of Attorney

**CITY OF PACIFIC
LIMITED PUBLIC WORKS**

PROJECT: 2016 TRANSPORTATION IMPROVEMENT PROJECTS

SURETY BOND #: _____

DATE POSTED: _____

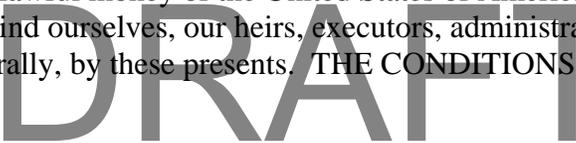
PROJECT COMPLETION DATE: _____

RE: Project Name: _____

Owner/Developer/Contractor: _____

Project Address: _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____
(hereinafter called the "Principal"), and _____ a corporation organized
under the laws of the State of _____, and authorized to transact surety business in the
State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of
Pacific, Washington, in the sum of _____
(\$ _____), lawful money of the United States of America, for the payment of which
sum we and each of us bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, by these presents. THE CONDITIONS of the above obligation are
such that:



WHEREAS, the above named Principal has entered into a certain agreement with the
City, to perform the following public works project within the City: _____
_____ ; and

WHEREAS, the agreement with the City requires that certain improvements be made as
part of the public works project; and that such improvements be constructed in full compliance
with City standards, and the plans and specifications as required by the City; and

WHEREAS, the agreement with the City requires that the improvements are to be made
or constructed within a certain period of time, unless an extension is granted in writing by the
City; and

NOW, THEREFORE, it is understood and agreed that this obligation shall continue in
effect until released in writing by the City of Pacific, but only after the Principal has performed
and satisfied the following conditions:

A. Conditions.

- 1. The improvements to be constructed by the Principal include: (insert complete description here)

-
-
2. The Principal must construct the improvements to conform to the design, location, materials and other specifications for the indicated site improvements, as required by the City in the above-referenced project. In addition, the Principal must construct the improvements according to the applicable ordinances and standards of the City and/or state statutes, as the same now exist or are hereafter amended.
 3. The Principal must have completed all improvements required by the above-referenced conditions, plans and City file within _____ which time period shall begin to run from the earlier of _____ unless an extension is granted by the City.
 4. The Principal must have paid all sums owing to laborers, contractors, mechanics, subcontractors, material-men and suppliers or others as a result of such work for which a lien against any City property has arisen or may arise. The Principal shall indemnify and hold harmless the City of Pacific, its officers, officials and agents from any claim for such payment.
 5. The Principal must obtain acceptance by the City of the work completed, all on or before thirty (30) days after the completion date set forth in Section A(3) above.
 6. The Principal shall indemnify and hold harmless the City of Pacific, its officers, officials and agents from any claims relating to defect(s) in any of the workmanship entering into any part of the work or designated equipment covered by the contract between the Principal and the City. Once the work has been completed and accepted by the City, and all other conditions of this Bond have been satisfied, this Performance bond will be released and replaced with a two (2) year Maintenance Bond, not to exceed the sum of \$_____, which is not less than one hundred-fifty per cent (150%) of the total contract amount. This hold harmless and indemnification agreement shall survive the expiration of this Bond.

B. Default.

1. If the Principal defaults and does not perform the above conditions within the time specified, then the Surety shall, within twenty (20) days of demand of the City, make a written commitment to the City that it will either:
 - a) remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection B(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs, which exceeded the City's estimate, limited to the bond amount.

2. In the event the Principal fails to complete all of the above referenced improvements within the time period specified by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of completing the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to complete such improvements.
- C. Corrections. Any corrections required by the City shall be commenced within seven (7) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this Bond as described in Section B above.
- D. Extensions and Changes. No change, extension of time, alteration or addition to the terms of the contract or to the work to be performed by the Principal or the specifications accompanying the same shall in any way affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder. The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the aforesaid contract without notice to Surety and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation on this Performance Bond in a like amount.
- E. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in King County Superior Court.
- F. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and a Maintenance Bond as described in

Section A(6) of this Bond has been submitted to the City, in a form suitable to the City and until released in writing by the City.

DATED this ____ day of _____, 201__ .

SURETY COMPANY
(Signature must be notarized)

DEVELOPER/OWNER
(Signature must be notarized)

By: _____
Its _____

By: _____
Its _____

Print Name: _____

Print Name: _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

DRAFT

CITY OF PACIFIC

By: _____
Its: Mayor

Date: _____

APPROVED AS TO FORM:

Carol Morris, City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE
____ Individual (Form P-1)
____ Corporation (Form P-2)

Department of Labor and Industries
 Prevailing Wage
 (360) 902-5335
 www.lni.wa.gov/TradesLicensing/PrevWage



**STATEMENT OF INTENT TO
 PAY PREVAILING WAGES**
Public Works Contract
\$40.00 Filing Fee Required

Intent ID # (Assigned by L&I) _____

- This form must be typed or printed in ink.
- Fill in all blanks or form will be returned for correction (see back).
- Please allow a minimum of 10 working days for processing.
- Once approved, your form will be posted online at the website above.

APPROVED FORM WILL BE MAILED TO THIS ADDRESS

Contractor, company or agency name, address, city, state & ZIP+4

Project Name		Contract Number	
Contract Awarding Agency (public agency - not federal or private)			
Awarding Agency Address			
City		State	ZIP+4
Awarding Agency Project Contact Person		Phone Number	
County where work will be performed		City where work will be performed	
Bid due date (mm/dd/yy)		Date contract awarded (mm/dd/yy)	
Prime Contractor (has contract with the public agency)		Prime's Phone Number	
Prime's Contractor Registration Number		Prime's UBI Number	
Number of Owner/Operators that own at least 30% of the company who will perform work on the project: _____		Expected job start date (mm/dd/yy)	
Will employees perform work on this project? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", please list worker's craft/trade/occupation below. (If you choose "No" and this changes later, you certify that you will submit a new form listing workers.)		Do you intend to use subcontractors? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Craft/trade/occupation. (Do NOT list apprentices.) When using employees in more than one craft, each craft transition must be accurately recorded on the time sheet.		Do you intend to use apprentice employees? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Estimated number of workers	Rate of hourly pay	Rate of hourly fringe benefits

DRAFT
Sample

Company Name	
Address	
City	State ZIP+4
Contractor Registration Number	UBI Number
Industrial Insurance Account Number	
Email Address	Phone Number
For L&I Use Only	
APPROVED:	Department of Labor and Industries
By _____	Industrial Statistician

Indicate total dollar amount of your contract (including Sales Tax) or time and materials, if applicable.	\$ _____
I hereby certify that the information, including any addendums, is correct and that all workers I employ on this Public Works Project will be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.	
Title	Signature

For L&I Use Only	
Check Number: _____	<input type="checkbox"/> \$40 or \$ _____
Issued By: _____	

F700-029-000 statement of intent to pay prevailing wages 05-08

DO NOT SEPARATE FORMS PRIOR TO APPROVAL BY L&I
 (White & canary copies must be submitted-canary will be retained by L&I after approval.)

Department of Labor and Industries
 Prevailing Wage
 (360) 902-5335
 www.lni.wa.gov/TradesLicensing/PrevWage



AFFIDAVIT OF WAGES PAID
Public Works Contract
\$40.00 Filing Fee Required

Affidavit ID # (Assigned by L&I) _____

- This form must be typed or printed in ink.
- Fill in all blanks or form will be returned for correction (see back).
- Please allow a minimum of 10 working days for processing.
- Once approved, your form will be posted online at the website above.

APPROVED FORM WILL BE MAILED TO THIS ADDRESS

Contractor, company or agency name, address, city, state & ZIP+4

Project Name		Contract Number	
Contract Awarding Agency (public agency - not federal or private)			
Awarding Agency Address			
City		State	ZIP+4
Awarding Agency Project Contact Person		Phone Number	
County where work was performed		City where work was performed	
Bid due date (mm/dd/yy)		Date contract awarded (mm/dd/yy)	
Date work completed (mm/dd/yy)		Date Intent filed (mm/dd/yy)	
Prime Contractor (has contract with the public agency)		Prime's Phone Number	
Prime's Contractor Registration Number		Prime's UBI Number	
Number of Owner/Operators that own at least 30% of the company who will perform work on the project: _____		Intent ID # _____	
Did Employees Perform Work on this Project? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", please list worker's craft/trade/occupation below.		Was all work subcontracted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Did you use subcontractors? <input type="checkbox"/> Yes <input type="checkbox"/> No		Responding "Yes" to either of the above questions will require that you fill out Addendum B, List of Next Tier Subcontractors.	
Job start date (mm/dd/yy)			

Craft/trade/occupation and apprentices. (For apprentices, give name, registration #, trade, dates of work on project, stage of progression, wage and fringe.)	Number of workers	Total # of hours worked - ea. trade	Rate of hourly pay	Rate of hourly fringe benefits
DRAFT				
Sample				

Company Name	
Address	
City	State ZIP+4
Contractor Registration Number	UBI Number
Industrial Insurance Account Number	
Email address	Phone Number
For L&I Use Only	
APPROVED: Department of Labor and Industries	
By _____	Industrial Statistician

Indicate total dollar amount of your contract (including Sales Tax.)	\$ _____
I hereby certify that the information, including any addendums, is correct and that all workers I employed on this Public Works Project were paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.	
Title	Signature

For L&I Use Only	
Check Number: _____	<input type="checkbox"/> \$40 or \$ _____
Issued By: _____	

F700-007-000 affidavit of wages 05-08 **DO NOT SEPARATE FORMS PRIOR TO APPROVAL BY L&I**
 (White & canary copies must be submitted-canary will be retained by L&I after approval.)

**CITY OF PACIFIC
MAINTENANCE BOND**

Pacific Project #: TR1601
Surety Bond #: _____
Date Posted: _____
Expiration Date: _____

RE: Project Name: 2016 Transportation Improvement Projects
Owner/Developer: Contractor: Doolittle Construction, LLC
Project Address: Butte Place, Hawthorne Ave SE, Homer Ave SE and Wayne Ave SE.

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____ (hereinafter called the "Principal"), and Doolittle Construction, LLC, a corporation organized under the laws of the State of Washington, and authorized to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of Pacific, Washington, in the sum of _____ dollars (\$ _____), lawful money of the United States of America, for the payment of which sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has constructed and installed certain improvements on public property in connection with a project as described above within the City of Pacific; and

WHEREAS, in accordance with the contract between the Principal and the City of Pacific, the Principal is required to post a bond for the 12 months following project completion in order to ensure that the project does not contain defects that require repair and to cover the cost of repair during that 12-month period; and

WHEREAS, such bond is needed in order to provide security for the obligation of the Principal to repair and/or replace said improvements against defects in workmanship, materials or installation for a period of twelve (12) months after written and final acceptance of the same and approval by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to the City. It is understood and agreed that this obligation shall continue in effect until released in writing by the City of Pacific, but only after the Principal has performed and satisfied the following conditions:

A. The work or improvements installed by the Principal and subject to the terms and conditions of this Bond are as follows: (insert complete description of work here)

Chip Seal and Fog Coating 7,500 SY on Butte Place from Butte Avenue to the end of the cul-de-sac, Hawthorne Avenue South north of 4th Avenue SE; Homer Avenue SE and Wayne Avenue SE from Pacific Avenue to the end of the cul-de-sacs per 2016 Washington State

MAINTENANCE BOND

(Rev. 08/11/16)

CAM.90402MUNX/F0008.180.002

Standard Specifications; 5-02, the Chip Seal aggregate size shall be 3/8-U.S. No. 4, with the emulsified asphalt CRS2P. Fog coating, shall be CSS-1h, application rate to 0.10 - 0.18 diluted gallons per SY

B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive,) for a period of twelve (12) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twelve (12) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed, and leave the same in as good condition as it was before commencement of the work.

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twelve (12) months from the date of acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City's estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the

MAINTENANCE BOND

(Rev. 08/11/16)

CAM.90402MUNX/F0008.180.002

purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

- E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.
- F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder.
- G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in King County Superior Court.
- H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this ____ day of _____, 2016.

SURETY COMPANY
(Signature must be notarized)

DEVELOPER/OWNER
(Signature must be notarized)

By: _____
Its _____

By _____
Its _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

MAINTENANCE BOND

(Rev. 08/11/16)

Telephone Number: _____

Telephone Number: _____

DRAFT

MAINTENANCE BOND

(Rev. 08/11/16)

CAM.90402MUNX/F0008.180.002

CITY OF PACIFIC

By: _____
Leanne Guier, Mayor

Date: _____

APPROVED AS TO FORM:

Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

Individual (Form P-1)

Corporation (Form P-2)

Surety Company (Form P-2)

DRAFT

MAINTENANCE BOND

(Rev. 08/11/16)

CAM.90402MUNX/F0008.180.002

FORM P-1 / NOTARY BLOCK
(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

DRAFT

FORM P-2 / NOTARY BLOCK (Use For Partnership or Corporation Only)

(Developer/Owner)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

DRAFT

(Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

MAINTENANCE BOND

100 3rd Avenue Southeast
Pacific, WA 98047



Bid Tabulation

Project: 2016 Transportation Improvement Projects

Engineers Estimate

Doolittle Construction, LLC

1900 118th Avenue SE
Bellevue, WA 98005
Yes
Yes

Sierra Santa Fe Corporation

P.O. Box 1058
Ridgefield, WA 98642
Yes
Yes

Bid Proposal Sheet
Schedule of Prices

N/A
N/A

Item No.	Description	Est. Qty.	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	LS	\$ 4,000	\$ 4,000	\$ 4,000.00	\$ 4,000.00	\$ 5,059.00	\$ 5,059.00
2	Maintenance Bond	1	LS	\$ 1,000	\$ 1,000	\$ 1,000.00	\$ 1,000.00	\$ 1,950.00	\$ 1,950.00
3	Traffic Control	1	LS	\$ 3,000	\$ 3,000	\$ 5,000.00	\$ 5,000.00	\$ 2,825.00	\$ 2,825.00
4	Chip Seal	7,500	SY	\$ 4.00	\$ 30,000	\$ 4.00	\$ 30,000.00	\$ 5.67	\$ 42,525.00
5	Fog Coat	7,500	SY	\$ 1.00	\$ 7,500	\$ 0.50	\$ 3,750.00	\$ 2.08	\$ 15,600.00
Sub-Total Bid Items 1 - 5				\$	\$ 45,500.00	\$	\$ 43,750.00	\$	\$ 67,959.00
GRAND TOTAL				\$	45,500.00	\$	43,750.00	\$	67,959.00

This is to certify that the above is an accurate and complete tabulation of bids received and opened as scheduled by the City of Pacific on August 3, 2016 at 2:00 p.m. Respectfully submitted,
City of Pacific

8/4/16
Date

James J. Morgan, P.E.



Agenda Bill No. 16-083

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: August 22, 2016
SUBJECT: Assumption of Transportation Benefit District

ATTACHMENTS:

- Ordinance 2016-1935 – Code Revisions

Previous Council Review Date: Public Hearings, July 11 and August 8, 2016

Summary: On July 15, 2015, the State Legislature modified the Revised Code of Washington (RCW) 36.74 to permit the assumption of TBD operations by a municipal subdivision. On July 25, 2016 the City formed a Transportation Benefit District (TBD) through the passage of Ordinance 2016-1933.

The assumption of the TBD by the City will permit efficiencies in operation of the TBD which will benefit the stakeholders.

Recommendation/Action: Staff recommends Council approve Ordinance No. 2016-1935

Motion for Consideration: Move to approve Ordinance No. 2016-1935, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, ASSUMING THE RIGHTS, POWERS, FUNCTIONS AND OBLIGATIONS OF THE PACIFIC TRANSPORTATION BENEFIT DISTRICT, AS ALLOWED BY CHAPTER 36.74 RCW.”

Budget Impact: The cost to assume the TBD is the cost of public notification, approximately \$300.

Alternatives: Retain the TBD as a separate entity.

CITY OF PACIFIC, WASHINGTON
ORDINANCE NO. 2016-1935

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, ASSUMING THE RIGHTS, POWERS, FUNCTIONS AND OBLIGATIONS OF THE PACIFIC TRANSPORTATION BENEFIT DISTRICT, AS ALLOWED BY CHAPTER 36.74 RCW.

WHEREAS, the City Council of the City of Pacific has adopted Ordinance No. 1933 creating the Pacific Transportation Benefit District, with the same boundaries as the City limits;

WHEREAS, the Washington State Legislature adopted chapter 36.74 RCW (in Second Engrossed Substitute Senate Bill 5987, which took effect on July 15, 2015, Section 302), which provides that “the assumption of the rights, powers, functions and obligations of a transportation benefit district may be initiated by the adoption of an ordinance or resolution by the city or county legislative authority indicating its intention to conduct a hearing concerning the assumption of such rights, powers, functions and obligations”; and

WHEREAS, after public notice was given, the City of Pacific held a public hearing on the proposed assumption of the rights, powers, functions and obligations of the Pacific Transportation Benefit District on August 8, 2016 at the Council Chambers at Pacific City Hall; and

WHEREAS, after the public hearing, the City Council voted to assume the rights, powers, functions and obligations of the Pacific Transportation Benefit District; Now, Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PACIFIC AS FOLLOWS:

Section 1. Findings. The City Council makes the following findings to support the actions described herein:

The Washington State Legislature adopted chapter 36.74 RCW (in 2nd Engrossed Substitute Senate Bill 5987) and granted the City of Pacific the authority to take over and assume the rights, powers, functions and obligations of the Pacific Transportation Benefit District. This action will significantly simplify the administration and of the funds collected for streets for greater efficiency of government. The Pacific Transportation Benefit District has not yet collected any funds, does not have any contracts, has no assets, has not committed to any projects and has not spent any funds, which simplifies the transfer of authority.

Section 2. Assumption of the Pacific Transportation Benefit District.

The City hereby assumes all the rights, powers, functions and obligations of the Pacific Transportation Benefit District and by this action the Pacific Transportation Benefit District will cease to exist as a separate entity.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 4. Publication and Effective Date. This Ordinance shall be published by an approved summary consisting of the title. This ordinance shall be effective five days after publication, as provided by law.

PASSED by the Council and approved by the Mayor of the City of Pacific, this 22nd day of August, 2016.

CITY OF PACIFIC

Mayor Leanne Guier

ATTEST/AUTHENTICATED:

Amy Stevenson-Ness, CMC
City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Carol A. Morris, City Attorney