CITY OF PACIFIC
REQUEST FOR QUOTATION

2020 ADA RAMP REPLACEMENT AND SIDEWALK REPAIR PROJECT
QUOTATION NO.: TR2001
OPENING 11:30 A.M.
DATE: 02/26/2020

PLEASE QUOTE ON THE FOLLOWING:

<table>
<thead>
<tr>
<th>City of Pacific</th>
<th>Quotation Submitted By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: James Morgan</td>
<td>Q. No.: TR2001</td>
</tr>
<tr>
<td>100 3rd Avenue SE</td>
<td>Opening at 11:30 AM PST</td>
</tr>
<tr>
<td>Pacific, WA 98047</td>
<td>February 26, 2020</td>
</tr>
<tr>
<td>Fax (253) 887-9910</td>
<td></td>
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</tbody>
</table>

The following project will be accomplished as a SMALL WORKS PROJECT and will be subject to prevailing wage laws. All quotations must be submitted on this form. This is not an order. Please read all information on the instruction page before preparing quotation. All bidders must meet the requirements of the Small Works Roster prior to award. Apparent low bidders must meet the requirement of the Small Works Roster within 10 days of the quote opening. The City uses the Municipal Research and Service Center (MRSC) shared statewide Small Works Roster. Registration is free at www.mrscrosters.org. For registration questions please contact MRSC Rosters at mrscrosters@mrsc.org or (206) 436-3798.

PROJECT: 2020 ADA RAMP REPLACEMENT AND SIDEWALK REPAIR PROJECT

PROJECT LOCATION: Various Locations Throughout the City

Work shall be completed within 30 working days after receipt of Notice to Proceed.

All responses to quotations must be received by the City no later than 11:30 a.m. on February 26, 2020.

Technical and bid/quote related questions regarding this project may be addressed to James Morgan, Public Works Manager at (253) 929-1113.

James Morgan
Public Works Manager

DO NOT SEND BY FAX. QUOTATIONS SUBMITTED VIA FAX WILL NOT BE ACCEPTED.
WRITTEN QUOTATION INSTRUCTION PAGES
PUBLIC WORKS – SMALL WORKS

The City Of Pacific (City) reserves the right to cancel this request or reject any and all quotations received or to waive any informalities and irregularities if in the best interest of the City.

RCW 39.04.155 outlines the requirements for obtaining written quotations, and the requirements for formal bids (requiring advertising and public bid opening). In brief, the City obtains quotations for public works costing less than $300,000. If the items are over $300,000, the formal bid process must be followed.

THEREFORE, in the event you receive a REQUEST FOR QUOTATION and find that the total amount (including sales tax) will exceed the $300,000 amount, DO NOT SUBMIT A QUOTATION. Please note on the quotation form "Quotation will exceed $300,000", and return to the City. If no contractor can provide the product or service for less than $300,000, a formal bid will be prepared and processed in accordance with established policies.

Quotations will be opened by staff at the City offices, located at 100 3rd Avenue SE, Pacific, Washington. Contractors are welcome to attend. Quotations are to be submitted to the City on the forms provided for this purpose. Quotations delivered to locations other than as indicated above or received after the designated time will not be accepted.

The quotation will be awarded to the lowest responsible bidder whose quotation is responsive conforming to the solicitation.

It is the intent of the City to award a contract to the lowest responsive and responsible bidder. In accordance with RCW 39.04.350, before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required to provide the City with documentation demonstrating compliance with the criteria. The bidder must:

a) Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
b) Before award of contract, have a current Washington Unified Business Identifier (UBI) number;
c) Before award of contract, if applicable:
   1. Have Industrial Insurance (workers’ compensation) coverage for the bidder’s employees working in Washington, as required in Title 51 RCW;
   2. Have a Washington Employment Security Department number, as required in Title 50 RCW;
   3. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
d) Before award of contract, not have been determined to have willfully violated wage payment laws within the three-year period immediately preceding the date of the bid solicitation, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW;
e) At the time of award of contract, not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

Pursuant to RCW 39.06.020, the bidder who is awarded the contract must verify responsibility criteria as listed in a) – e) above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility listed in a) – e) above and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor
The bidder's attention is especially called to the following forms. This checklist has been prepared and furnished to aid Bidders in including all necessary supporting information with their quotation. It is not guaranteed to be complete or accurate, and the responsibility for compliance with all requirements remains with the bidder.

By signing the signature page of the quotation, the Contractor acknowledges and agrees to the terms and conditions of each of the following forms, included in the quote documents.

☐ Supplemental Bidder Responsibility Criteria. Failure to provide responses to each of the supplemental responsible bidder criteria listed will render the bid non-responsive and therefore void.

Proposal. Show prices in legible figures (not words) written in ink or typed. Where conflict occurs unit price shall prevail.

Your bid will be considered irregular and will be rejected if:
   - The unit price is left blank

Your quotation shall be considered non-responsive and therefore, void if:
   - Figures are illegible
   - Minimum bid requirements are not met (when applicable)

☐ Acknowledgement of Addenda.

The bidder must sign, where indicated on the final page of the quotation documents, acknowledging any addenda prior to the quote opening. Failure to comply with this provision will render the quotation non-responsive and therefore void.

The Bidder is solely responsible for obtaining and learning of Addenda. The City will provide no accommodation to bidders who fail to check for addendums and submit inadequate or incorrect responses.

☐ Certification of Compliance with Wage Payment Statutes. The bidder shall submit a sworn statement, on a form provided by the City, that they have not willfully violated wage payment laws within the three-year period immediately preceding the date of the bid solicitation (RCW 39.04.350 as modified by SSB 5301).

☐ Proposal Signature Page. Failure to execute the “Proposal Signature Page” at the end of this proposal packet will cause the bid to be considered irregular and will be rejected.

1. The successful bidder will be expected to meet the Small Works Roster requirements prior to award.

2. The awarded contractor will be required to meet the following:

   a) Contract Bond

      Quotations Under $35,000
      A contract bond is not required.

      Quotations of $35,000 to $150,000
A payment and performance bond shall be executed by the successful bidder and a surety company licensed to do business in the State of Washington, on the required City form, within ten (10) days after the award date.

In lieu of providing the required payment and performance bond, the successful bidder may request that the City accept 10% retainage to be held in lieu of the required bond and in accord with RCW 39.08.010(3). Holding retainage in lieu of the payment of and performance bond shall be at the sole discretion of the City.

**Quotations Over $150,000**
A payment and performance bond shall be executed by the successful bidder and a surety company licensed to do business in the State of Washington, on the required City form, within ten (10) days after the award date.

b) **Prevailing Wage**
If awarded the project, the contractor and each subcontractor shall complete or have on file, with the City, a current "Statement of Intent to Pay Prevailing Wages" before payment will be made for work performed. An "Affidavit of Wages Paid" shall be required at the end of each project. These forms are available from Washington State Department of Labor & Industries and can be filed electronically at [https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx](https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx).

The Contractor may be required to submit weekly/bi-weekly Certified Payrolls to the City upon request. The Contractor is required to keep Certified Payrolls on file for a minimum of three years.

c) **Industrial Insurance**
The Contractor, and any subcontractors that may perform work on this project, are required to have their Labor & Industries Industrial Insurance Premiums current. The City reserves the right to withhold final payment if the contractor fails to provide proof of a current Industrial Insurance account for themselves and/or their subcontractors.

d) **Retainage**

**Quotations Under $35,000**
Retainage is not held.

**Quotations of $35,000 and Over**
There will be reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to five (5) percent of all such estimates.

**For All Projects**
Payment of the retained percentage shall be withheld in accord with RCW 60.28 including submission or receipt of all affidavits and releases required by applicable statutes and regulations.

3. The City will not be responsible for any errors in proposals. Bidders will not be allowed to alter proposals after the submittal deadline.

4. Quotation Award: Receipt of an official award letter from the City will evidence the acceptance of a quotation. No other act of the City shall constitute acceptance of a quotation.
5. No bidder may withdraw his/her bid after the hour set for the opening thereof, unless the award of contract is delayed for a period exceeding forty-five (45) days. If it is determined to be in the best interest of the City, the City reserves the right to request an extension of bid prices during the review process.
SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

A. In addition to the mandatory bidder responsibility criteria required under RCW 39.04.350(1), the bidder must also meet the following relevant supplemental bidder responsibility criteria applicable to the project:

1. Delinquent State Taxes – The bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

2. State or Federal Disbarment – The bidder shall not currently be debarred or suspended by the State or Federal Government.

3. Claims against Retainage and Bonds – The bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects during the previous three years, that demonstrate a lack of effective management by the bidder of making timely and appropriate payment to its subcontractors, suppliers and workers, unless there are extenuating circumstances acceptable to the City.

4. Completion of Similar Projects – The bidder shall have successfully completed projects of a similar size and scope as required by the contract documents for this project. In evaluating whether the projects were “successfully completed”, the City may check bidder references for the previous projects and may evaluate the City’s assessment of the bidder’s performance, including but not limited to the following areas:

   - Quality control
   - Safety record
   - Timeliness of performance
   - Use of skilled personnel
   - Management of subcontractors
   - Availability of and use of appropriate equipment
   - Compliance with contract documents
   - Management of submittals process, change orders and close-out

B. As evidence that the bidder meets the bidder responsibility criteria in paragraph A above, the apparent low bidder must submit, upon request, the following documentation to the City within 48 hours of notification. The City reserves the right to request such documentation from other bidders also.

1. The bidder shall not be listed on the Washington State Department of Revenue’s “Delinquent Taxpayer List” website:
   http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx

2. The bidder shall not be listed as a current debarred or suspended bidder on the U.S. General Services Administration’s “Excluded Parties List System” website: http://www.epls.gov.
**Project specific information**

The information about each project shall include the following:

- City’s name and contact information for the City’s representative
- Awarded contract amount
- A description of the scope of the project and how the project is similar to this project
- The bidder’s assessment of its performance of each project including but not limited to the following
  - Quality control
  - Safety record
  - Timeliness of performance
  - Use of skilled personnel
  - Management of subcontractors
  - Availability of and use of appropriate equipment
  - Compliance with contract documents
  - Management of submittals process and change orders

C. If the City determines the bidder does not meet the bidder responsibility criteria in paragraph B above and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within twenty-four 24 hours\(^1\) of receipt of the City’s determination by presenting additional information to the City. If the final determination affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until two (2) business days\(^2\) after the bidder determined to be not responsible has received the final determination.

**By signing the signature page of the proposal, the Contractor acknowledges and agrees to the terms and conditions of this form and represents under oath and under penalty of perjury under the laws of the State of Washington that the Bidder meets the mandatory and supplemental criteria stated in this Section and all representations by the Bidder are true and correct.**

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\(^1\) The time deadline for a bidder to appeal a determination that they are not responsible, as indicated here, may be modified by the City, adopting either a standard for all projects or changing it on a project-by-project basis.

\(^2\) This two-day period of time may not be reduced. It is required in RCW 39.04.350(d)
PROPOSAL

Scope of Work

The City of Pacific is seeking bids from qualified vendors to provide 2020 ADA RAMP REPLACEMENT AND SIDEWALK REPAIR PROJECT. Work shall include, but is not limited to:

- Remove four existing ADA ramps and replace with new ramps meeting current requirements.
- Replace damaged driveway.
- Repair sidewalk in multiple locations.

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.

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 construction is complete.

All work, equipment and materials shall conform to the contract documents, 2020 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 lump sum price is for the cost of the contractor to procure a maintenance bond for the work done.

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 – Sawcutting (WSDOT 5-04.3(5)E)
The unit price in the proposal for "Sawcutting" shall be full compensation to complete the sawcutting around the areas identified for removal. The approximate quantity is 200 lineal feet but will be paid on a lump sum basis.

Bid Item 5 – Cement Conc. Curb Ramp Type Parallel A (WSDOT 8-14)
The unit price in the proposal for "Cement Conc. Curb Ramp Type Parallel A" shall be for each cement concrete curb ramp, measured neat line, to complete the removal and disposal of the existing cement.
concrete curb ramp and the construction of the new cement concrete curb ramp at the location shown on the plans. The unit price includes all tools, labor, equipment, disposal and incidentals necessary to remove and replace the non-compliant curb ramps, including detectable warning surface.

**Bid Item 6 – Cement Conc. Traffic Curb and Gutter (WSDOT 8-04)**

The unit price in the proposal for "Cement Conc. Traffic Curb and Gutter" shall be for each linear foot, measured neat line, to complete the removal and replacement of damaged existing curb and gutter in the locations outlined on the plans. The unit price includes all tools, labor, equipment, disposal and incidentals necessary to remove and replace the damaged curb and gutter.

**Bid Item 7 – Cement Conc. Driveway Entrance Type 1 (WSDOT 8-06)**

The unit price in the proposal for "Cement Conc. Driveway Entrance Type 1" shall be for each square yard of area, measured neat line, to complete the removal and disposal of the existing driveway approach and the construction of the new cement concrete driveway at the location shown on the plans. The unit price includes all tools, labor, equipment, disposal and incidentals necessary to repair the driveway.

**Bid Item 8 – Crushed Surfacing Top Course (WSDOT 4-02)**

The unit price in the proposal for “Crushed Surfacing Top Course” shall be for each ton of material used for pavement repair. The unit price includes all materials, tools, labor, equipment, delivery, compacting, testing, and incidentals necessary to place the Crushed Surfacing Top Course.

**Bid Item 9 – HMA Class ½” PG 64-22 (WSDOT 5-04)**

The unit price in the proposal for “HMA Class ½” PG 64-22” shall be for each ton of asphalt used for pavement repair. The unit price includes all materials, tools, labor equipment, delivery, compaction, and incidentals, necessary to place the asphalt.

**Bid Item 10 – Cement Conc. Sidewalk (WSDOT 8-14)**

The unit price in the proposal for "Cement Concrete Sidewalk" shall be for each square yard of area, measured neat line, to complete the removal and disposal of the existing sidewalk and the construction of the new cement concrete sidewalk at the location shown on the plans. The unit price includes all tools, labor, equipment, disposal and incidentals necessary to repair the sidewalk.

**Bid Item 11 – Erosion Control**

The unit price in the proposal for “Erosion Control” shall be lump sum for providing erosion control during construction. The unit price includes all materials, tools, labor, equipment, delivery, and incidentals necessary to protect the existing storm drainage system from foreign materials entering the system.

Technical questions regarding this project may be addressed to James Morgan, Public Works Manager at 253-929-1113

**NOTE:**
- Show prices in legible figures (not words) written in ink or typed.
- Where conflict occurs unit price shall prevail.
- Your bid will be considered irregular and will be rejected if the unit price is left blank.
**CITY OF PACIFIC**
**PUBLIC WORKS**
**PROPOSAL**

**PROJECT:** *2020 ADA RAMP REPLACEMENT AND SIDEWALK REPAIR PROJECT*

*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.*

<table>
<thead>
<tr>
<th>Item #</th>
<th>Items of Work / Materials to be Furnished</th>
<th>Est. Quantity</th>
<th>Unit</th>
<th>Unit Bid Price*</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Maintenance Bond</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
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<td>3</td>
<td>Traffic Control</td>
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<td>LS</td>
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<tr>
<td>4</td>
<td>Sawcutting</td>
<td>1</td>
<td>LS</td>
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<td>5</td>
<td>Cement Conc. Curb Ramp Type Parallel A</td>
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<td>EA</td>
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<td>6</td>
<td>Cement Conc. Traffic Curb and Gutter</td>
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<td>LF</td>
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<td>7</td>
<td>Cement Conc. Driveway Entrance , Type 1</td>
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<td>SY</td>
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<tr>
<td>8</td>
<td>Crushed Surfacing Top Course</td>
<td>5</td>
<td>TON</td>
<td></td>
<td></td>
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<tr>
<td>9</td>
<td>HMA Cl. ½” PG 64-22</td>
<td>5</td>
<td>TON</td>
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<td></td>
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<td>10</td>
<td>Cement Concrete Sidewalk</td>
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<td>SY</td>
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<tr>
<td>11</td>
<td>Erosion Control</td>
<td>1</td>
<td>LS</td>
<td></td>
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**Grand Total** $ 

If the Contractor’s bid is less than the minimum specified amount, the City will unilaterally revise the bid amount to the minimum specified amount and recalculate the Contractor’s total bid amount. The corrected total bid amount will be used by the City for award purposes and to fix the amount of the contract and the payment and performance bond to the extent such bond is required.
The following Addenda is/are hereby acknowledged:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Date of Addendum/Addenda</th>
<th>Signed Acknowledgement</th>
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<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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NOTE: Failure to acknowledge receipt of Addenda will render the quotation non-responsive.
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date February 27, 2020, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

_________________________________________
Bidder’s Business Name

_________________________________________
Signature of Authorized Official*

_________________________________________
Printed Name

_________________________________________
Title

__________________________  ____________________________  _______________________
Date  City  State

Check One:
Sole Proprietorship ☐  Partnership ☐  Joint Venture ☐  Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

_________________________________________

If a co-partnership, give firm name under which business is transacted:

_________________________________________

* If a corporation, this certificate must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, this certificate must be executed by a partner.
PROPOSAL SIGNATURE PAGE

The undersigned, under penalty of perjury, hereby certifies that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

The undersigned declares that before preparing their quote, they read carefully the specifications and requirements for bidders and that their quote is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said quote is as stated on these pages. By signing this page of the quotation, the Bidder acknowledges and agrees to the terms and conditions of each of the forms, included in the quote documents and represents under oath and under penalty of perjury under the laws of the State of Washington that the Bidder meets the mandatory and supplemental criteria stated in this Section and all representations by the Bidder are true and correct.

Authorized Official (Signature)   Date

Print Name of Authorized Official   Title of Authorized Official

Company Name   Telephone Number

Address   City, State, Zip

State Contractors License Number   Unified Business Identifier Number (UBI)

NOTE:
1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
2. If the bidder is a corporation, this proposal must be executed by its duly authorized officials.
3. Proposals submitted must be complete and include pricing for the work to be completed, in whole, per the attached plans and specifications.
4. The City reserves the right to adjust the scope of this work to match available funds.
5. No bidder may withdraw his/her bid after the hour set for the opening thereof, unless the award of contract is delayed for a period exceeding forty-five (45) days. If it is determined to be in the best interest of the City, the City reserves the right to request an extension of bid prices during the review process.
CITY OF PACIFIC
PUBLIC WORKS CONTRACT

THIS AGREEMENT, made and entered into on the day and year last below written, between CITY OF PACIFIC, and ________________ hereinafter called the Contractor.

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

I. The Contractor shall do all work and furnish all tools, materials, and equipment for the public works project known as:

In accordance with this Contract form and the following Contract Provisions:

1. Addenda
2. Proposal Form,
3. Special Provisions,
4. Scope of Work (Exhibit A)
5. Plans and Contract Drawings (Exhibit B),
6. Amendments to the Standard Specifications – Current through the Bid Opening Date,
7. 2020 WSDOT Standard Specifications,
8. City of Pacific Standards, and
9. All applicable codes, permits, and regulations.

All of the Contract Provisions and any documents referenced therein are incorporated herein and made a part of the Contract. Any inconsistency in the parts of this Contract shall be resolved by following the above order of precedence (e.g., 1 presiding over 2, 3, 4, 5, 6, 7, 8, 9, and 10; 2 presiding over 3, 4, 5, 6, 7, 8, 9, and 10; and so forth).

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work.

II. The City hereby promises and agrees with the Contractor to employ, and does employ the Contractor, to provide the materials and to do and cause to be done the Work and to complete and finish the same according to the Contract Provisions and to pay for the same in accord with the Contract Provisions.

III. The Contractor for itself, and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all requirements of the Contract Provisions.

IV. If, for any reason, it may become desirable or necessary during the course of the work to change the alignment, dimensions, or other design of the work that materially increases or decreases the work that was bid, the City reserves the right to issue change orders to give effect to such changes. These change orders will be without effect unless issued in writing by the City. The changes ordered may or may not result in a change in the amount of work; the Contract price shall be adjusted as extra, reduced, or omitted work and material, as the case may be.
Extra work and material shall be the furnishing of all labor, materials, equipment, and incidentals required to accomplish the authorized extra work. Work items not included in the Proposal shall be paid at prices agreed upon by the Contractor and the City. When an agreement on price cannot be made, the City may direct the extra work to be accomplished by force account as set forth in Division One of the 2020 WSDOT/APWA Standard Specifications. The value of the omitted work and materials will be deducted from the Contract price. Such value of omitted work and material will be the price agreed upon by the Contractor and the City.

The City may instruct the Contractor to make minor changes in the construction where such changes are, in the opinion of the City, not inconsistent with the purposes of the Contract Documents and where such changes do not involve any additional cost for the work to be furnished. The Contractor shall make no such minor changes without receipt of a written instruction from the City, setting forth the minor change to be made and the Contractor's compliance therewith shall constitute its acknowledgment that such minor change will not result in any additional cost for construction. No claim for additional compensation shall be made for delays as a result of obtaining written authorization.

V. The Contractor shall defend, indemnify, and save harmless the City, its officers, employees, and agents from any and every claim and risk of all losses, damages, demands, suit, judgments, and attorneys’ fees, and other expenses of any kind, on account of injury to or death of any and all persons and/or on account of all property damage of any kind, whether tangible or intangible, including loss of use resulting therefrom, in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor or its subcontractors, or their property, employees or agents, upon or in proximity to the property of the City, or any other property upon which the Contractor is performing any work called for or in connection with this Contract, except only for those losses resulting solely from the negligence of the City, its officers, employees, and agents.

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 members, officers, employees, and agents, the Contractor’s liability hereunder shall only be to the extent of the Contractor’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes 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.

If a lawsuit arises in respond to this hold harmless provision, the Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the City, its officers, agents, employees, and volunteers, the Contractor shall pay the same.

VI. The Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of the Contract and work done. This requirement will apply continuously and not be limited to working hours. It is further understood that the City shall be in no way responsible for the Contractor’s compliance with safety regulations and that the Contractor shall fully comply with all applicable local, county, State, and Federal safety laws, rules, and regulations. Such safety procedures, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the City shall assume no responsibility.

VII. The Contractor shall execute and deliver to the City at the time of execution of this Contract a Certificate of Insurance. The Certificate of Insurance shall have the coverages specified in WSDOT 1-07.18.
VIII. The Contractor shall not discriminate against any employee, applicant for employment, subcontractor, or any person seeking the services of the Contractor under this Contract, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

IX. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding instituted to enforce any term of this Contract, the parties specifically understand and agree that venue shall be exclusively in King County, Washington.

X. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument on the day and year first below written, and the Mayor of the City of Pacific has caused this instrument to be executed by and in the name of the said Board the day and year first above written.

CONTRACTOR:
the above agreement made and entered into this _______ day of ______________, year ___

__________________________________________________
By: __________________________
Its: __________________________

CITY OF PACIFIC:
The above agreement made and entered into this __________ day of ________________, year ___.

__________________________________________________
______________________________
MAYOR, Leanne Guier
**BID SECURITY**

**CITY OF PACIFIC**
**2020 ADA RAMP REPLACEMENT AND SIDEWALK REPAIR PROJECT**
**CONTRACT NO. TR 2001**

**Bid Deposit:**

The undersigned Principal hereby submits a Bid Deposit with the City of PACIFIC in the form of a cash deposit, certified or cashier’s check, or postal money order in the amount of five percent (5%) of the Bid.

**Bid Bond:**

KNOW ALL MEN BY THESE PRESENTS: That we, ____________________________________________, as Principal and ____________________________, as Surety, are held firmly bound unto the City of PACIFIC, Washington, as Obligee, in the penal sum of ________________________________ Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

The conditions of this obligation are such that if the Obligee shall make any award to the Principal for ____________________________________________, PACIFIC, Washington, according to the terms of the Proposal or Bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said Proposal or Bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee, or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this Bond. Principle and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of this bond each shall pay the Obligee reasonable attorney’s fees, whether or not suit is commenced, in addition to the penal sum.

Signed, Sealed and Dated this ______ day of ____________________, 20____.

Principal ____________________________
Signature of Authorized Official
Printed Name and Title

Surety ____________________________
Signature of Authorized Official
By ____________________________
Attorney-in-Fact (Attach Power of Attorney)

Name and address of local office of Agent and/or Surety Company:

[Signature]

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specification.
SELECTED RETAINAGE OPTION

CITY OF PACIFIC
PUBLIC WORKS

PROJECT: 2020 ADA RAMP REPLACEMENT AND SIDEWALK REPAIR PROJECT

Contract/Purchase Order Number: TR2001

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
BONDS

PUBLIC WORKS PAYMENT BOND
To: The City of Pacific

Bond No. ________________

The City of Pacific (City) has awarded to _____________________ (Principal), a contract for the construction of the project designated as _____________________ (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and ___________________________________ (Surety), a corporation organized under the laws of the State of __________________ and licensed to do business in the State of Washington as surety and named in the current list of “Surety Companies Acceptable in Federal Bonds” as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of __________________ US Dollars ($_________________) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08, and 39.12 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties’ duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and authentic power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

Principal Signature Date

Printed Name

Title

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

----------------------------------------------------------

SURETY

Surety Signature Date

Printed Name

Title

----------------------------------------------------------

City of Pacific
2020 ADA Ramp Replacement and Sidewalk Repair Project
February 2020

Project TR2001
PERFORMANCE BOND

To: The City of Pacific
Bond No. ________________

The City of Pacific (City) has awarded to ______________________ (Principal), a contract for the construction of the project designated as ___________________ (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____________________________________ (Surety), a corporation, organized under the laws of the State of __________ and licensed to do business in the State of Washington as surety and named in the current list of “Surety Companies Acceptable in Federal Bonds” as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the *** in the sum of _____________________ US Dollars ($______________) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform and complete all of the Principal’s obligations, conditions, and duties under the Contract and in addition shall indemnify, defend, and protect the City against any claim of direct or indirect loss resulting from the failure of the Principal (or any of the employees, Subcontractors, or lower tier subcontractors of the Principal) to faithfully perform all obligations, conditions, and duties under the Contract; or resulting from the failure of the Principal (or Subcontractors or lower tier subcontractors of the Principal) to pay all laborers, mechanics, Subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the Work; or to fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such obligations, conditions, and duties have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties’ duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and authentic power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

Principal Signature        Date
Printed Name
Title

SURETY

Surety Signature        Date
Printed Name
Title

City of Pacific
2020 ADA Ramp Replacement and Sidewalk Repair Project
February 2020
Project TR2001
MAINTENANCE BOND

CITY OF PACIFIC
PUBLIC WORKS

Pacific Project #: TR2001
Surety Bond #: ____________________________
Date Posted: ____________________________

RE: Project Name: City of Pacific 2020 ADA Ramp Replacement and Sidewalk Repair Project
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 ____________________________ 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 24 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 24-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 twenty-four (24) 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)

Remove four existing ADA ramps and replace with new ramps meeting current requirements.
Replace damaged driveway. Repair sidewalk in multiple locations.

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 twenty-four (24) 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 twenty-four (24) 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 twenty-four (24) 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 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. The obligations of the Contractor and Surety under this bond are in addition to and do not limit or replace the obligations and duties under the Contract or otherwise.

I. **Bond Execution.** This bond may be executed in two (2) original counterparts, and shall be signed by the parties’ duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and authentic power of attorney for the officer executing on behalf of the surety.

DATED this ___ day of __________________, 2020.

SURETY COMPANY

By: ________________________________
   Its ________________________________

CONTRACTOR

By: ________________________________
   Its ________________________________

Business Name: ________________________________

Business Address: ________________________________

City/State/Zip Code: ________________________________

Telephone Number: ________________________________
PREVAILING MINIMUM HOURLY WAGE RATES

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:


Based on the quote submittal deadline for this project, the applicable effective date for prevailing wages for this project is **February 12, 2020**.

A copy of the applicable prevailing wage rates are also available for viewing at the office of the City, located at 100 3rd Ave SE, Pacific, WA 98047. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project. To request a copy of the applicable prevailing wage rates please call Jim Morgan at 253-929-1113 or email jmorgan@ci.pacific.wa.us.
SPECIAL PROVISIONS FOR
2020 ADA RAMP REPLACEMENT AND SIDEWALK REPAIR
PROJECT

General
The work on this project shall be accomplished in accordance with the Standard Specifications for
Road, Bridge and Municipal Construction, 2020 edition, as issued by the Washington State
Department of Transportation (WSDOT) and the American Public Works Association (APWA),
Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as
modified or supplemented by the Amendments to the Standard Specifications, the City’s General
Special Provisions and these Special Provisions, all of which are made a part of the Contract
Documents, shall govern all of the Work.

Scope

Remove and replace 4 ADA Ramps; remove and replace one driveway curb cut; and remove and
replace cement concrete sidewalk at multiple locations. Approximate locations are shown on the
Contract Plans.

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.

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
construction is complete.

All work, equipment and materials shall conform to the 2020 Washington State Standard
Specifications, and the City of Pacific Standards.

The Contractor shall provide the City with a permitted traffic control plan at or before the
preconstruction conference. All submittals as required in the Construction Specifications shall
be submitted prior to construction.

Time of completion: 30 calendar days from the City’s notice to proceed.
Contract Plans
CITY OF PACIFIC
2020 ADA RAMP REPLACEMENT AND SIDEWALK REPAIR PROJECT
PACIFIC, WASHINGTON

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

LOCATION MAP

VICTINITY MAP

NO. DESCRIPTION
1. MAPS AND INDEX
2. LEGEND, ABBREVIATIONS AND NOTES
3. PROJECT LOCATIONS
4. PROJECT LOCATIONS
5. PROJECT DETAILS
2020 ADA Ramp Replacement & Sidewalk Repair Project Legend and Notes

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

RAMP CONSTRUCTION NOTES:

1. SEE THE CITY OF PACIFIC STANDARD NOTES ON SHEET 2.
2. SEE THE CONSTRUCTION SEQUENCE ON SHEET 2.
3. SEE DETAILS ON SHEET 5.
4. 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.
5. WHERE NEW ASPHALT JOINS EXISTING, THE EXISTING ASPHALT WILL BE CUT TO A NEAT VERTICAL EDGE AND TACKED WITH ASPHALT EMULSION TYPE CSS-4 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-4000 PAVING ASPHALT.
6. COMPACTION OF SUB- GRADE, ROCK, AND ASPHALT WILL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.
CALL UNDERGROUND UTILITY LOCATE SERVICE:
1-800-424-5555 72 HOURS BEFORE DIGGING.

RAMP CONSTRUCTION NOTES

1. SEE THE CITY OF PACIFIC STANDARD NOTES ON SHEET 2.
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4. 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.
5. WHERE NEW ASPHALT JAMS EXISTING, THE EXISTING ASPHALT WILL BE CUT TO A HEAT VERTICAL EDGE AND TACKED WITH ASPHALT EMULSION TYPE CSS-1 IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS. THE NEW ASPHALT WITH BE FEATHERED BACK OVER EXISTING ASPHALT TO PROVIDE FOR A SEAL AT THE SAW CUT LOCATION AND THE JOINT SEALED WITH GRADE AR-4000M PAVING ASPHALT.
6. COMPACTATION OF SUB-GRADE, ROCK, AND ASPHALT WILL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.
2020 ADA Ramp Replacement and Sidewalk Repair Project Details

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

Right of Way Permit