CITY OF PACIFIC
PUBLIC WORKS

INVITATION TO BID

**BID DUE DATE & TIME:** Bids must be submitted to the City of Pacific no later than 11:00am on October 16, 2019.

**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 Public Works Contract.

**THIS BID SUBMITTED BY:**

- **COMPANY NAME:** ______________________________
- **ADDRESS:** _______________________________
- **CITY:** _______________________________
- **STATE:** ___________ **ZIP:** ______________
- **PHONE:** _______________________________
- **FAX:** _______________________________

**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:** _______________________________

**DATE:** _______________________________

**BID ISSUE DATE:** October 1, 2019

**PROJECT/ENG. ESTIMATE:** $20,000-30,000

**DEPARTMENT:** Public Works

**SUMMARIZED SCOPE:** This Public Works project consists of the construction of 2019 ADA RAMP REPLACEMENT PROJECT 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 November 30, 2019.**

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 October 1, 2019.

FOR technical information regarding this project, please contact the Public Works Manager, Jim Morgan, at (253) 929-1113.

Submittal shall include at a minimum pages, 1, 9, 10, and 11.

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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
PUBLIC WORKS
PROPOSAL

PROJECT: **2019 ADA RAMP REPLACEMENT 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>
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<tr>
<td>2</td>
<td>Maintenance Bond</td>
<td>1</td>
<td>LS</td>
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<td>3</td>
<td>Traffic Control</td>
<td>1</td>
<td>LS</td>
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<td>4</td>
<td>Sawcutting</td>
<td>1</td>
<td>LS</td>
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<tr>
<td>5</td>
<td>Cement Conc. Curb Ramp Type Parallel A</td>
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<tr>
<td>6</td>
<td>Cement Conc. Traffic Curb and Gutter</td>
<td>32</td>
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<td>7</td>
<td>Cement Conc. Driveway Entrance , Type 1</td>
<td>18</td>
<td>SY</td>
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<tr>
<td>8</td>
<td>Crushed Surfacing Top Course</td>
<td>5</td>
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<td>9</td>
<td>HMA Cl. ½” PG 64-22</td>
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<tr>
<td>10</td>
<td>Erosion Control</td>
<td>1</td>
<td>LS</td>
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**Grand Total** $

Company Name ____________________________________________________________

Signature of Authorized Official ___________________________ Date __________

Print – Name __________________________________________________________

*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*
CITY OF PACIFIC
PUBLIC WORKS
PROJECT: 2019 ADA RAMP REPLACEMENT PROJECT

STATEMENT OF BIDDER’S QUALIFICATIONS / RESPONSIBILITY CRITERIA

<table>
<thead>
<tr>
<th>BUSINESS INFORMATION</th>
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<tbody>
<tr>
<td>Name of Firm:</td>
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<tr>
<td>Address:</td>
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<tr>
<td>Payment Address:</td>
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<tr>
<td>Contact Phone #:</td>
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<td>Fax #:</td>
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<td>Contact Name:</td>
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<tr>
<th>LICENSE &amp; REGISTRATION INFORMATION (RCW 39.04.10 Sec. 2)</th>
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<tr>
<td>State of Washington Dept. of Licensing Contractors Registration Number:</td>
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<td>State of Washington Unified Business Identification (UBI) Number:</td>
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<td>State of Washington Dept. of Employment Security Number:</td>
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<td>State of Washington Dept. of Labor &amp; Industries Workers Compensation Acct. Number:</td>
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<td>Washington State Excise Tax Registration Number:</td>
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<td>Federal Tax ID Number:</td>
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<td>City of Pacific Business License Number:</td>
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<th>INSURANCE AND BONDING</th>
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<tbody>
<tr>
<td>Name of Insurance Company:</td>
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<tr>
<td>Name of Insurance Agent:</td>
</tr>
<tr>
<td>Insurance Mailing Address:</td>
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<tr>
<td>Insurance Phone #:</td>
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<td>Insurance Fax #:</td>
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<tr>
<td>Bonding Company (If Applicable):</td>
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<td>----------------------------------</td>
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<tr>
<td>Name of Bond Agent:</td>
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<tr>
<td>Bonding Company Address:</td>
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<td>Bonding Phone #:</td>
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**OTHER**

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<thead>
<tr>
<th>Are you listed on any debarment lists:</th>
<th>☐ Y ☐ N</th>
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<tbody>
<tr>
<td>Are you on the list of parties excluded from the Federal procurement / Non-Procurement programs</td>
<td>☐ Y ☐ N</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
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</table>
CITY OF PACIFIC
PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (this "Contract") is made this ___th day of ________, 2019, by and between, the CITY OF PACIFIC, a municipal corporation ("City") and __________________________, a ______________________ ("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 2019 ADA RAMP REPLACEMENT PROJECT.

1. The 2019 ADA RAMP REPLACEMENT PROJECT (hereinafter called “Project”). The Project is described 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
   - Bid Bond
   - 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 November 30, 2019. 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 __________ Dollars ($________), 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 damage 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 provide the City with a Maintenance Bond to ensure that the materials and work will be free of defects for a period of two years after the City’s final acceptance of the entire project.

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.


11.1 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 Maintenance Bond shall be received by the City for twenty percent of the Performance Bond amount. 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 Payment and Performance bonds shall be released after acceptance of the Maintenance Bond and 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. The Maintenance Bond shall not be released until twenty-four (24) months after written and final acceptance of the project and satisfaction of the conditions in the maintenance bond.

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 therefor 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:  
Signature: ____________________  
MAYOR, Leanne Guier  
Date: ________________

CONTRACTOR:  
Signature: ____________________  
Print Name: ____________________  
Title: ____________________  
Date: ________________  
Taxpayer ID #: ________________

CITY CONTACT:  
Print Name: ____________________

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 2019 ADA RAMP REPLACEMENT PROJECT. Work shall include, but is not limited to:

Remove and replace four non-compliant ADA ramps on multiple city streets. Approximate locations are shown on the plans, Exhibit B. Exact locations will be staked by the City in the field.

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 2018 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 incidental costs 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 incidental costs necessary to remove 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 incidental costs 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, compaction, testing, and incidental costs 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 incidental costs necessary to place the asphalt.

Bid Item 10 – 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 incidental costs necessary to protect the existing storm drainage system from foreign materials entering the system.
1.1 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 ___________________________ Dollars ($___________________).

1.2 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
Name and address of local office of Agent and/or Surety Company:

Surety

Signature of Authorized Official

By

Attorney-in-Fact (Attach Power of Attorney)

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 OF RETAINAGE OPTION

CITY OF PACIFIC
PUBLIC WORKS

PROJECT: 2019 ADA RAMP REPLACEMENT PROJECT

Contract/Purchase Order Number: TR1904

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
2. 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

SURETY

Surety Signature Date
Printed Name Title

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

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
3. 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
MAINTENANCE BOND

CITY OF PACIFIC
PUBLIC WORKS

Pacific Project #: TR1904
Surety Bond #: ____________________________
Date Posted: ____________________________

RE:  Project Name:  City of Pacific 2019 ADA RAMP REPLACEMENT 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 and repave 120 square yards of damaged pavement surface on multiple city streets.
Approximate locations are shown on the plans, Exhibit B. Exact locations will be staked by the City in the field.
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.

DATED this ___ day of __________________, 2019.

SURETY COMPANY
(Signature must be notarized)  DEVELOPER/OWNER
(Signature must be notarized)

By: ______________________________  By: ______________________________
   Its ______________________________  Its ______________________________

Business Name: ____________________  Business Name: ____________________
Business Address: ____________________  Business Address: ____________________
City/State/Zip Code: ____________________  City/State/Zip Code: ____________________
Telephone Number: ____________________  Telephone Number: ____________________

- 24 -
CITY OF PACIFIC

By: ___________________________ Date: ___________________________
    Leanne Guier, Mayor

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)
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: ________________
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: ______________________

(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: ______________________
STATEMENT OF INTENT TO PAY PREVAILING WAGES
Public Works Contract
$40.00 Filing Fee Required

Intent ID # (Assigned by L&I)

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<thead>
<tr>
<th>Project Name</th>
<th>Contract Number</th>
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Awarding Agency Address

<table>
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<tr>
<th>City</th>
<th>State</th>
<th>ZIP+4</th>
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<tr>
<th>Awarding Agency</th>
<th>Project Contact Person</th>
<th>Phone Number</th>
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<th>County where work will be performed</th>
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<tr>
<th>Bond due date (mm/dd/yyyy)</th>
<th>Date contract awarded (mm/dd/yyyy)</th>
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<tr>
<th>Will all work be subcontracted?</th>
<th>Do you intend to use subcontractors?</th>
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<tbody>
<tr>
<td>Yes</td>
<td>No</td>
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Prime Contractor (has contract with the public agency)

Prime’s Phone Number

Prime’s Contractor Registration Number

Prime’s UBI Number

Responding “Yes” to either of the questions above will then require you to list the subcontractor, their UBI #, and Contractor Registration # (if they are required to have one) on Addendum B of the Affidavit of Wages Paid form.

Number of Owners/Operators that own at least 30% of the company who will perform work on the project:

Will employees perform work on this project? □ Yes □ 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.)

<table>
<thead>
<tr>
<th>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.</th>
<th>Estimated number of workers</th>
<th>Rate of hourly pay</th>
<th>Rate of hourly fringe benefits</th>
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<tr>
<th>Expected job start date (mm/dd/yyyy)</th>
<th>Do you intend to use apprentice employees?</th>
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<td>□ Yes □ No</td>
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<tr>
<th>Company Name</th>
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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

F700-029-005 statement of intent to pay prevailing wages 05-08

$40 or $  

Check Number: □ $40 or $  

Issued By:

DO NOT SEPARATE FORMS PRIOR TO APPROVAL BY L&I
(White & canary copies must be submitted-canary will be returned by L&I after approval.)
**AFFIDAVIT OF WAGES PAID**

**Public Works Contract**

$40.00 Filing Fee Required

### Affidavit ID # (Assigned by L&I)

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<thead>
<tr>
<th>Awarding Agency Project Contact Person</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>County where work was performed</th>
<th>City where work was performed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bid due date (mm/dd/yy)</th>
<th>Date contract awarded (mm/dd/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date work completed (mm/dd/yy)</th>
<th>Date lien filed (mm/dd/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Was all work subcontracted?</th>
<th>Did you use subcontractors?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Responding "Yes" to either of the above questions will require that you fill out Addendum B, List of Next Tier Subcontractors.

<table>
<thead>
<tr>
<th>Job start date (mm/dd/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of workers</th>
<th>Total # of hours worked – ca. trade</th>
<th>Rate of hourly pay</th>
<th>Rate of hourly fringe benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>ZIP+4</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor Registration Number</th>
<th>UBI Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Industrial Insurance Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email address</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### For L&I Use Only

<table>
<thead>
<tr>
<th>Indicate total dollar amount of your contract (including Sales Tax.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Title</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Check Number:</th>
<th>$40 or</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

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(White & canary copies must be submitted-canary will be retained by L&I after approval.)
CITY OF PACIFIC
2019 ADA RAMP REPLACEMENT PROJECT
PACIFIC, WASHINGTON

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

NO. DESCRIPTION
1. MAPS AND INDEX
2. LEGEND, ABBREVIATIONS AND NOTES
3. PROJECT LOCATIONS
4. PROJECT DETAILS

VICINITY MAP

LOCATION MAP
2019 ADA Ramp Replacement Project

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 4.
4. ALL TRANSPORTATION SYSTEM IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE APPROVED PLANS. ANY MODIFICATIONS TO THESE PLANS SHALL BE APPROVED FROM THE CITY'S ENGINEER AND APPROPRIATE PUBLIC AGENCIES.
5. WHEN NEW ASPHALT GUIDING CURBING THE EXISTING ASPHALT WILL BE CUT TO A VEGGY PROFILE, THEN FRESH ASPHALT WILL BE APPLIED."THE ASPHALT WILL BE IMPLANTED INTO THE CURB AND SUB-DRAINAGE POOL, AND ASPHALT WILL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS."