

CITY OF PACIFIC REQUEST FOR QUOTATION

2020 TEMPORARY WETLAND IRRIGATION PROJECT
QUOTATION NO.: PR2001
OPENING 11:00 A.M.
DATE: 07/15/2020

PLEASE QUOTE ON THE FOLLOWING:

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 TEMPORARY WETLAND IRRIGATION PROJECT

PROJECT LOCATION: Two Locations in 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 11:00 a.m. on **July 15, 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.

To return quotation, place in an envelope with the following information on the outside of the envelope:

City of Pacific
 Attn: James Morgan
 100 3rd Avenue SE
 Pacific, WA 98047
 Fax (253) 887-9910

Quotation No.: PR2001
 Opening at 11:00 AM PST
 July 15, 2020

Quotation Submitted By:

 Company Name

 Street Address

 City State Zip

 Phone

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 \$350,000 or less. If the items are over \$350,000, 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 \$350,000 amount, **DO NOT SUBMIT A QUOTATION**. Please note on the quotation form "Quotation will exceed \$350,000", and return to the City. If no contractor can provide the product or service for \$350,000 or less, 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 and 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

license, if required by Chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in the project contract and in each subcontract of every tier.

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>.

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 hours¹ 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 days² 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.

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 TEMPORARY WETLAND IRRIGATION PROJECT. Work shall include, but is not limited to:

- Design irrigation system to provide adequate coverage to sustain wetland plantings as shown on drawings.
- Provide adequate zones to operate from existing water system (Static 75± psi.).
- Provide and install adequate backflow prevention per Health Department requirements.
- Provide record drawings showing approximate location of all valves.
- Provide solar or battery powered controller.

All work, equipment and materials shall conform to the contract documents, 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 2-year maintenance bond for the work done.

Bid Item 3 – Temporary Irrigation System

The unit price in the proposal for "Temporary Irrigation System" shall be lump sum. The lump sum price includes all tools, labor, equipment, disposal and incidentals necessary to construct the temporary irrigation system.

Bid Item 4 – Record Drawings

The unit price in the proposal for "Record Drawings" shall be lump sum for providing record drawings of the completed construction. The unit price includes all materials, tools, labor, equipment, delivery, and incidentals necessary to complete the "Record Drawings" of the completed temporary irrigation system construction.

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

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

**CITY OF PACIFIC
PUBLIC WORKS
PROPOSAL**

PROJECT: **2020 TEMPORARY WETLAND IRRIGATION SYSTEM 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.**

Item #	Items of Work / Materials to be Furnished	Est. Quantity	Unit	Unit Bid Price*	Total Price
Bid items that include Washington State Sales Tax *					
1	Mobilization	1	LS		
2	Maintenance Bond	1	LS		
3	Temporary Irrigation System	1	LS		
4	Record Drawings	1	LS		
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:

Addendum No.	Date of Addendum/Addenda	Signed Acknowledgement
1.		
2.		
3.		

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 July 7, 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)
6. Plans and Contract Drawings (Exhibit B),
7. 2018 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 ____.

CITY OF PACIFIC

MAYOR, Leanne Guier

SELECTION OF RETAINAGE OPTION

CITY OF PACIFIC PUBLIC WORKS

PROJECT: 2020 TEMPORARY WETLAND IRRIGATION SYSTEM PROJECT

Contract/Purchase Order Number: PR2001

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

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

SURETY

Principal Signature Date

Surety Signature Date

Printed Name

Printed Name

Title

Title

MAINTENANCE BOND

CITY OF PACIFIC PUBLIC WORKS

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

RE: Project Name: City of Pacific 2020 Temporary Wetland Irrigation System 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

CONTRACTOR

By: _____
Its _____

By _____
Its _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

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:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Based on the quote submittal deadline for this project, the applicable effective date for prevailing wages for this project is **June 30, 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 TEMPORARY WETLAND IRRIGATION SYSTEM PROJECT

General

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2018 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

The contractor shall:

- Design irrigation system to provide adequate coverage to sustain wetland plantings as shown on drawings.
- Provide adequate zones to operate from existing water system (Static 75± psi.).
- Provide and install adequate backflow prevention per Health Department requirements.
- Provide record drawings showing approximate location of all valves.
- Provide solar or battery powered controller.

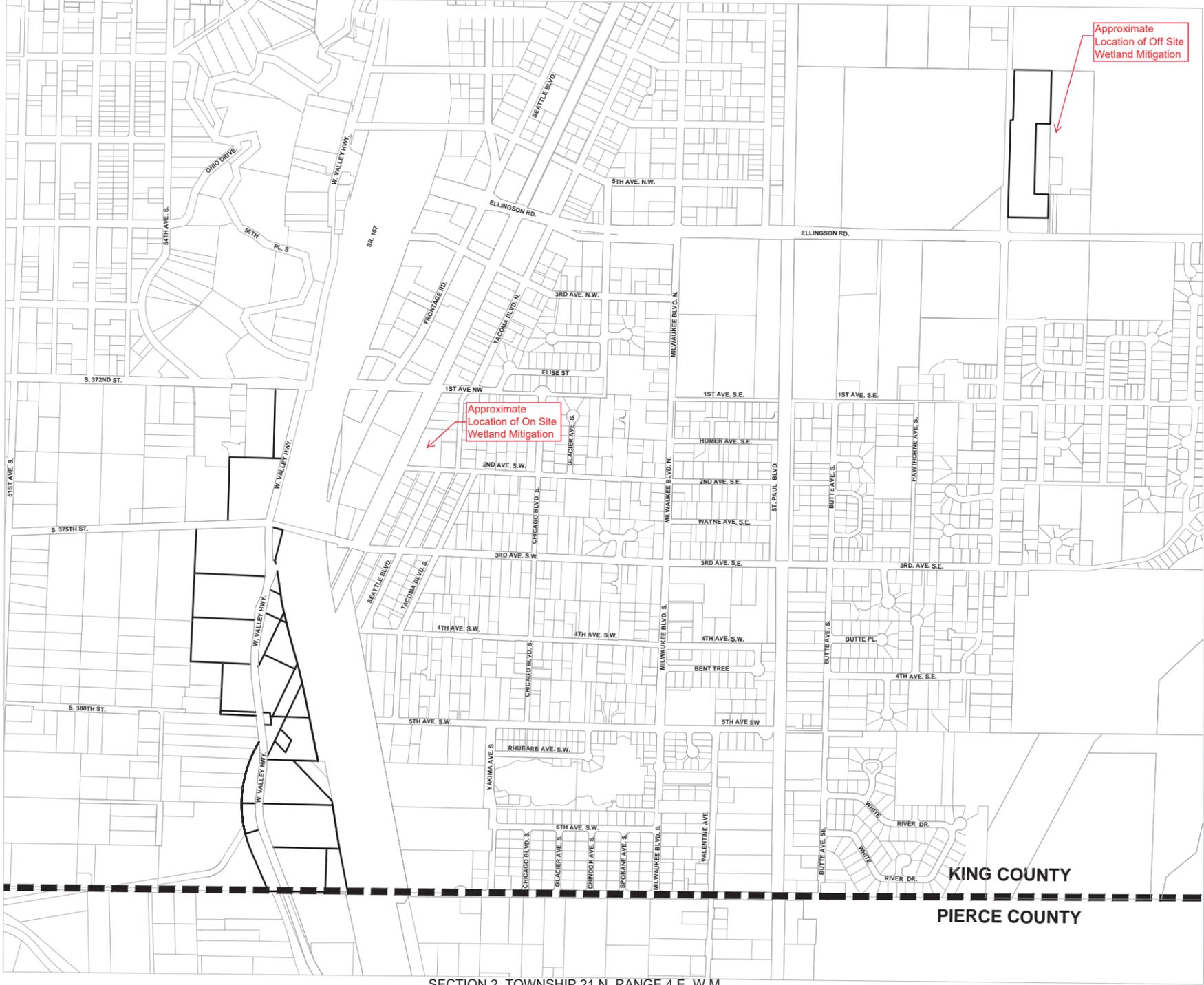
All work, equipment and materials shall conform to the contract documents, 2018 Washington State Standard Specifications, and the City of Pacific Standards.

Time of completion: 30 calendar days from the City’s notice to proceed.

Contract Plans

CITY OF PACIFIC

Temporary Wetland Irrigation System Project



SECTION 2, TOWNSHIP 21 N, RANGE 4 E, W.M.

SITE PLAN
1" = 500'



LOCATION MAP

Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	ON TRAIL
3	OFF TRAIL

NO.	REVISIONS	DATE	BY

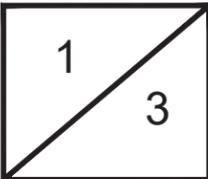
City of Pacific
100 3rd Avenue Southeast
Pacific, WA 98047
Phone: (253)929-1110
Fax: (253)887-9910

DESIGNED	
DRAWN	
CHECKED	
APPROVED	
SCALE	AS NOTED
DATE	JUNE 2020

Temporary Wetland Irrigation
System Project
Cover Sheet

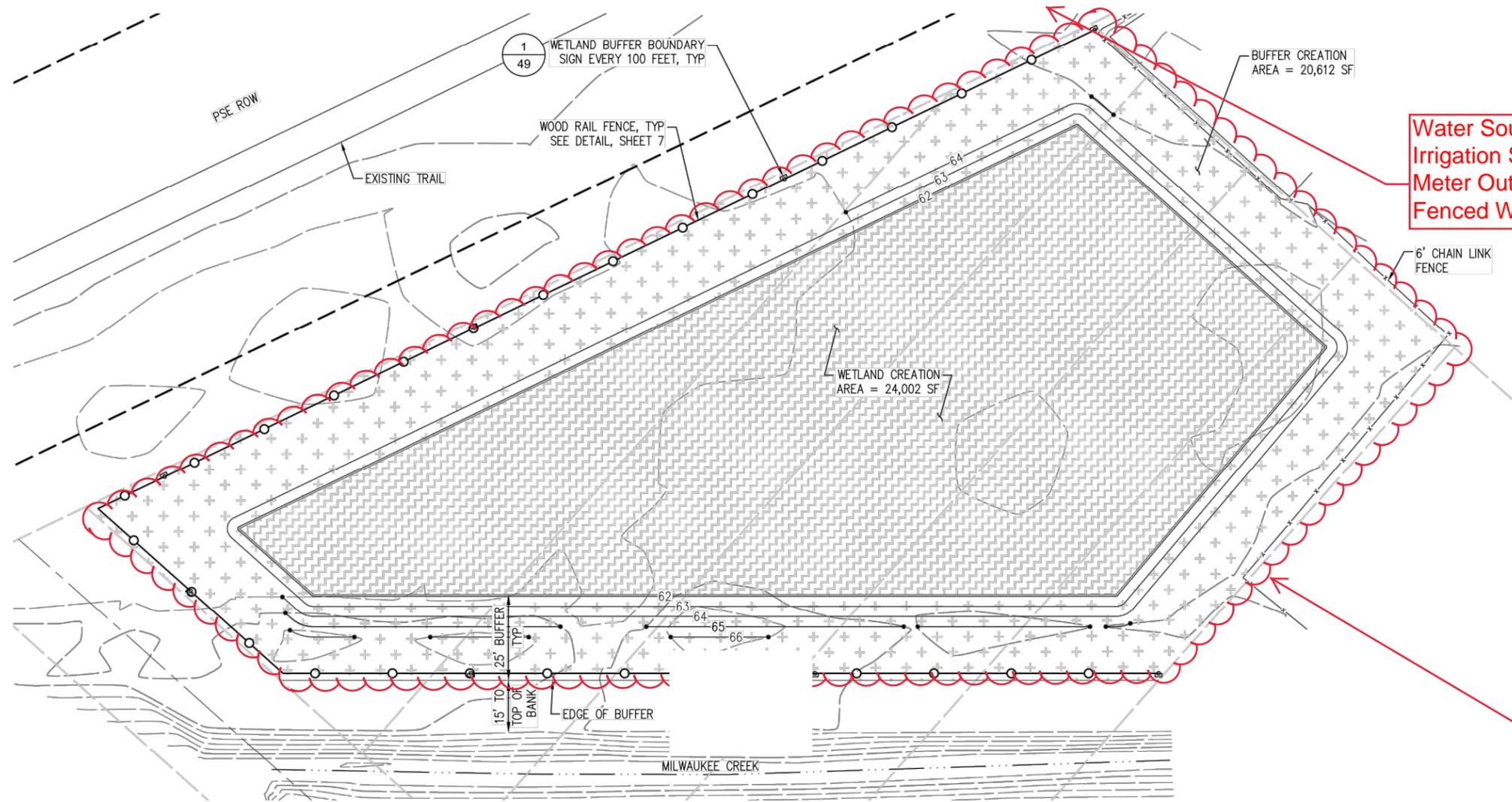
PROJECT/APPLICANT
CITY OF PACIFIC
100 3rd AVENUE SE
PACIFIC, WASHINGTON 98047

SHEET NO. 1



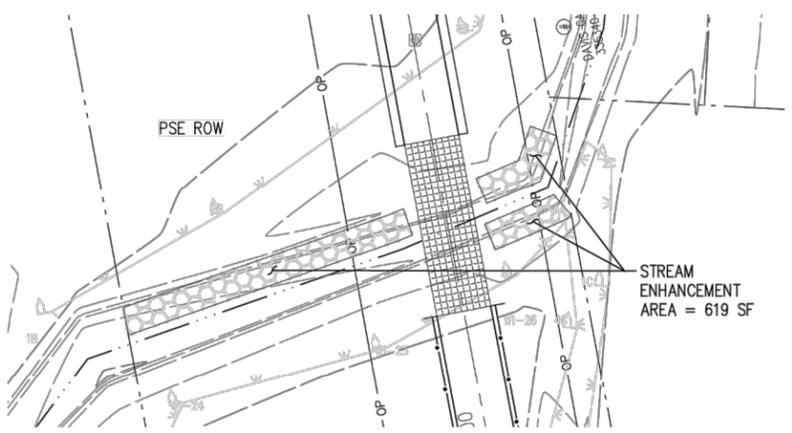
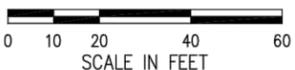
Know what's below.
Call before you dig.

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Approximate Area to be Irrigated

PLAN
WETLAND CREATION



PLAN
STREAM ENHANCEMENT



GENERAL NOTES

- FOR MITIGATION PLANTING NOTES, SCHEDULES, AND DETAILS SEE SHEET 48.

NO.	DATE	BY	APPR.	REVISIONS

Approved By			
ENGINEERING MANAGER	DATE	DESIGNED BY	DATE
PROJECT MANAGER	DATE	DRAWN BY	DATE
PROJECT ENGINEER	DATE	CHECKED BY	DATE

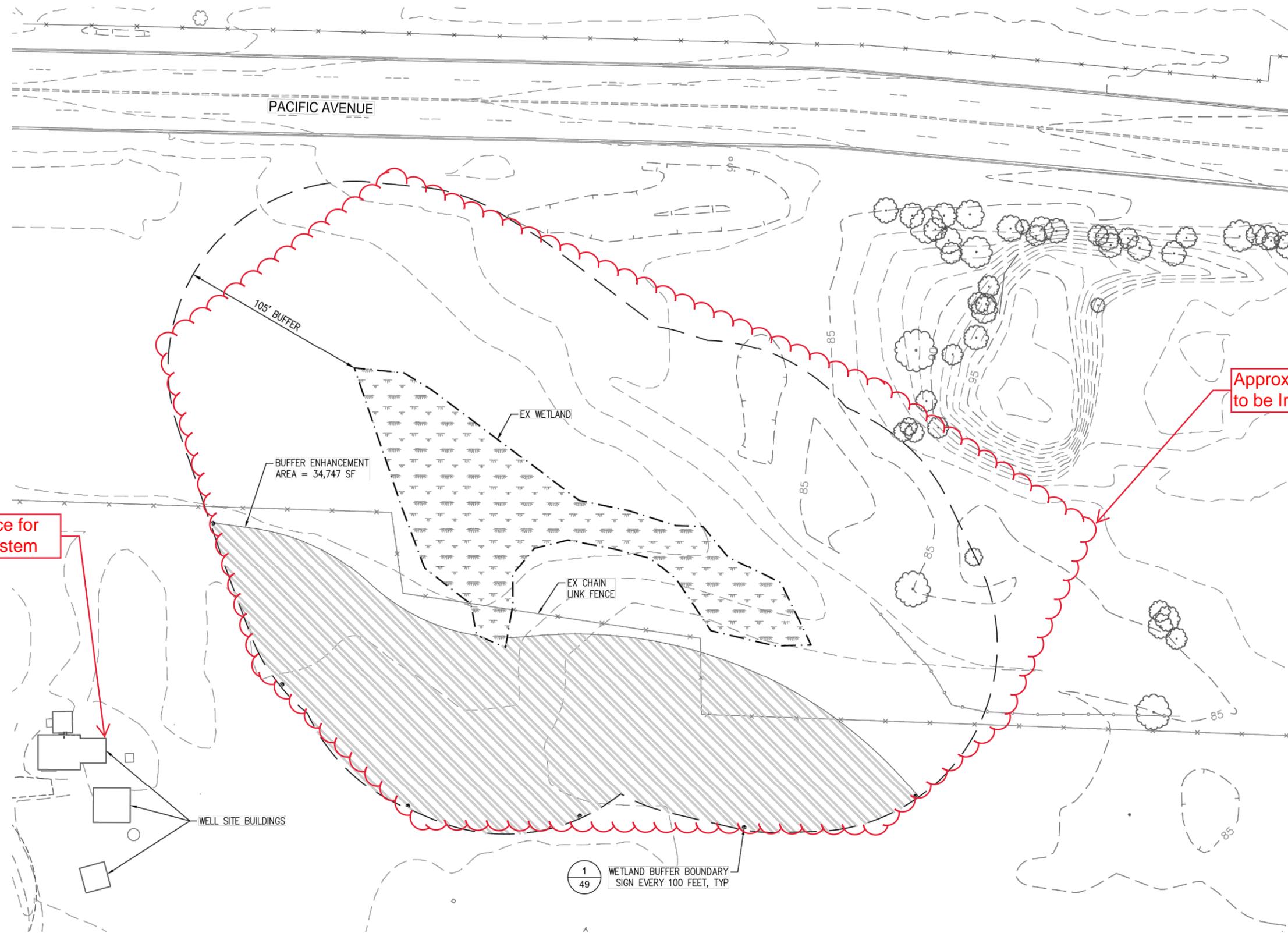
46 WETLAND CREATION & STREAM ENHANCEMENT.dwg FILENAME			



Temporary Wetland Irrigation System Project
On Trail

SHT 2 OF 3

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Water Source for Irrigation System

Approximate Area to be Irrigated

PLAN
BUFFER ENHANCEMENT



0 15 30 60 90
SCALE IN FEET

NO.	DATE	BY	APPR.	REVISIONS

Approved By			
ENGINEERING MANAGER	DATE	FILENAME	DESIGNED BY
PROJECT MANAGER	DATE		DRAWN BY
PROJECT ENGINEER	DATE		CHECKED BY



Temporary Wetland Irrigation System Project
Off Trail
SHT 3 OF 3