

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 19-12-4A

RESOLUTION AUTHORIZING MAINTENANCE CONTRACT #19-50-30 WITH EVERGREEN ASPHALT & CONCRETE, INC. FOR SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK

WHEREAS, each year the District sends out requests for proposals for asphalt and contract patching repair work.

WHEREAS, the District sent Requests for Proposals on 11/15/19 to contractors from the Municipal Research Services Center Small Works Roster (MRSC Rosters - Roadway Construction, Repair & Maintenance – Asphalt Pavement Renewal). The District received six (6) responsive bids. The responsible bidder with the lowest responsive bid as defined in RCW 39.04.350 is Evergreen Asphalt & Concrete, Inc. (Attachment 1 - Bid Tabulation incorporated herein by this reference).

NOW THEREFORE BE IT RESOLVED:

1. The Board of Commissioners authorizes Small Site Asphalt and Concrete Patching Maintenance Contract #19-50-30 with Evergreen Asphalt & Concrete, Inc. for a not-to-exceed amount of \$100,000.00 plus Washington State Sales Tax, to perform asphalt and concrete repairs at different locations throughout the District.
2. The Board of Commissioners authorizes the General Manager or designee to enter into Maintenance Contract #19-50-30 with Evergreen Asphalt & Concrete, Inc., (Attachment 2, incorporated herein by this reference).

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **4th** day of **December 2019**.

BOARD OF COMMISSIONERS



Kathleen Quong-Vermeire, President



Todd Fultz, Commissioner



George Landon, Commissioner



Vince Koester, Secretary



Daniel Johnson, Commissioner

HIGHLINE WATER DISTRICT
 BID TABULATION - DECEMBER 2, 2019 - 12:00 PM
 SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK
 MP2019-20/ CONTRACT #18-50-30

ATTACHMENT - 1

BID ITEM #	BID ITEM/UNIT DESCRIPTION	EST BID QUANTITY	UNIT BID	EVERGREEN ASPHALT & CONCRETE INC		ASPHALT PATCH SYSTEMS, INC		SUPERIOR ASPHALT MAINTENANCE, INC		AA ASPHALTING		CEDAR CREEK CONTRACTORS, LLC		TONY LIND PAVING, LLC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	2" - 3" ASPHALT (0-50 Sq. Ft.)	1	LS	\$ 1,400.00	\$ 1,400.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 1,740.00	\$ 1,740.00	\$ 1,275.00	\$ 1,275.00	\$ 4,500.00	\$ 4,500.00
2	2" - 3" ASPHALT (Over 60 Sq. Ft.)	750	SF	\$ 2.50	\$ 1,875.00	\$ 3.00	\$ 2,250.00	\$ 6.67	\$ 5,002.50	\$ 3.00	\$ 2,250.00	\$ 8.98	\$ 6,737.00	\$ 23.00	\$ 18,750.00
3	4" - 5" ASPHALT (0-40 Sq. Ft.)	1	LS	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,500.00	\$ 1,500.00	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00	\$ 4,500.00	\$ 4,500.00
4	4" - 5" ASPHALT (Over 40 Sq. Ft.)	2,000	SF	\$ 4.50	\$ 9,000.00	\$ 5.00	\$ 10,000.00	\$ 2.25	\$ 4,500.00	\$ 4.70	\$ 9,400.00	\$ 12.28	\$ 24,550.00	\$ 22.00	\$ 44,000.00
5	6" - 8" ASPHALT (0-30 Sq. Ft.)	1	LS	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,500.00	\$ 1,500.00	\$ 1,740.00	\$ 1,740.00	\$ 2,700.00	\$ 2,700.00	\$ 4,500.00	\$ 4,500.00
6	6" - 8" ASPHALT (Over 30 Sq. Ft.)	1,000	SF	\$ 5.00	\$ 5,000.00	\$ 6.00	\$ 6,000.00	\$ 3.75	\$ 3,750.00	\$ 5.00	\$ 5,000.00	\$ 24.55	\$ 24,550.00	\$ 23.00	\$ 23,000.00
7	ADDL 2" ASPHALT INCREMENTAL THICKNESS (Greater than 8")	500	SF	\$ 1.50	\$ 750.00	\$ 1.00	\$ 500.00	\$ 1.50	\$ 750.00	\$ 1.50	\$ 750.00	\$ 6.00	\$ 3,000.00	\$ 3.50	\$ 1,750.00
8	4" - CONCRETE (0-30 Sq. Ft.)	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,400.00	\$ 1,400.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,675.00	\$ 1,675.00	\$ 4,800.00	\$ 4,800.00
9	4" - CONCRETE (Over 30 Sq. Ft.)	750	SF	\$ 5.00	\$ 3,750.00	\$ 5.00	\$ 3,750.00	\$ 3.34	\$ 2,505.00	\$ 5.00	\$ 3,750.00	\$ 27.00	\$ 20,250.00	\$ 30.00	\$ 22,500.00
10	6" - CONCRETE (0-30 Sq. Ft.)	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,600.00	\$ 1,600.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,775.00	\$ 1,775.00	\$ 4,800.00	\$ 4,800.00
11	6" - CONCRETE (Over 30 Sq. Ft.)	500	SF	\$ 10.00	\$ 5,000.00	\$ 8.00	\$ 4,000.00	\$ 20.00	\$ 10,000.00	\$ 18.00	\$ 9,000.00	\$ 30.00	\$ 15,000.00	\$ 33.00	\$ 16,500.00
12	CONCRETE CURB & GUTTER (0-10 LF)	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 2,500.00	\$ 2,500.00
13	CONCRETE CURB & GUTTER (Over 10 LF)	100	LF	\$ 20.00	\$ 2,000.00	\$ 20.00	\$ 2,000.00	\$ 35.00	\$ 3,500.00	\$ 35.00	\$ 3,500.00	\$ 120.00	\$ 12,000.00	\$ 65.00	\$ 6,500.00
14	EXTRUDED CONCRETE CURB (0-25 LF)	1	LS	\$ 950.00	\$ 950.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,900.00	\$ 1,900.00	\$ 1,375.00	\$ 1,375.00	\$ 1,500.00	\$ 1,500.00
15	EXTRUDED CONCRETE CURB (Over 25 LF)	150	LF	\$ 5.75	\$ 862.50	\$ 5.00	\$ 750.00	\$ 6.00	\$ 900.00	\$ 6.00	\$ 900.00	\$ 20.00	\$ 3,000.00	\$ 11.00	\$ 1,650.00
16	THICKENED EDGE ASPHALT	100	LF	\$ 2.50	\$ 250.00	\$ 1.00	\$ 100.00	\$ 1.50	\$ 150.00	\$ 1.50	\$ 150.00	\$ 16.75	\$ 1,675.00	\$ 40.00	\$ 4,000.00
17	SAW CUT ASPHALT (0-50 LF)	1	LS	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 1,395.00	\$ 1,395.00	\$ 700.00	\$ 700.00
18	SAW CUT ASPHALT (Over 50 LF)	500	LF	\$ 1.50	\$ 750.00	\$ 1.00	\$ 500.00	\$ 1.00	\$ 500.00	\$ 1.00	\$ 500.00	\$ 5.95	\$ 2,975.00	\$ 7.60	\$ 3,800.00
19	MINOR CHANGE (per Section 1-04.411) (Estimate)	1		\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00

Sub-Total \$ 44,550.00 Sub-Total \$ 47,307.50 Sub-Total \$ 53,880.00 Sub-Total \$ 132,482.00 Sub-Total \$ 177,250.00
 APPARENT LOW BIDDER

Are you able to meet the District's Insurance Requirements? Yes _____ No _____
 Are you able to provide a performance bond in the amount of \$100,000? Yes _____ No _____

**MAINTENANCE AGREEMENT
SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK
MP2019-20 / CONTRACT #19-50-30**

THIS AGREEMENT is entered into between **HIGHLINE WATER DISTRICT**, King County, Washington, a municipal corporation and special purpose district organized and existing under the laws of the State of Washington (hereafter referred to as "the District"), and **EVERGREEN ASPHALT & CONCRETE, INC.** (hereafter referred to as "the Contractor") in consideration of the mutual benefits, terms and conditions hereinafter specified.

1. Project. The Contractor shall do all work and furnish all tools, materials, equipment and incidentals for the District's maintenance work known as:

SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK

("Project") in accordance with and as described in the following documents and the Scope of Work/Proposal Form (**Exhibit A-page 3**).

2. District Agreement. The District employs the Contractor to provide the materials and to do and cause to be done the Project work described above and to complete and finish the repair work according to the terms and conditions of this Agreement, and agrees to pay for the work at the time, in the manner and upon the conditions provided for in this Agreement.
3. Contractor Agreement. The Contractor agrees to fully perform the work upon all terms and conditions as contained in this Agreement. 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 project provided for in this Agreement.
4. Completion Deadline/Liquidated Damages. The individual projects must commence within ten (10) calendar days of the provision of the Patch List (Notice to Proceed). The patch list is to be completed within thirty (30) calendar days, subject only to a delay due to weather conditions. If the work is not completed within that time period, because of difficulty in computing the actual damages to the District arising from any delay in completing this agreement, it is determined in advance and agreed by the parties that the Contractor shall pay the District the amount of \$ 100.00 per calendar day that the work remains uncompleted after expiration of the specified time for completion. The parties agree that this amount represents a reasonable forecast of the actual damages which the District will suffer by failure of the Contractor to complete the work within the agreed time period. The execution of this agreement shall constitute acknowledgment by the Contractor that the Contractor has ascertained and agrees that the District will actually suffer damages in the above amount for each day during which the completion of the work is avoidably delayed beyond the agreed completion date.
5. Contractor Guarantee. The Contractor shall guarantee the materials and work for a period of two years after completion of this Agreement.
6. Project Cost. The amount of the project cost is not-to-exceed \$100,000.00, plus Washington State sales tax.
7. Payment Terms. The District shall pay the Contractor on the following terms: Incremental payments, plus Washington State Sales tax to be paid from a contractor invoice (which must

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be approved by the District's Engineering/Operations Manager or designated Supervisor). Per RCW 60.28.11(1)(a) public improvement contracts must provide, and public bodies must reserve, a contract retainage not to exceed five percent of the moneys earned by the contractor as a trust fund for the protection and payment of: (i) The claims of any person arising under the contract; and (ii) the state with respect to taxes, increases, and penalties imposed pursuant to Titles 50, 51, and 82 RCW which may be due from such contractor.

8. Prevailing Wages (Appendix A).

The Contractor shall pay prevailing wages and shall comply with RCW 39.12 and RCW 49.28. A Notice of Intent to Pay Prevailing Wages and prevailing wage rates for the work must be posted for the benefit of workers. At the conclusion of each patch list, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the director. Final payment on the Agreement shall be withheld until certification by the director has been received by the District that the prevailing wage requirements of the law have been satisfied. The Contractor hereby certifies that it has not been cited for two violations within the last five (5) years and is thus prohibited from bidding on public works projects. The Contractor further assures the District that it will use no sub-contractor who is thus prohibited.

Effective July 23, 2017, before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement (**Appendix A2**) that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (Reference RCW 39.04.350).

Effective July 1, 2019, all businesses are required to have training before bidding and/or performing work on public works projects under the responsible bidder criteria in RCW 39.04.350 and RCW 39.06.020. A business is exempt from this training requirement if it has been in business with an active Unified Business Identifier (UBI) number for 3 or more years **AND** has performed work on 3 or more public works projects.

Beginning January 1, 2020, weekly certified payroll reports are required to be filed online with L&I at least once a month for all public works projects. Earlier this year, the legislature passed ESSB 5035, adding this requirement to the prevailing wage laws within Chapter 39.12. RCW. Reference RCW 39.12.120.

This change effects all public works projects on January 1 to include those that are in progress and all new ones moving forward. Each contractor must file their certified payroll using L&I's online system at least once a month. Please note, contractors can be penalized for failing to file.

9. Bond.

RCW 39.08.010 (effective 7/23/17)

(3) On contracts of one hundred fifty thousand dollars or less, at the option of the contractor or the general contractor/construction manager as defined in RCW 39.10.210, the respective public entity may, in lieu of the bond, retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the

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department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. The recovery of unpaid wages and benefits must be the first priority for any actions filed against retainage held by a state agency or authorized local government.

Contractor Authorization: _____

OR

(4) For contracts of one hundred fifty thousand dollars or less, the public entity may accept a full payment and performance bond from an individual surety or sureties (**Appendix B**).

(5) The surety must agree to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

10. Standard Specifications. The standard specifications for this project will be the 2018 edition of the "Standard Specifications for Road, Bridge, and Municipal Construction" as prepared by WSDOT and APWA. The performance of this Agreement and all work, materials and testing shall conform to the "Water District Developer Extension Special Provisions & Standard Details", which are expressly incorporated in this Agreement by this reference except as supplemented or modified. A copy of the Standard Specifications is available at the District's website www.highlinewater.org. The Contractor is encouraged to review these documents to ensure the knowledge and understanding of their terms and conditions and/or to obtain a copy from the District. The Standard Specifications are modified for this contract by the special provisions and supplemental specifications as follows:

MEASUREMENT AND PAYMENT SHALL BE MADE AS DESCRIBED IN EXHIBIT A

11. Indemnification and Hold Harmless. The Contractor shall indemnify, defend and save the District and its commissioners, manager, employees and engineers harmless from any and all claims and risks and losses, damages, demands, suits, judgments and attorney's fees or other expenses of any kind on account of or relating to injury to or death of any and all persons or on account of all property damage of any kind, or in any manner connected with the work performed under this Agreement, or caused in whole or in part by reason of the presence of the Contractor, a subcontractor or their property, employees or agents during performance of the work or at any time before final acceptance, except only for those losses resulting from and to the extent of the sole negligence of the District with regard to activities within the Contractor's scope of work.

Should a court of competent jurisdiction determine that this Agreement 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 District, its members, officers, employees and agents, the Contractor's liability hereunder shall be only 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.

In an arbitration or lawsuit with respect to this hold harmless provision, the Contractor shall prepare and defend that lawsuit at its own cost and expense. If judgment is rendered or

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MAINTENANCE AGREEMENT SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK MP2019-20 / CONTRACT #19-50-30

settlement made requiring payment of damages by the District, its officers, agents, employees and volunteers, the Contractor shall pay the same.

12. Insurance.

- a. The Contractor shall obtain and keep in force during the term of this Agreement Commercial General Liability and Automobile Liability insurance policies with insurance companies which have an A.M. Best's rating of A VII or better, and which are approved by the Washington Insurance Commissioner pursuant to RCW 48.
- b. The Contractor shall file with the District a certified copy of all policies or a certificate of insurance evidencing that the policies are in force. The certificate shall be accompanied by policy endorsements as are necessary to comply with these requirements. The Contractor's Department of Labor & Industries' account number shall be noted on the certificate of insurance. Failure of the Contractor to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the contract.
- c. In addition, the Contractor shall have its insurance agent/representative complete the District's Insurance Coverage Questionnaire and attach it to the certificate of insurance for District's approval (**Appendix C**).
- d. The Contractor shall not begin work under the Agreement until all required insurance has been obtained and until such insurances have been received by the District. The insurance shall provide coverage for the Contractor, his subcontractors and the District.
- e. The insurance policies shall specifically name the District, its elected or appointed officials, officers, employees and volunteers as insureds with regard to damages and defense of claims arising from: (i) activities performed by or on behalf of the Contractor; or (ii) products and completed operations of the Contractor; or (iii) premises owned, leased or used by the Contractor. The insurance shall be maintained in full force and effect at the Contractor's expense throughout the term of the Agreement.
- f. The coverage provided by the Contractor's insurance policies is to be primary to any insurance maintained by the District, except as respects losses attributable to the sole negligence of the District. Any insurance that might cover this Agreement which is maintained by the District shall be in excess of the Contractor's insurance and shall not contribute with the Contractor's insurance.
- g. The General Aggregate provision of the Contractor's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this contract.
- h. Types and Limits of Insurance Requires:

COMMERCIAL GENERAL LIABILITY

- ▶ \$2,000,000 per occurrence liability (including extended bodily injury)

HIGHLINE WATER DISTRICT

MAINTENANCE AGREEMENT

SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK MP2019-20 / CONTRACT #19-50-30

- ▶ \$2,000,000 annual aggregate
- ▶ District Employees, Elected and Appointed Officials and Volunteers as Additional Insured(s).
- ▶ Workmen's Compensation – L1 employees of Contractor and Subcontractors are to be insured under Washington State Industrial Insurance. Contractor shall also be required to carry Stop Gap Liability Insurance for \$500,000 each occurrence, each accident.
- ▶ Employers Liability (Stop-gap)

AUTOMOBILE LIABILITY

- ▶ \$2,000,000 per accident bodily injury and property damage liability, including:
 - ▶ Any owned, hired or non-owner automobile.
 - i. The Contractor shall be solely and completely responsible for safety and safety conditions on the job site, including the safety of all persons and property during performance of the work. The services of District employees or the engineer's personnel in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding or trenching, or safety measures in, on or near the construction site. The Contractor shall provide safe access for the District and its inspectors to adequately inspect the quality of work and the conformance with project specifications.
13. Trench Safety Systems. All trenches shall be provided with adequate safety systems as required by RCW 49.17.
14. Termination. The District may, at its sole option and at any time, terminate its retention of the Contractor under this Agreement upon giving the Contractor ten (10) days written notice of termination. Upon termination by the District pursuant to this paragraph, the District shall have no obligation to the Contractor under this Agreement other than to pay the Contractor for services performed prior to the date the notice of termination was given; provided, however, that nothing in this paragraph shall operate or be construed as a waiver by the District of any claims against the Contractor arising from such work or of any right of set-off.
15. Dispute Resolution.
- a. Mediation. If any dispute, controversy, or claim arises out of or relates to this Agreement, the parties agree first to try to settle the dispute by non-binding mediation with the assistance of a recognized professional mediation service. The parties shall each designate a representative with full settlement authority who will participate for at least four hours in the mediation. The parties shall bear equally all expenses, exclusive of attorneys' fees associated with the mediation.

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MP2019-20 / CONTRACT #19-50-30**

- b. Litigation. Thereafter, any dispute, controversy, or claim not resolved by mediation shall be resolved by litigation in King County Superior Court. The laws of the State of Washington shall govern this Contract.
- 16. Effective Date. The effective date of this Agreement shall be the date that the Agreement is signed by an authorized representative of the District.
- 17. Authority. The individuals who sign this Agreement on behalf of the respective party represent and warrant they have the full power and authority and are authorized by the party to do so.

**HIGHLINE WATER DISTRICT
("District" or "Owner")**

**EVERGREEN ASPHALT & CONCRETE, INC.
("Contractor")**

By: Matt Everett, General Manager
Date: _____
Address: 23828 30th Ave S
Kent, WA 98032
Phone: (206) 824-0375
Fax: (206) 824-0806

By: Shane Gilbertson, President
Date: _____
Address: PO Box 867
Ravensdale, WA 98051
Phone: (425) 584-7890 (Office/Fax)

Washington State General Contractor's License No.

SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK - MP2019-20/CONTRACT #19-50-30



Company Name: Evergreen Asphalt & Concrete Inc.

Proposal Submitted By: Shane Gillbertson Date: 12-2-19

SCOPE OF WORK/PROPOSAL FORM

BID ITEM #	BID ITEM/UNIT DESCRIPTION	EST BID QTY	UNIT BID	PER UNIT COST (Hand Write in Words)	BID AMOUNT
1	2" - 3" ASPHALT (0-60 Sq. Ft.)	1	LS	One thousand four hundred dollars	\$ 1400.00
2	2" - 3" ASPHALT (Over 60 Sq. Ft.)	750	SF	Two dollars & fifty cents	\$ 1875.00
3	4" - 5" ASPHALT (0-40 Sq. Ft.)	1	LS	One thousand four hundred dollars	\$ 1400.00
4	4" - 5" ASPHALT (Over 40 Sq. Ft.)	2,000	SF	Four dollars & fifty cents	\$ 9,000.00
5	6" - 8" ASPHALT (0-30 Sq. Ft.)	1	LS	One thousand four hundred dollars	\$ 1,400.00
6	6" - 8" ASPHALT (Over 30 Sq. Ft.)	1,000	SF	Five dollars	\$ 5,000.00
7	ADD'L 2" ASPHALT INCREMENTAL THICKNESS (Greater than 8")	500	SF	One dollar & fifty cents	\$ 750.00
8	4" - CONCRETE (0-30 Sq. Ft.)	1	LS	One thousand four hundred	\$ 1,500.00
9	4" - CONCRETE (Over 30 Sq. Ft.)	750	SF	Five dollars	\$ 3,750.00
10	6" - CONCRETE (0-30 Sq. Ft.)	1	LS	One thousand four hundred	\$ 1,500.00
11	6" - CONCRETE (Over 30 Sq. Ft.)	500	SF	Ten dollars	\$ 5,000.00
12	CONCRETE CURB & GUTTER (0-10 LF)	1	LS	One thousand four hundred	\$ 1,500.00
13	CONCRETE CURB & GUTTER (Over 10 LF)	100	LF	Twenty dollars	\$ 2,000.00
14	EXTRUDED CONCRETE CURB (0-25 LF)	1	LS	Nine hundred fifty dollars	\$ 950.00
15	EXTRUDED CONCRETE CURB (Over 25 LF)	150	LF	Five dollars & seventy cents	\$ 862.50
16	THICKENED EDGE ASPHALT (0-50 LF)	100	LF	Two dollars & fifty cents	\$ 250.00
17	SAW CUT ASPHALT (Over 50 LF)	1	LS	Two hundred dollars	\$ 200.00
18	SAW CUT ASPHALT (Estimate)	500	LF	One dollar & fifty cents	\$ 750.00
19	MINOR CHANGE (per Section 1-04.4(1))	\$5,000	EST	Five thousand	\$ 5,000.00
TOTAL BID AMOUNT=					\$ 44,087.50

Note: SALES TAX WILL BE ADDED TO INVOICE / 10% RETAINAGE DEDUCTED FROM EACH INVOICE (Do not include sales tax in bid)

Are you able to meet the District's insurance requirements as indicated in the agreement? Yes No
 Are you able to provide a performance bond in the amount of \$100,000? Yes No

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

APPENDIX A**Washington State Prevailing Wage**

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

Journey Level Prevailing Wage Rates for the Effective Date: 11/14/2019

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
King	Flaggers	Journey Level	\$43.11	7A	4V	8Y	View
King	Laborers	Air, Gas Or Electric Vibrating Screed	\$50.86	7A	4V	8Y	View
King	Laborers	Airtrac Drill Operator	\$52.44	7A	4V	8Y	View
King	Laborers	Ballast Regular Machine	\$50.86	7A	4V	8Y	View
King	Laborers	Batch Weighman	\$43.11	7A	4V	8Y	View
King	Laborers	Brick Pavers	\$50.86	7A	4V	8Y	View
King	Laborers	Brush Cutter	\$50.86	7A	4V	8Y	View
King	Laborers	Brush Hog Feeder	\$50.86	7A	4V	8Y	View
King	Laborers	Burner	\$50.86	7A	4V	8Y	View
King	Laborers	Caisson Worker	\$52.44	7A	4V	8Y	View
King	Laborers	Carpenter Tender	\$50.86	7A	4V	8Y	View
King	Laborers	Cement Dumper-paving	\$51.80	7A	4V	8Y	View
King	Laborers	Cement Finisher Tender	\$50.86	7A	4V	8Y	View
King	Laborers	Change House Or Dry Shack	\$50.86	7A	4V	8Y	View
King	Laborers	Chipping Gun (30 Lbs. And Over)	\$51.80	7A	4V	8Y	View
King	Laborers	Chipping Gun (Under 30 Lbs.)	\$50.86	7A	4V	8Y	View
King	Laborers	Choker Setter	\$50.86	7A	4V	8Y	View
King	Laborers	Chuck Tender	\$50.86	7A	4V	8Y	View
King	Laborers	Clary Power Spreader	\$51.80	7A	4V	8Y	View
King	Laborers	Clean-up Laborer	\$50.86	7A	4V	8Y	View
King	Laborers	Concrete Dumper/Chute Operator	\$51.80	7A	4V	8Y	View
King	Laborers	Concrete Form Stripper	\$50.86	7A	4V	8Y	View
King	Laborers	Concrete Placement Crew	\$51.80	7A	4V	8Y	View
King	Laborers	Concrete Saw Operator/Core Driller	\$51.80	7A	4V	8Y	View
King	Laborers	Crusher Feeder	\$43.11	7A	4V	8Y	View
King	Laborers	Curing Laborer	\$50.86	7A	4V	8Y	View
King	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$50.86	7A	4V	8Y	View
King	Laborers	Ditch Digger	\$50.86	7A	4V	8Y	View
King	Laborers	Diver	\$52.44	7A	4V	8Y	View
King	Laborers	Drill Operator (Hydraulic, Diamond)	\$51.80	7A	4V	8Y	View

King	Laborers	Dry Stack Walls	\$50.86	7A	4V	8Y	View
King	Laborers	Dump Person	\$50.86	7A	4V	8Y	View
King	Laborers	Epoxy Technician	\$50.86	7A	4V	8Y	View
King	Laborers	Erosion Control Worker	\$50.86	7A	4V	8Y	View
King	Laborers	Faller & Bucker Chain Saw	\$51.80	7A	4V	8Y	View
King	Laborers	Fine Graders	\$50.86	7A	4V	8Y	View
King	Laborers	Firewatch	\$43.11	7A	4V	8Y	View
King	Laborers	Form Setter	\$50.86	7A	4V	8Y	View
King	Laborers	Gabian Basket Builders	\$50.86	7A	4V	8Y	View
King	Laborers	General Laborer	\$50.86	7A	4V	8Y	View
King	Laborers	Grade Checker & Transit Person	\$52.44	7A	4V	8Y	View
King	Laborers	Grinders	\$50.86	7A	4V	8Y	View
King	Laborers	Grout Machine Tender	\$50.86	7A	4V	8Y	View
King	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$51.80	7A	4V	8Y	View
King	Laborers	Guardrail Erector	\$50.86	7A	4V	8Y	View
King	Laborers	Hazardous Waste Worker (Level A)	\$52.44	7A	4V	8Y	View
King	Laborers	Hazardous Waste Worker (Level B)	\$51.80	7A	4V	8Y	View
King	Laborers	Hazardous Waste Worker (Level C)	\$50.86	7A	4V	8Y	View
King	Laborers	High Scaler	\$52.44	7A	4V	8Y	View
King	Laborers	Jackhammer	\$51.80	7A	4V	8Y	View
King	Laborers	Laserbeam Operator	\$51.80	7A	4V	8Y	View
King	Laborers	Maintenance Person	\$50.86	7A	4V	8Y	View
King	Laborers	Manhole Builder-Mudman	\$51.80	7A	4V	8Y	View
King	Laborers	Material Yard Person	\$50.86	7A	4V	8Y	View
King	Laborers	Motorman-Dinky Locomotive	\$51.80	7A	4V	8Y	View
King	Laborers	Nozzleman (Concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Blaster, Vacuum Blaster)	\$51.80	7A	4V	8Y	View
King	Laborers	Pavement Breaker	\$51.80	7A	4V	8Y	View
King	Laborers	Pilot Car	\$43.11	7A	4V	8Y	View
King	Laborers	Pipe Layer Lead	\$52.44	7A	4V	8Y	View
King	Laborers	Pipe Layer/Tailor	\$51.80	7A	4V	8Y	View
King	Laborers	Pipe Pot Tender	\$51.80	7A	4V	8Y	View
King	Laborers	Pipe Reliner	\$51.80	7A	4V	8Y	View
King	Laborers	Pipe Wrapper	\$51.80	7A	4V	8Y	View
King	Laborers	Pot Tender	\$50.86	7A	4V	8Y	View
King	Laborers	Powderman	\$52.44	7A	4V	8Y	View
King	Laborers	Powderman's Helper	\$50.86	7A	4V	8Y	View
King	Laborers	Power Jacks	\$51.80	7A	4V	8Y	View
King	Laborers	Railroad Spike Puller - Power	\$51.80	7A	4V	8Y	View
King	Laborers	Raker - Asphalt	\$52.44	7A	4V	8Y	View
King	Laborers	Re-timberman	\$52.44	7A	4V	8Y	View
King	Laborers	Remote Equipment Operator	\$51.80	7A	4V	8Y	View

King	Laborers	Rigger/Signal Person	\$51.80	7A	4V	8Y	View
King	Laborers	Rip Rap Person	\$50.86	7A	4V	8Y	View
King	Laborers	Rivet Buster	\$51.80	7A	4V	8Y	View
King	Laborers	Rodder	\$51.80	7A	4V	8Y	View
King	Laborers	Scaffold Erector	\$50.86	7A	4V	8Y	View
King	Laborers	Scale Person	\$50.86	7A	4V	8Y	View
King	Laborers	Sloper (Over 20")	\$51.80	7A	4V	8Y	View
King	Laborers	Sloper Sprayer	\$50.86	7A	4V	8Y	View
King	Laborers	Spreader (Concrete)	\$51.80	7A	4V	8Y	View
King	Laborers	Stake Hopper	\$50.86	7A	4V	8Y	View
King	Laborers	Stock Piler	\$50.86	7A	4V	8Y	View
King	Laborers	Swinging Stage/Boatswain Chair	\$43.11	7A	4V	8Y	View
King	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$51.80	7A	4V	8Y	View
King	Laborers	Tamper (Multiple & Self-propelled)	\$51.80	7A	4V	8Y	View
King	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$51.80	7A	4V	8Y	View
King	Laborers	Toolroom Person (at Jobsite)	\$50.86	7A	4V	8Y	View
King	Laborers	Topper	\$50.86	7A	4V	8Y	View
King	Laborers	Track Laborer	\$50.86	7A	4V	8Y	View
King	Laborers	Track Liner (Power)	\$51.80	7A	4V	8Y	View
King	Laborers	Traffic Control Laborer	\$46.10	7A	4V	9C	View
King	Laborers	Traffic Control Supervisor	\$46.10	7A	4V	9C	View
King	Laborers	Truck Spotter	\$50.86	7A	4V	8Y	View
King	Laborers	Tugger Operator	\$51.80	7A	4V	8Y	View
King	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$120.61	7A	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$125.64	7A	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$129.32	7A	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$135.02	7A	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$137.14	7A	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$142.24	7A	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$144.14	7A	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$146.14	7A	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$148.14	7A	4V	9B	View
King	Laborers	Tunnel Work-Guage and Lock Tender	\$52.54	7A	4V	8Y	View
King	Laborers	Tunnel Work-Miner	\$52.54	7A	4V	8Y	View
King	Laborers	Vibrator	\$51.80	7A	4V	8Y	View
King	Laborers	Vinyl Seamer	\$50.86	7A	4V	8Y	View
King	Laborers	Watchman	\$39.18	7A	4V	8Y	View
King	Laborers	Welder	\$51.80	7A	4V	8Y	View

King	Laborers	Well Point Laborer	\$51.80	7A	4V	8Y	View
King	Laborers	Window Washer/Cleaner	\$39.18	7A	4V	8Y	View
King	Power Equipment Operators	Asphalt Plant Operators	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Assistant Engineer	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Barrier Machine (zipper)	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Batch Plant Operator: concrete	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Bobcat	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Brooms	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Bump Cutter	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Cableways	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Chipper	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Compressor	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Conveyors	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Cranes friction: 200 tons and over	\$71.26	7A	3K	8X	View
King	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$69.85	7A	3K	8X	View
King	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$70.57	7A	3K	8X	View
King	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$71.26	7A	3K	8X	View
King	Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$70.57	7A	3K	8X	View
King	Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Crusher	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Derricks, On Building Work	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Dozers D-9 & Under	\$68.02	7A	3K	8X	View

King	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Drilling Machine	\$69.85	7A	3K	8X	View
King	Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Gradechecker/Stakeman	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Guardrail Punch	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Horizontal/Directional Drill Locator	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Horizontal/Directional Drill Operator	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Hydralifts/Boom Trucks, 10 Tons And Under	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$69.85	7A	3K	8X	View
King	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Loaders, Plant Feed	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Loaders: Elevating Type Belt	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Locomotives, All	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Material Transfer Device	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$69.85	7A	3K	8X	View
King	Power Equipment Operators	Motor Patrol Graders	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Overhead, Bridge Type: 100 Tons And Over	\$69.85	7A	3K	8X	View
King	Power Equipment Operators		\$69.16	7A	3K	8X	View

		Overhead, Bridge Type: 45 Tons Through 99 Tons					
King	Power Equipment Operators	Pavement Breaker	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Posthole Digger, Mechanical	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Power Plant	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Pumps - Water	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Rigger and Bellman	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Rigger/Signal Person, Bellman (Certified)	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Rollagon	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Roller, Other Than Plant Mix	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Roto-mill, Roto-grinder	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Saws - Concrete	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Scrapers - Concrete & Carry All	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Service Engineers - Equipment	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Shotcrete/Gunite Equipment	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$69.85	7A	3K	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$70.57	7A	3K	8X	View
King	Power Equipment Operators	Slipform Pavers	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Spreader, Topsider & Screedman	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Subgrader Trimmer	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Tower Bucket Elevators	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Tower Crane Up To 175' In Height Base To Boom	\$69.85	7A	3K	8X	View
King	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$70.57	7A	3K	8X	View
King	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$71.26	7A	3K	8X	View

King	Power Equipment Operators	Transporters, All Track Or Truck Type	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Trenching Machines	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Truck Crane Oiler/Driver Under 100 Tons	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Truck Mount Portable Conveyor	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Welder	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Wheel Tractors, Farmall Type	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Yo Yo Pay Dozer	\$68.55	7A	3K	8X	View
King	Truck Drivers	Asphalt Mix Over 16 Yards	\$61.59	5D	4Y	8L	View
King	Truck Drivers	Asphalt Mix To 16 Yards	\$60.75	5D	4Y	8L	View
King	Truck Drivers	Dump Truck	\$60.75	5D	4Y	8L	View
King	Truck Drivers	Dump Truck & Trailer	\$61.59	5D	4Y	8L	View
King	Truck Drivers	Other Trucks	\$61.59	5D	4Y	8L	View



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), 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, proposal 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, proposal must be executed by a partner.*

**PUBLIC WORKS CONTRACT PERFORMANCE BOND
AND LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL BY THESE PRESENTS, that, _____, as Principal, hereinafter called Contractor, and _____, hereinafter called Surety, a corporation duly organized and existing under the laws of the State of _____, and duly authorized to do business and transacting business in the State of Washington as Surety are held and firmly bound and obligated to Highline Water District, a Municipal Corporation located at 23828 30th Ave S, Kent, Washington 98032, hereinafter called owner, in the full and just sum of _____ (\$ _____), lawful money of the United States, for the payment of which sum will and truly to be made, Surety and Contractor do bind themselves, their and each of their heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THIS BOND IS EXECUTED IN PURSUANCE OF CHAPTER 39.08 REVISED CODE OF WASHINGTON AND BINDS SURETY AND CONTRACTOR TO THE CONTENTS THEREOF.

THAT CONDITIONS OF THIS OBLIGATION ARE SUCH, that WHEREAS, the principal entered into a certain contract entitled ***Small Site Asphalt & Concrete Patching Repair Work (#19-50-30)*** with Highline Water District, OWNER, dated the _____ day of _____, 2019.

NOW, THEREFORE, if the Principal shall faithfully perform all the provisions of such contract and pay all laborers, mechanics and subcontractors and materialmen, and all persons who shall supply such person or persons, or subcontractor, with provisions and supplies for the carrying on of such work, then this obligation is void; otherwise to remain in full force and effect.

No change, extension of time, alteration or addition to the work to be performed under the contract shall in any way affect Principal or Surety's obligation on this bond, and Surety does hereby waive notice of any changes, extension of time, alterations or additions hereunder.

SIGNED AND SEALED THIS the ____ day of _____, 2019.

By: _____
CONTRACTOR

By: _____
SURETY

By: _____
ATTORNEY-IN-FACT

Notary Public in and for the State of Washington, residing at _____.

The Attorney-in-Fact, who executes this bond on behalf of Surety, must attach a copy of his Power of Attorney as evidence of his authority.

INSURANCE COVERAGE QUESTIONNAIRE

Name of Insured: _____

Contract Number: **19-50-30**

Project Name: ***Small Site Asphalt and Concrete Patching Repair Work***

Are the following coverages and/or conditions in effect?		
	Yes	No
The Policy form is ISO Commercial General Liability form CG 00 01 or CG 00 02 (circle one). If No, attach a copy of the policy with required coverages clearly identified.		
Products and Completed Operation Coverage		
Cross Liability Clause (or equivalent wording)		
Personal Injury Liability Coverage (with employee exclusion deleted)		
Broad Form Property Damage with X, C, U, Hazards included		
Blanket Contractual Liability Coverage applying to this contract		
Employers Liability - Stop Gap		
Builder's "all-risk" policy.		
True Umbrella Provision with drop down provision.		

	GL	AL	Excess
Deductibles of SIR's:			
Insurer Best Rating			

This questionnaire is issued as a matter of information. This questionnaire is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies indicated on the attached Certificate of Insurance.

Agency/Broker

Completed by (type)

Address

Completed by (Signature)

Name of Person to Contact

Telephone Number

Agenda Item No.: 5.1
 Agenda Date: 12/04/19
 Reviewed By: RS

Re: Authorize Small Site Asphalt and Concrete Patching Repair Work Contract #19-50-30
Evergreen Asphalt & Concrete, Inc.

CATEGORY	
<i>Executive</i>	<input type="checkbox"/>
<i>Administrative</i>	<input type="checkbox"/>
<i>Engineering/Operations</i>	<input checked="" type="checkbox"/>

FINANCIAL						
<i>Expenditures?</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
<i>Budgeted?</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
<i>Amount:</i>		\$	<u>100,000.00</u>		<i>Plus Sales Tax</i>	

ATTACHMENTS:

1. Resolution 19-12-4A
2. Attachment 1 – Bid Tabulation
3. Attachment 2 – Contract #19-50-30

COMMENTS:

The District sent Requests for Proposals on 11/15/19 to contractors from the Municipal Research Services Center Small Works Roster (MRSC Rosters - Roadway Construction, Repair & Maintenance – Asphalt Pavement Renewal). The District received six (6) responsive bids. The responsible bidder with the lowest responsive bid as defined in RCW 39.04.350 is Evergreen Asphalt & Concrete, Inc.

Staff is recommending Evergreen Asphalt & Concrete, Inc. to perform the Small Site Asphalt and Concrete Repair Work at different locations throughout the District.