

CONTRACT DOCUMENTS

FOR

2019 ASPHALT PATCHING (DISTRICT PROJECT #C1903)

Prepared 6/24/2019 for use with Small Works Roster

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Lake Whatcom Water & Sewer District

1220 Lakeway Drive
Bellingham, WA 98229
(360) 734-9224, (360) 738-8250 Fax



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Bellingham, WA 98229
(360) 734-9224, (360) 738-8250 Fax

ADVERTISEMENT FOR BIDS

Lake Whatcom Water and Sewer District ("District") will receive sealed Bid proposals for the following project:

TITLE: 2019 Asphalt Patching
(District Project #C1903)

ESTIMATED BASE BID COST RANGE: \$50,000 to \$75,000
(Not including sales tax)

SUBMITTAL TIME/DATE/LOCATION: Prior to 2:05 P.M. PST, Tuesday, July 23, 2019
Lake Whatcom Water and Sewer District
1220 Lakeway Drive
Bellingham, WA 98229
Public Bid Opening will commence at approximately
2:10 P.M. at the same location.

PRE-BID MEETING: A non-mandatory pre-Bid meeting will be held at the
District Office (1220 Lakeway Drive), at 10:00 A.M.
PST, Monday, July 15, 2019, for the purpose of
answering questions from prospective Bidders.

Plans and specifications can be downloaded at: www.lwwsd.org. Within 24 hours following the bid opening, Bidders may obtain Bid results at the same location.

Direct questions regarding this project to Bill Hunter, PE at Lake Whatcom Water and Sewer District, 1220 Lakeway Drive, Bellingham, WA 98229 (360) 734-9224.

Bidder Responsibility will be evaluated for this project. In determining Bidder responsibility, the Owner shall consider an overall accounting of the criteria set forth in "DIVISION 00300 SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA".

Lake Whatcom Water and Sewer District reserves the right to accept or reject any or all proposals and to waive informalities or irregularities.

INSTRUCTIONS TO BIDDERS

PART 0 – GENERAL CONDITIONS

0.1 EXPLANATION TO PROSPECTIVE BIDDERS

- A. A. In accordance with RCW 39.04.380 pertaining to a **Reciprocal Preference for Resident Contractors**, any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor.

A nonresident contractor from a state that provides a percentage bid preference means a contractor that:

1. Is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts; and
2. At the time of bidding on a public works project, does not have a physical office located in Washington.

The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed.

All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award.

This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.

- B. Any prospective Bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must submit a request in writing to the Architect/Engineer (A/E) not later than 7 calendar days before the Bid due date. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective Bidder concerning a solicitation will be furnished promptly to all other prospective Bidders by addendum to the solicitation, if that information is necessary in submitting Bids or if the lack of it would be prejudicial to other prospective Bidders.

0.2 PREPARATION OF BIDS – CONSTRUCTION

- A. Bids must be: (1) submitted on the Bid proposal forms, or copies of forms, furnished by the Owner or the Owner's agent, and (2) signed in ink. The person signing a Bid must initial each change appearing on any Bid form. If the Bid is made by a corporation, it shall be signed by the corporation's authorized designee empowered to make a binding

commitment for the corporation with the Bid. The address of the Bidder shall be typed or printed on the Bid form in the space provided.

- B. A complete set of Bidding Documents shall be used in preparing Bids; neither Owner nor A/E assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. Bidder shall be solely responsible for obtaining a complete set of Bidding Documents and relying on same for Bid preparation.
- C. The Bid form may require Bidders to submit Bid prices for one or more items on various bases, including: (1) lump sum base Bid; (2) lump sum Bid alternate prices; (3) unit prices; or (4) any combination of items (1) through (3) above.
- D. If the solicitation includes alternate Bid items, failure to bid on the alternates may disqualify the Bid. If Bidding on all items is not required, Bidders should insert the words “no bid” in the space provided for any item on which no price is submitted.
- E. Substitute Bid proposals will not be considered unless this solicitation authorizes their submission.

0.3 BID GUARANTEE

- A. When the sum of the base Bid plus all additive Bid alternates is \$35,000.00 or less, Bid security is not required.

When the sum of the base Bid plus all additive alternates is greater than \$35,000.00, a Bid guarantee in the amount of 5% of the base Bid amount including Washington State Sales Tax (WSST) is required. Failure of the Bidder to provide Bid guarantee when required shall render the Bid non-responsive.

- B. Acceptable forms of Bid guarantee are: A Bid bond on Lake Whatcom Water and Sewer District’s Bid bond form (Section 00310 Bid Bond), or postal money order, or certified check or cashier’s check made payable to Lake Whatcom Water and Sewer District (collectively “Bid Guarantee”).

The Owner will return the Bid Guarantee (other than Bid bond) to unsuccessful Bidders as soon as practicable, but not sooner than the execution of a contract with the successful Bidder. The successful Bidder’s Bid guarantee will be returned to the successful Bidder with its official notice to proceed with the work of the contract.

- C. The Bidder will return to the Owner a signed contract, insurance certificate and bond or bond waiver within 15 days after receipt of the contract. If the apparent successful Bidder fails to sign all contractual documents or provide the bond and insurance as required or return the documents within 15 days after receipt of the contract, the Owner may terminate the award of the contract and retain the Bid Guarantee.

D. In the event a Bidder discovers an error in its Bid following the Bid opening, the Bidder may request to withdraw its Bid under the following conditions:

1. Written notification is received by the Owner within 24 hours following Bid opening.
2. The Bidder provides written documentation of the claimed error to the satisfaction of the Owner within three (3) business days following the Bid opening.

The Owner will approve or disapprove the request for withdrawal of the Bid in writing. If the Bidder's request for withdrawal of its Bid is approved, the Bidder will be released from further obligation to the Owner without penalty. If it is disapproved, the Owner may retain the Bidder's Bid Guarantee.

E. The Bidder shall provide a Bid bond using an industry standard form. To be considered adequate the Bid bond must be signed by Bidder or surety, include Power of Attorney, and be for this project and Bidder.

0.4 ADDITIVE OR DEDUCTIVE BID ITEMS

The low Bidder, for purposes of award, shall be the responsive Bidder offering the low aggregate amount for the base Bid item, plus additive or deductive Bid alternates selected by the Owner, and within funds available for the project.

0.5 ACKNOWLEDGEMENT OF ADDENDA

Bidders shall acknowledge receipt of all addenda to this solicitation by identifying the addenda numbers in the space provided for this purpose on the Bid proposal form. Failure to do so may result in the Bid being declared non-responsive.

0.6 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

The Bidder acknowledges that it has taken steps necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and road; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during the Work. The Bidder also acknowledges that it has satisfied itself as to character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner, as well as from the drawings and specifications made a part of this Contract. Finally, the Bidder acknowledges that it has become familiar with federal, state and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work. Any

failure of the Bidder to take the actions described and acknowledged in this paragraph will not relieve the Bidder from responsibility for estimating properly the difficulty and cost of successfully performing the Work.

0.7 BID AMOUNTS

- A. The Bid prices shown for each item on the Bid proposal shall include all labor, material, equipment, overhead and compensation to complete all of the work for that item.
- B. The actual cost of building permit, right-of-way revocable encroachment permit, and other local government permits required to complete the project, along with the public utility hookup fees, will be a direct reimbursement to the Contractor or paid directly to the permitting agency by the Owner. Fees for these permits should not be included by the Bidder in the Bid amount.
- C. The Bidder agrees to hold the base Bid and alternate prices open for acceptance by the Owner for sixty (60) days from date of Bid opening.
- D. Unit prices shall not be excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Owner. An unbalanced bid item could render the proposal irregular and constitute grounds for rejection of the Bid.

0.8 TAXES

The Bid amounts shall not include Washington State Sales Tax (WSST). All other taxes imposed by law shall be included in the Bid amount. The Owner will include WSST in progress payments. The Contractor shall pay the WSST to the Department of Revenue and shall furnish proof of payment to the Owner if requested.

[NOTE: Contractor must provide a payment bond pursuant to RCW 39.08.101 in amount of the Contract Sum plus the WSST.]

0.9 SUBMISSION OF BIDS

- A. Bid Proposals must be submitted on or before the time specified in the Advertisement for Bids. All Bids must be made on the Bid Proposal Form, and be accompanied by a Bid Bond or other acceptable Bid Guarantee, along with any supplementary Bid forms. All blank spaces for Bid prices must be filled in with ink or typewritten, and the Bid forms must be fully executed when submitted.
- B. If the base Bid and the sum of the additive alternates is estimated by the Owner to be one million dollars or more, the Bid Proposal shall comply with the following requirements:
 - 1. Pursuant to RCW 39.30.060, if the base Bid and the sum of the additive alternates is one million dollars or more, the Bidder shall provide names of the Subcontractors with whom the Bidder will subcontract for

performance of heating, ventilation and air conditioning (HVAC), plumbing, and electrical.

2. The Bidder can name itself for the performance of the work.
3. The Bidder shall not list more than one Subcontractor for each category of work identified UNLESS Subcontractors vary with Bid alternates, in which case the Bidder must indicate which Subcontractor will be used for which alternate.
4. Failure of the Bidder to submit as part of the Bid the NAMES of such Subcontractors or to name itself to perform such work shall render the Bidder's Bid nonresponsive and, therefore, void.

C. The Bid Proposal shall be submitted in a sealed envelope addressed to the office specified in the Advertisement for Bids. The envelope shall have printed on the outside:

1. The project title.
2. The name and address of the Bidder.
3. Identification as Bid Proposal.

D. Prior to the Bid opening, the Owner's representative will designate the official Bid clock. Any part of the Bid proposal or Bid modification not received prior to the times specified, per the designated Bid clock, will not be considered and the Bid will be returned to the Bidder unopened.

E. A Bid may be withdrawn in person by a Bidder's authorized representative before the opening of the Bids. Bidder(s) representative will be required to show ID and sign on Bid summary sheet before it will be released.

0.10 BID RESULTS

After the Bid Opening, Bidders may obtain Bid results from the District office by calling (360) 734-9224 or by downloading the Bid tabulation from www.lwwsd.org. Bid results may also be obtained from the A/E.

0.11 LOW RESPONSIBLE BIDDER

A. Mandatory Responsibility Criteria: Before award of the Contract, a Bidder must meet the following mandatory responsibility criteria under RCW 39.04.350(1) to be considered a responsible Bidder and qualified to be awarded the Contract for this public works project. The Bidder must:

1. At the time of Bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington as required in Title 51 RCW; a Washington Employment Security Department number as required in Title 50 RCW; and a Washington Department of Revenue state excise tax registration number as required in Title 82 RCW;
4. Not be disqualified from Bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
5. If Bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington State apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the Bid solicitation;

Have received training on the requirements related to public works and prevailing wage in 39.12 RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its web site. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption; and

6. Within the three-year period immediately preceding the date of the bid solicitation, not have been 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 to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

- B. **Supplemental Responsibility Criteria:** In addition to the mandatory Bidder responsibility, the Owner will consider an overall accounting of the attached "DIVISION 00300 SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA".

Following the Bid opening, upon Owner's request, the apparent low Bidder(s) must supply the information requested in DIVISION 003000 SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA, within two (2) business days of request by Owner. Withholding information or failure to submit all the information requested within the time provided shall render the Bid non-responsive.

The Owner will make a determination whether or not the apparent low Bidder is responsible, taking into account all the information submitted by the apparent low Bidder(s) in response to this request. The Owner will notify the Bidder of its determination in writing, including the reasons for its determination.

Within three (3) days after receipt of the determination, if the Bidder is determined not responsible, the Bidder may withdraw its Bid or request an appeal hearing. The Bidder may also present additional information pursuant to RCW 39.04.350 (2)(d).

If the Bidder requests an appeal hearing, the Owner will schedule said hearing at a Board of Commissioner meeting, to be heard not later than two (2) weeks after receipt of Bidder's request. The appeal hearing members will be the Board of Commissioners. The Board will issue a Final Determination after reviewing information presented at the appeal hearing. If the Final Determination affirms that the Bidder is not responsible, the Owner will not execute a Contract for the Project with any other Bidder until two (2) business days after the Bidder determined to be not responsible has received the Final Determination. The Final Determination is specific to this Project, and will have no effect on other or future projects.

- C. Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria required in these Bidding Documents may make or submit requests to the Owner to modify the criteria. Such requests should be in writing, describe the nature of the concerns, and proposed specific modifications to the criteria that will make the criteria more relevant or less restrictive of competition. Bidders shall submit any such request seven (7) days prior to the Bid submittal deadline and address the request to the Lake Whatcom Water & Sewer District General Manager.

0.12 "SUBCONTRACTOR RESPONSIBILITY CRITERIA"

- A. In accordance with RCW 39.06.020 the Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following Bidder responsibility criteria:
 - 1. 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 subcontract Bid submittal;
 - 2. Have a current Washington Unified Business Identifier (UBI) number; and if applicable, have:

- a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
3. Not be disqualified from Bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
 4. Have received training on the requirements related to public works and prevailing wage in 39.12 RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its web site. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption; and

0.13 CONTRACT AWARD

A. The Owner will evaluate Bids responsiveness and responsibility.

1. A Bid will be considered responsive if it meets the following requirements:
 - a. It is received at the proper time and place.
 - b. It meets the stated requirements of the Bid proposal.
 - c. It is submitted by a licensed/registered contractor within the State of Washington at the time of Bid opening and is not banned from Bidding by the Department of Labor and Industries.
 - d. It is accompanied by a Bid Guarantee, if required.
2. A Bid will be considered responsible if it meets the following requirements:

- a. It meets the mandatory responsibility criteria established in RCW 39.04.350 and an overall accounting of the supplemental responsibility criteria established for the project.

- B. The Owner reserves the right to accept or reject any or all Bid proposals and to waive informalities or irregularities at its discretion and to accept the Bid which Owner deems to be in its best interest. The lowest Bid will not necessarily be accepted. Without in any way limiting the generality of the foregoing, any Bid may be rejected by Owner in its sole discretion for any of the following reasons:
 - 1. Incomplete Bid.
 - 2. Obscured or irregular erasures or corrections.
 - 3. Prices omitted or unbalanced.
 - 4. Evidence of inadequate experience of Bidder
 - 5. Evidence of inadequate capacity of Bidder
 - 6. Failure to qualify under condition of Bidding Requirements
 - 7. Evidence of previous failure to adequately perform work
 - 8. Insertion by Bidder of conditions which vary from the Bidding Requirements or Bid Forms.

- C. No action of the Owner other than a written “Notice of Acceptance,” signed by an official properly authorized to execute same by the Owner, shall constitute an acceptance of a Bid.

- D. The apparent low Bidder(s), for purpose of award, shall be the responsive Bidder(s) offering the low aggregate amount for the base Bid plus selected additive or deductive Bid alternates and meeting all other Bid submittal requirements.

- E. **Reciprocal Preference for Resident Contractors.** For a public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a Comparable Percentage Disadvantage (CPD) will be applied to the bid of that nonresident contractor. The CPD is the in-state contractor percent advantage provided by the contractor’s home state.

For the purpose of determining the successful bidder, multiply the nonresident contractor bid amount by the CPD. The “bid amount” shall be the total of the base bid and all accepted alternate bid items. The product of the bid amount multiplied by the CPD shall be the CPD Total. The CPD Total shall be added to the nonresident contractor bid amount which shall equate to the Nonresident Disadvantage Total. The Nonresident Disadvantage Total shall be compared to the Washington contractor bid amounts. The bidder with the lowest total shall be the successful bidder. See example below.

EXAMPLE: Alaska Nonresident Contractor Bid Amount	\$100,000
<u>Multiplied by the Alaska CPD</u>	<u>x 0.05</u>
Alaska CPD Total	\$ 5,000

Alaska Nonresident Contractor Bid Amount	\$100,000
Alaska CPD Total	\$ 5,000
Nonresident Disadvantage Total	\$105,000*

* Note: If the Nonresident Disadvantage Total is lower than all other Washington contractor bid amounts, the Alaska Nonresident Contractor is the successful bidder and will be awarded a contract for the bid amount of \$100,000. If the Nonresident Disadvantage Total is higher than a Washington contractor bid amount, the successful Washington bidder will be awarded a contract for the bid amount.

- F. The Contract will only become effective when signed by both the Contractor and the Owner. Prior to the Owner's signature, any and all costs incurred shall be the sole responsibility of the Bidder.
- G. In the event of a tie low Bid between responsive and responsible Bidders, the Contract will be awarded by random method. The random method will be performed at a District public meeting, where a District commissioner will pull a winner from a hat containing the names of tie Bidders.

0.14 DOCUMENTS (ATTACHED)

- A. Advertisement for Bids
- B. Supplemental Bidder Responsibility Criteria
- C. Bid Bond form
- D. Bid Proposal
- E. Payment Bond form
- F. Performance Bond form
- G. Retainage Bond form
- H. Washington State Prevailing Wage Rates (by reference)
- I. Water & Sewer Risk Management Pool (WSRMP): Builder's Risk – Hazard Evaluation Guide (FS-01-10)

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

Following the Bid opening, upon Owner’s request, the apparent low Bidder(s) must supply the requested information as identified herein within two (2) business days of request by Owner. Withholding information or failure to submit all the information requested within the time provided shall render the Bid non-responsive.

The Owner will make a determination whether or not the apparent low Bidder is responsible, taking into account all the information submitted by the apparent low Bidder(s) in response to this request. The Owner will notify the Bidder of its determination in writing, including the reasons for its determination. Within three (3) days after receipt of the determination, if the Bidder is determined not responsible, the Bidder may withdraw its Bid or request an appeal hearing. The Bidder may also present additional information pursuant to RCW 39.04.350 (2)(d). If the Bidder requests an appeal hearing, the Owner will schedule said hearing at a Board of Commissioner meeting, to be heard not later than two (2) weeks after receipt of Bidder’s request. The appeal hearing members will be the Board of Commissioners. The Board will issue a Final Determination after reviewing information presented at the appeal hearing. If the Final Determination affirms that the Bidder is not responsible, the Owner will not execute a Contract for the Project with any other Bidder until two (2) business days after the Bidder determined to be not responsible has received the Final Determination. The Final Determination is specific to this Project, and will have no effect on other or future projects.

The following supplemental Bidder responsibility criteria and requested supporting documentation are established for this Project. To be responsible, a Bidder must substantially meet the responsibility criteria established below.

1. Workload Capacity

Current Workload Capacity Criterion:

The Bidder’s concurrent and projected workload during the life of this Contract should not exceed 150% of the actual contracted workload over the previous 12 month period unless the Bidder can demonstrate to the Owner’s satisfaction that it has the capacity to assume the additional work of this Project, provide adequate staffing, and meet Project demands.

- Current Workload Documentation:

Provide a list of all construction contracts \$100,000 and above your firm has in progress and those projected to commence during the next 9 months, giving the name of project; name, address, and phone number of owner and architect/engineer; contract amount; percentage complete, and scheduled completion date. Failure to list all projects shall render the Bid non-responsive.

List the current and projected workload for the next 12 months including this Contract, expressed in total contract value. \$ _____

List actual contracted workload for the previous 12 months expressed in total contract value. \$ _____

2. Previous Experience

Previous Experience Criterion:

The Bidder should have experience over the most recent past five (5) years with successfully completing public works projects similar in size and complexity to the current Project. The Contractor's Superintendent and Project Manager should also have experience within the past five (5) years successfully managing to completion public works projects of similar size and complexity to the current Project.

Previous Experience Documentation:

- Experience of Contractor: Provide a list of public works construction contracts similar in size and complexity your firm has completed in each of the past five (5) years, giving the name of the project, name, address, and phone number of owner, and architect/engineer, contract amount, date of completion, and percentage of the cost of the work performed with your own forces. This information will be used for references.
- Experience of Superintendent: Submit resume and references of the person proposed by the Bidder to superintend the work. Resume and references should demonstrate Superintendent has managed public works projects of similar complexity and similar size, and successfully completed the project(s) within the last five (5) years.
- Experience of Project Manager: Submit resume and references of the person proposed by the Bidder to manage the project. Resume and references should demonstrate Project Manager has managed public works projects of similar complexity and similar size, and successfully completed the project(s) within the last five (5) years.

3. Ability to Perform Within Time Specified

Ability to Perform Criterion:

Bidder should have a demonstrable recent track record of completing public works projects on time.

Ability to Perform Documentation:

- Contractor's Ability to Meet the Project Schedule Provide a list of public works construction contracts similar in size and complexity by title, original contract time, and change order time extensions completed within the past five (5) years. Bidders shall document that it achieved substantial completion of these projects of similar size and scope within no more than 105% of the originally allowed contracted duration adjusted for change orders. References and current contact information for owners and architect/engineers on each project listed should be provided

BID BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that _____ the
CONTRACTOR, hereinafter known as PRINCIPAL, and _____ hereinafter
known as SURETY, are held and firmly bound to the Lake Whatcom Water and Sewer District hereinafter known as
OWNER, in the penal sum of _____

_____ dollars (not less than 5% of Base Bid plus Additive Alternates including Washington State Sales Tax) for the
payment of which sum well and truly to be made, we do jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns firmly by these presents.

WHEREAS, the PRINCIPAL has submitted a Bid for

(Project Title): _____

NOW, THEREFORE, the condition of this obligation is such that if the OWNER accepts the Bid of the
PRINCIPAL, and

- a. the PRINCIPAL executes such Contract Documents required by the terms of the Bid and provides required
bonds for the performance of the Contract and for the prompt payment of labor and material furnished for
the project as may be specified in the Bid then this obligation is satisfied, or
- b. in the event of the failure of the PRINCIPAL to execute such Contract Documents and provide such Bonds
required by the terms of the Bid, the PRINCIPAL shall pay and forfeit to the OWNER the full penal sum
hereof, then this obligation shall be null and void; otherwise this obligation remains in full force and effect
and the SURETY shall forthwith pay and forfeit to the OWNER, as a penalty and liquidated damages, the
amount of this bond.

SIGNED, SEALED AND DATED THIS _____ day of _____, 20_____.

PRINCIPAL

SURETY

By

By

Title

Title

Address of PRINCIPAL

Address of SURETY

Note: If PRINCIPAL is Partnership, all Partners should execute bond. Surety companies executing bonds must
appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to
transact business in the State of Washington. A power of attorney must be provided which appoints the
SURETY's true and lawful attorney-in-fact to make, execute, seal and deliver this bond.

Project Name: 2019 Aspalt Patching (District Project #C1903)

Name of Firm: _____

**LAKE WHATCOM WATER AND SEWER DISTRICT
1220 LAKEWAY DRIVE
BELLINGHAM, WA 98229**

BID PROPOSAL

In compliance with the contract documents, the following bid proposal is submitted:

BASE BID

Item	Description	Quantity	Unit	Unit Price	Amount
1	Traffic Control	1	LS	NA	\$
2	Asphalt Saw Cutting	349	LF		\$
3	Excavate Patches to Specified Depth and Dispose of Materials	20	CY		\$
4	2" Compacted Depth Asphalt Patch	2482	SF		\$
5	2.5" Compacted Depth Asphalt Patch	162	SF	\$	\$
6	4" Compacted Depth Asphalt Patch, Compacted in 2" Lifts	271	SF	\$	\$
7	Crushed Surfacing Top Course	1	CY	\$	\$

TOTAL BASE BID	\$
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(do not include Washington State Sales Tax)

Project Name: 2019 Asphalt Patching (District Project #C1903)

Name of Firm: _____

The Owner reserves the right to accept or reject any or all Bid prices within sixty (60) days of the Bid date.

Time for Completion

The undersigned hereby agrees to substantially complete all the Work (and accepted alternates) **within 90 calendar days** after the date of Notice to Proceed; and to achieve Final Completion within **30 calendar days** of Substantial Completion.

*****Work Window Limitation***** Seasonal clearing activity limitations established by Whatcom County Code 20.51.410 are in force. Clearing activity, which includes trench excavation/backfill and other land disturbance, that will result in exposed soils exceeding 500 square feet are not permitted from October 1 through May 31. Whatcom County measures the total project land disturbance area to determine the square footage threshold, not individual work sites or sequential trenching/backfill. **To meet this requirement the contractor must complete all excavation and land disturbance activities on the project between May 31 and October 1, except for the last 500 square feet.**

Liquidated Damages

The undersigned agrees to pay the Owner as liquidated damages the sum as specified in the General Conditions for each consecutive calendar Day that is in default after the Contract Time(s). Liquidated damages shall be deducted from the contract by Change Order or from the Contractor's application for payment as determined by Owner in its sole discretion.

Receipt of Addenda

Receipt of the following addenda is acknowledged:

Addendum No. _____ Addendum No. _____ Addendum No. _____
Addendum No. _____ Addendum No. _____ Addendum No. _____

Applicable Prevailing Wage Rates

State of Washington prevailing wage rates for this public works project located in Whatcom County may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **July 23, 2019**. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 1220 Lakeway Drive, Bellingham, Washington. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

Bid Submittal Checklist

- ___ 00410 Bid Proposal (this form)
- ___ Bid Guarantee (00310 Bid Bond or other type of Bid Guarantee)

Project Name: 2019 Asphalt Patching (District Project #C1903)

Name of Firm: _____

Name of Firm _____

NOTE: *If Bidder is a corporation, write State of Incorporation; if a partnership, give full names and addresses of all parties below.*

Non-Collusion Declaration: By signing below, I hereby declare that I, firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action restraining free competitive bidding for this project.

In addition, by signing below I hereby declare that: Within the three-year period immediately preceding the date of the bid solicitation, I, firm, association or corporation has (have) not have been 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 to have willfully violated, as defined in RCW49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

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

Signed by _____, Official Capacity _____

Print Name _____

Date of Execution _____

Place of Execution _____

Address _____

City _____ State _____ Zip Code _____

Telephone _____ FAX _____

State of Washington Contractor's License No. _____

Federal Tax ID # _____ e-mail address: _____

Employment Security Department No. _____

WATER & SEWER RISK MANAGEMENT POOL

[WSRMP]

INSURING WASHINGTON'S WATER AND SEWER UTILITIES SINCE 1987

Builder's Risk - Hazard Evaluation Guide for Projects > \$100,000

(FS-01-10)

How to Use this Guide

Best risk management practice indicates that Districts and their project management representatives should require contractor's awarded a project to submit a written site specific loss control plan (SSLCP) for projects with a constructed value of \$100,000 or greater. Builder's Risk hazard risk control procedures must be included in each contractor's loss prevention plan and submitted for review by the District. Districts are provided Builders Risk insurance through WSRMP which puts them in a much better negotiating position to contractually require that best practices be followed to control Builders Risk exposures. This guide can be used by member Districts to evaluate whether each element is covered in the general contractor's document submittals.

If a member District does not have such a Builder's Risk checklist they may want to provide the Prime Contractor a copy of the attached checklist after bid award to help the Prime Contractor know what the District expects should be in a good SSLCP.

If a SSLCP is included by reference as part of the construction contract then during the course of construction, when deviations occur from the loss control plan the owner is not directing the construction work but is only enforcing the contract.



If you have further questions about Builders Risk and Course of Construction Risk Management please call WSRMP at 425-452-9750 or email larryb@wsrmp.org

Builders' Risk (FS-01-10)

(Course of Construction Loss Control Guidance on Preparation of Site-Specific Loss Control Plans)

Introduction

This guide was prepared for building construction and other structures, during the course of construction, including the planning, site preparation, and erection/installation periods. Its focus includes loss prevention suggestions in the areas of management practices, fire and engineering planning, site security, off-site security, and construction practices. It is designed to consider property damage exposures rather than employee or public safety.

Structures in the course of construction are susceptible to substantial loss. Many of these losses, not including damage caused by environmental causes, could and should be prevented through management attention to the areas contained in this guide.

The topics covered in this document are intended to provide an overall awareness of the major exposures and hazards associated with District member construction risks. It is not possible to treat any of these subjects in an exhaustive manner. While the information and recommendations provided cannot guarantee a loss free environment, they should contribute to the control of losses. Adapt these guidelines to project requirements and site-specific conditions.

SITE SECURITY

General Premises Protection and Control

- a) Develop job site security plan and assign security responsibilities.
- b) Contact police authorities and solicit aid of neighbors to watch site.
- c) Require reports of theft and vandalism and maintain complete records thereof.
- d) Encourage employees to suggest and assist in solving problems.
- e) Consider utilizing a reputable security service with communication equipment to minimize incidence of fire, theft and vandalism.
- f) Include security staff representatives as part of pre-construction and emergency planning meetings.

Theft and Vandalism

- a) Enclose job site with an eight-foot chain link fence. If fencing is not practical, establish a fenced, well-lighted compound on the site for containment of essentials such as equipment and building materials, as well as the construction trailer.
- b) Provide adequate but limited access with locking gates. Have a construction trailer at gate.
- c) Locks should be of high quality and should remain locked at all times. Keys should be accessible only to appropriate personnel.
- d) Check out site before leaving for the day.
- e) Provide elevated nighttime lighting.
- f) Utilize around the clock security guards.
- g) Install alarm systems on trailers and storage sheds.

Equipment, Tools and Materials

- a) Establish an inventory control program and check out system for tools and material.
- b) Mark all tools and materials in distinctive manner.



- c) Lock all equipment cabs during non-working hours, and monitor key control program.
- d) Disable equipment by removing battery, distributor cap or rotor, chain equipment together, and position mobile equipment to block vulnerable items. Lock oil, gas and hydraulic caps.
- e) Secure tools in locked storage shed or trailer.
- f) Make one person responsible to sign for deliveries or materials and verify same.
- g) Keep inventory of materials to a minimum and store away from perimeter fencing.
- h) Control on site parking in designated areas to necessary vehicles and locate employee-parking remote from job site fence.

Security Service

- a) Determine level of protection required by location, exposure to natural perils, and nature of on-site exposures.
- b) Specify requirements to professional security service provider.
- c) Consider these elements of security service:
 - i. Site ingress and egress.
 - ii. Local and remote control reporting.
 - iii. Site Patrolling.
 - iv. Requirements during all types of emergency plans, including use and activation of emergency equipment.
 - v. Quality of on-site communications.
 - vi. Quality of off-site communications for public fire and police assistance.
 - vii. Knowledge and experience of service for type of construction.
- d) Identify authority level of security service. All contractors on the site should understand such authority.

OFF-SITE SECURITY

Storage Yards and Lots

- a) Provide adequate lighting, fencing, and watchmen service and/or camera supervision.

- b) Do not store machinery and materials of high value or any property susceptible to damage by weather conditions at these off-site locations.
- c) Avoid areas subject to flooding, earth slide and other natural perils.

Assembly Locations

- a) Select reputable contractor when off-site assembly of machinery/equipment is required and obtain certificates of insurance from the contractor.
- b) Pre-plan and coordinate off-site assembly of required items to maximize workflow procedures and minimize storage exposures.

Warehouses

- a) Arrange purchasing/delivery to minimize need for prolonged storage periods.
- b) Maintain effective inventory procedures for checking items received and removed from storage.
- c) Provide adequate physical protection and controls against loss by fire, theft and vandalism.
- d) Develop a fire prevention program that includes both private and public protection.
- e) Ensure storage arrangements conform to applicable standards and maintain adequate access.
- f) When a public warehouse facility is used, it should be reputable, financially responsible and in good physical condition with adequate protection.
- g) Identify acceptable warehouse locations during preplanning process to facilitate selection if need arises.

Transit

- a) Ensure proper equipment used for transporting property (e.g. low boys, flat beds, and vans).
- b) Pre-plan route to avoid low overpasses, bridges with weight restrictions, etc.

- c) Schedule delivery to job site to minimize storage exposures prior to installation.
- d) Comply with special regulations and practices when transporting wide loads.
- e) Secure items properly for transit and protect them from the weather.
- f) Avoid overnight runs with unattended parking exposures whenever possible.
- g) Avoid temporary dropping of trailer with load outside actual job site.
- h) Arrange delivery at job site when designated personnel are available to accept load.
- i) Assure proper handling equipment at job site for safe unloading upon arrival.
- j) Assure adequate access to job site (e.g.: clearance of streets and overheads, stability of ground ramps).
- k) Inspect load and sign bill of lading upon receipt from carrier noting any shortages or damages.
- l) Determine who has title to property in transit to avoid disputes after a loss.

HOISTING AND RIGGING

- a) When hoisting or rigging is necessary, use a licensed, capable rigger and obtain certificates of insurance from the rigger.
- b) Follow the manufacturers' recommended procedures when loading/unloading equipment and materials.
- c) Engineer all critical loads to be hoisted. Do not rely on invoice weights, when accurate weights are critical to the hoist.

FIRE PROTECTION / HAZARD PREVENTION

The potential for serious fire damage is often greater during the course of construction than after the building is completed. The lack of fire proofing on structural members, lack of cut offs, accumulations of combustibles, temporary heat and hot processes, coupled with incomplete fire protection systems such as alarms, standpipes and sprinklers create this vulnerability.

The following guidelines will help reduce the potential of a fire during construction and will help to provide a framework for fire control should a fire occur.

Management Responsibilities

- a) Establish accountability AND responsibilities.
- b) Implement prevention/protection programs.

Fire Prevention

- a) Organize safe storage of materials.
- b) Remove packing materials, combustible form work and other trash regularly. Do not allow trash to accumulate on the site.
- c) Welding and cutting operations should be conducted safely, away from combustible materials. A fire watch should be posted in the area during operations and for 30 minutes after hot work is completed. Protect exposed, immovable combustibles.
- d) Tar kettles should be located outside the building, safely away from combustibles.
- e) Temporary heat should be provided by UL listed equipment, which is properly installed. Bonfires and drum fires should be prohibited.
- f) Spare gas cylinders should be stored upright with valve cover in place. Cylinders should be stored in a cool area and should be secured to prevent tipping.
- g) Fuel gases should be stored away from oxidizing gases.
- h) Flammable liquids should be limited in quantity to that necessary for operations. Bulk storage should be in stable, diked tanks or properly marked safety cans located away from source of ignition and physical damage.
- i) Only flame resistant tarpaulins should be used.
- j) Temporary offices and tool sheds should be located outside the building. If such structures are erected inside the building, construction should be of non-combustible material and sprinkler protection should be provided.
- k) Temporary electrical service and circuits should be installed in accordance with the National Electrical Code.
- l) Temporary heating devices such as LPG fueled jet heaters should be UL listed and located a safe distance from any combustible materials.

Public Protection

- a) Job site access for fire department usage, including access to all sides of the structure should be provided and maintained throughout the period of construction.
- b) Water supply should be adequate, reliable and accessible for all areas of the job site. Notify proper authority as soon as fire hydrants, standpipes or similar devices become available so they can inspect and test as appropriate.
- c) Fire protection systems should be expedited and should be with hose connection completed and placed in service on each floor as early as possible during construction.
- d) Temporary sprinkler system should be provided in areas where hazards warrant.
- e) For high-rise buildings, extend a serviceable standpipe up and provide at least one 2 1/2" hose outlet on each floor. Locate top hose outlet not more than one floor below the highest area containing combustibles. Provide a readily accessible fire department connection outside at street level.
- f) Properly maintained fire extinguishers should be provided in all office sheds, tool sheds, etc., and on each floor of the building.
- g) Security services should be provided during all idle hours. Security guards should patrol the construction site regularly and should record rounds on a watch clock.
- h) Provide communication capabilities with the public fire department.
- i) Fire walls protecting horizontal and vertical openings should be completed as early as possible during construction.
- j) An emergency organizational plan should be established to call the fire department, implement fire fighting measures, and take action to limit the damage should a fire occur. Furnish site plan to fire department showing access points to the site and critical storage areas, such as flammable liquids and solids.
- k) Arrange periodic on-site visits by fire department.

CONSTRUCTION PRACTICES

Consideration of the types, methods and features of construction are significant aids in evaluating the loss potential of builder's risks. The many practices must be compatible and complementary to minimize or avoid loss, always bearing in mind that changes in design should be approved by the design engineer and project manager. Offered here are some guidelines to help control this exposure.

COMPONENT CONSIDERATIONS

To properly evaluate the general exposure to any structure, one should evaluate the key components that make up the project, e.g. foundation, frame, roof. It may be desirable to employ specialists, e.g. special rigging, post tensioning or specialized concrete placement. Bear in mind that soil and foundation engineers are not always used. During all phases of construction and development, supervision by specialized, experienced engineers and contractors is critical to assure proper communication and continuity of design.

Foundations

Hazard: Improper design or workmanship can result in abnormal settlement, which can affect the integrity of the completed structure.
Suggestion: In more complex foundation situations, utilize test piles to verify capability. Maintain adequate de-watering capability (especially in deeper foundations or cast in place piles or caissons). Require contractor to report unusual soil conditions from the expected, especially compressible soils or voids.

Structural Support

Hazard: Improperly erected structural support can result in extensive repairs or even total collapse of the structure.
Suggestion: The design engineer should be represented at the site in order to assure the contractor's understanding of the

construction details such as expansion joints, erection sequence, and temporary support requirements. Utilize specialist contractors as necessary.

Facades

Hazard: Improperly constructed facades can result in personal hazard (falling objects) as well as threaten the water, weather and insulation integrity of the building.

Suggestion: It is essential that a qualified specialist contractor be utilized as well as any specialized erection guidance.

Roof Structures

Hazard: Failure of roof systems to maintain water integrity as well as load capability can result in water damage to interiors as well as collapse.

Suggestion: Inspections should include tests for adequate expansion as well as water removal capability (to avoid pounding).

TECHNIQUES AND TYPES OF CONSTRUCTION

Contractors use a variety of techniques to perform the various types of construction required by building designers. While the type of structure will determine the basic material (e.g. concrete, reinforced concrete, and structural steel), the contractor often has a number of options in choosing the respective technique. In order to avoid these hazards of specialized work, it is recommended that only experienced, specialized contractors be used. Some of these techniques and their considerations are:

Concrete Placement

Hazard: Improperly placed or poor quality concrete can often result in a member that is structurally weak or overstressed (excessive shrinkage). This can lead to extensive remedial repairs or catastrophic collapse of an entire structure.

Suggestion: Require independent inspection of incoming concrete as well as observation

of contractor placement. Additional tests of samples should be made to verify ultimate strength. Pouring sequence should be arranged to minimize setting shrinkage of the overall member and assembly. Shoring equipment should have a safety factor based on accepted testing procedures. During and after the pour, there should be continuous inspection of the shoring system so that any movements can be adjusted immediately.

Flying Forms

Hazard: Aside from the damage, which may occur to the forms themselves during the moving operation, the major concern is the collapse hazard. This can result, either from the removal of the forms before proper curing of the concrete or the structural failure of the flying forms themselves.

Suggestion: The forms should be designed for the specific job and the manufacturer's specification should be followed in the assembly and pouring of the concrete within designated safe capacities. Recommended capacities are for new equipment, therefore, after each concrete placement, all parts of the forms should be inspected and any dents, cracks, broken welds, etc., should be repaired or the part replaced.

Tilt-Up and Precast Wall Construction

Hazard: Usual rigging exposures when panels are lifted into place. Until the roof is in place, there is a critical period when the walls are highly susceptible to wind or other accidental damage.

Suggestion: Properly approved and engineered rigging plans should be drawn and not altered without the engineer's approval. Once in place, panels must be properly braced against wind or lateral movement. Temporary bracing should be carefully designed, recognizing not only the normal wind factors for the area, but also allowing for unexpected high winds which could be encountered. Construction of the bracing should follow manufacturer's recommendations and be closely supervised.

Slurry Wall Excavation

Hazard: This technique can result in collapse or ground sliding when improperly performed.

Suggestion: Utilize only experienced specialist contractors for this work.

Other Techniques Which Require Specialized Contractor Experience

Slip Forming
Jump Forming
Post Tensioning

Fast Track Construction

Hazard: Changes to design during construction, which are not properly coordinated, can cause damage or even structural collapse.

Suggestion: Require continuous monitoring of construction as well as changes by the design engineers to assure proper communication as well as continuity of design.

CONTRACTOR DESIGN/BUILD EXPERIENCE

Since all design work is not done by the architect/engineer, some additional considerations are:

Reinforced Concrete

Hazard: Improper design of form work causing collapse of uncured concrete. Also there is the possibility of collapse due to improper detailing of reinforcing steel.

Suggestion: Require contractor qualification or require subcontract to qualified specialty contractor.

Cofferdam/Retaining Wall

Hazard: Collapse due to improper design.

Suggestion: Have specialized and detailed design reviewed by project design engineer.

Rigging Design

Hazard: Damage due to collapse of component or system during specialized rigging operations.

Suggestion: Require design engineers to review critical work (rigging plans) as well as utilize specialized, experienced and qualified contractor.

NATURAL PERILS

Earthquake

Refer to applicable building codes to determine seismic zone (0, 1, 2, 3, 4,) and anticipated earthquake intensity, if any, for the location.

Identify any fault, fault length, date and maximum magnitude of a seismic event. Also check seismic history for frequency of events.

Consider pre-construction site conditions determined that could be affected by seismic activity.

- a. Terrain: Topography of land, bodies of water.
- b. Geologic formation and soil conditions: bedrock type, thickness and type of overburden, water table, filled ground.
- c. Ground site response: compaction, landslides, liquefaction, uplift or displacement along a fault.

Emergency plans in event of seismic activity should include: availability of cranes, site protection, utilities outages, vandalism and theft protection, and transportation of injured to nearest hospital clinic or aid station. Construction in known seismic zones should conform to that zone's requirements and should be verifiable through the architect's/engineer's plans and specifications.

Flood

Determine if location is in 100-year flood plain. On line resources are available to estimate flood zones.

Consider local site conditions that could induce flash flooding such as: up-slope exposures, gullies, washes, dams, reservoirs, water impoundment on site or adjacent site, existing drainage facilities for overloading by flash flooding or unusual rains.

Make chronological inventory of materials, building equipment installed and to be installed, construction equipment and electrical facilities.

Establish plan to monitor weather forecasts 24 hours per day to identify need to move equipment or materials to higher elevations or safer locations.

Windstorm

Determine meteorological history of the area including known losses.

Check for local prevailing winds and phenomena. Even low winds can cause damage to partially completed structures such as framing, unsupported masonry, and tilt up construction. Gusts can be twice the prevailing wind speeds. Unprotected and unsecured materials are particularly vulnerable.

Establish plan to monitor weather forecasts 24 hours per day to identify need to install extra bracing or supports, and provide better protection for equipment or materials susceptible to windstorm damage.

PERFORMANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that _____ the

CONTRACTOR, hereinafter known as PRINCIPAL, and _____ hereinafter known as SURETY, are held and firmly bound to the Lake Whatcom Water and Sewer District hereinafter known as

OWNER, in the penal sum of _____

_____ dollars (including Washington State Sales Tax) for the payment of which sum well and truly to be made, we do jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL entered into a Contract

with the OWNER dated the _____ day of _____, 20____ to construct the

(Project Title): _____, and which Agreement is on file at the OWNER's office and by this reference is made a part hereof.

WHEREAS, said PRINCIPAL is required under the terms of said Agreement to furnish a bond for the faithful **performance** of said Agreement:

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said 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.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the duly authorized officers of PRINCIPAL and of SURETY execute this instrument in three counterparts, each one of which shall be deemed an original, this the _____ day of _____,

20____.

PRINCIPAL

SURETY

By

By

Title

Title

Address of PRINCIPAL

Address of SURETY

Note: Date of Bond must not be prior to date of Contract. If PRINCIPAL is a Partnership, all Partners should execute bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Washington. A power of attorney must be provided which appoints the SURETY's true and lawful attorney-in-fact to make, execute, seal and deliver this bond.

PAYMENT BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that _____ the

CONTRACTOR, hereinafter known as PRINCIPAL, and _____ hereinafter known as SURETY, are held and firmly bound to the Lake Whatcom Water and Sewer District hereinafter known as

OWNER, in the penal sum of _____

_____ dollars (including Washington State Sales Tax) for the payment of which sum well and truly to be made, we do jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL entered into a Contract

with the OWNER dated the _____ day of _____, 20____ to construct the

(Project Title): _____, and which Agreement is on file at the OWNER's office and by this reference is made a part hereof.

WHEREAS, said PRINCIPAL is required under the terms of said Agreement to furnish a bond for the faithful **payment** of all laborers, mechanics, subcontractors, materialmen and all persons who shall supply said Principal or said subcontractors with provisions and supplies for the carrying on of work under said Contract:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract and pay all laborers, mechanics, subcontractors, materialmen and all persons who shall supply said Principal or said subcontractors with provisions and supplies for the carrying on of such work during the original term of said Contract and any extension thereof that may be granted by the Lake Whatcom Water and Sewer District, and during the life of any guaranty required under the Contract and shall well and truly perform and fulfill the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract and pay all laborers, mechanics, subcontractors, materialmen and all persons who supply said Principal or said subcontractors with provisions and supplies for the carrying on of such modifications which may hereafter be made, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said 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.

PROVIDED, FURTHER, this Bond is executed pursuant to RCW Chapter 39.08.

IN WITNESS WHEREOF, the duly authorized officers of PRINCIPAL and of SURETY execute this instrument in three counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

PRINCIPAL

SURETY

By

By

Title

Title

Address of PRINCIPAL

Address of SURETY

Note: Date of Bond must not be prior to date of Contract. If PRINCIPAL is a Partnership, all Partners should execute bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Washington. A power of attorney must be provided which appoints the SURETY's true and lawful attorney-in-fact to make, execute, seal and deliver this bond.

RETAINAGE BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that _____ the CONTRACTOR, hereinafter known as PRINCIPAL, and _____ hereinafter known as SURETY, are held and firmly bound Lake Whatcom Water and Sewer District hereinafter known as OWNER and the State of Washington (STATE), and are similarly held and bound unto the beneficiaries of the trust fund created by Chapter 60.28 Revised Code of Washington (RCW), and their heirs, executors, administrators, successors and assigns in the penal sum of _____

dollars, plus 5% of any increases in the Contract Sum that have occurred or may occur, due to change orders, increases in the quantities or the addition of any new item of work.

WHEREAS, the PRINCIPAL has executed Contract for

(Project Title): _____

WHEREAS, said Contract and Chapter 60.28 RCW require the OWNER to withhold from the PRINCIPAL the sum of five percent (5%) from monies earned by the PRINCIPAL on estimates during the progress of the Work, hereinafter referred to as earned retained funds; and

WHEREAS, the PRINCIPAL/SURETY has requested that the OWNER accept a bond in lieu of earned retained funds as allowed under Chapter 60.28 RCW.

NOW, THEREFORE, this obligation is such that the SURETY, its successors and assigns, are held and bound unto OWNER, STATE and unto all beneficiaries of the trust fund created by RCW 60.28.011(1) in the aforesaid sum. This bond, including any proceeds therefrom, is subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. The condition of this obligation is such that if the PRINCIPAL shall satisfy all payment obligations to persons who may lawfully claim under the trust fund created pursuant to Chapter 60.28 RCW, to the STATE, and to the OWNER, and indemnify and hold the OWNER harmless from any and all loss, costs, and damages that the OWNER may sustain by release of said retainage to PRINCIPAL/SURETY, then this obligation shall be null and void provided the SURETY is notified by OWNER that the requirements of RCW 60.28.021 have been satisfied and the obligation is duly released by OWNER; otherwise it shall remain in full force and effect.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the PRINCIPAL, the SURETY, the OWNER, STATE and, the beneficiaries of the trust fund created by Chapter 60.28, Revised Code of Washington (RCW) and their respective heirs, executors, administrators, successors and assigns.

The laws of the State of Washington shall be applicable in the determination of the rights and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the superior court of Whatcom County.

SIGNED, SEALED AND DATED THIS _____ day of _____, 20____.

PRINCIPAL

SURETY

By

By

Title

Title

Address of PRINCIPAL

Address of SURETY

Note: Date of Bond must not be prior to date of Contract. If PRINCIPAL is Partnership, all Partners should execute bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Washington. A power of attorney must be provided which appoints the SURETY's true and lawful attorney-in-fact to make, execute, seal and deliver this bond.

**LAKE WHATCOM WATER AND SEWER DISTRICT
SMALL WORKS CONTRACT**

THIS AGREEMENT is made on **MONTH & DAY, 2018**, between LAKE WHATCOM WATER AND SEWER DISTRICT ("DISTRICT"), a Washington special purpose district and **NAME OF CONTRACTOR** ("CONTRACTOR").

In consideration of the terms and conditions contained in this Contract and attached to it, the parties agree as follows:

1. PROJECT

Contractor shall do all work and furnish all tools, materials, and equipment for the District's public works project known as **2019 Asphalt Patching (District Project #C1903)** ("Project") in accordance with and as more fully described in **Attachment A**.

2. WORK

The term Work, as used in this Contract, means the construction and services necessary or incidental to fulfill Contractor's obligations in conformance with this Contract.

3. PROJECT COST

The District shall pay Contractor not to exceed _____ (\$_____._____) plus Washington State sales tax of **8.7 %** for a total of _____ \$_____ ("Project Cost"), subject to the terms herein. The Project Cost includes the cost of all Work, materials, fees, and expenses required for completion of the Project including without limitation labor, materials, overhead, administrative, and permit and regulatory costs, as stated in the Bid Proposal and Attachments hereto, unless otherwise agreed to by the parties in writing.

4. PAYMENT TERMS

The Project Cost shall be payable in the following manner: On or before the 26th day of each month, Contractor shall submit a detailed monthly pay application for all services provided describing in reasonable and understandable detail the Work completed during the previous month, the progress of the Work, and the requested payment in an amount proportionate to the Work completed. The District shall issue a warrant for payment of approved Work contained in the application within thirty (30) days after approval of the pay application, pursuant to the terms below:

- a. In cases of single payment, the District shall make payment only after all appropriate releases are submitted.
- b. In cases of multiple payments, the District shall retain monies as required by RCW 60.28 and pay the retainage as provided therein.

5. CHANGE IN THE WORK

Change in the Work, Project Cost, or Contract Time shall be incorporated into the Contract through the execution of Change Orders signed by the Contractor and District.

- a. **Change Order Processing.** The District may at any time order additions, deletions, revisions, or other changes in the Work. The Contractor will prepare and submit a Change Order Proposal to the District for consideration that details changes to the Work, Project Cost or Contract Time. If the District approves the Change Order Proposal it shall be attached to a Change Order form signed first by the Contractor, then by the District.
- b. **Changed or Unforeseen Conditions.** During the course of Work the Contractor may discover changed or unforeseen conditions not anticipated by either party. If changed or unforeseen conditions are discovered that might affect the Work, Project Cost, or Contract Time, the Contractor shall immediately inform the District on the day of discovery. If District determines Work must continue, the District will authorize a Field Authorization allowing the Contractor to continue with Work on a time and materials basis not to exceed an estimated amount agreed to onsite by the Contractor and District. The Contractor shall submit detailed labor, equipment, and material cost documentation to the District for review within five (5) business days of the event to the District. If approved by the District, the District will prepare a Change Order form attaching Field Authorization with backup documentation for Change Order Processing. Contractor agrees to 15% overhead and 6% profit charged on Field Authorization labor, equipment, and

material costs. Failure to provide Notice and cost documentation under the terms of this Contract constitutes a full and complete waiver of such claim. In no case, shall a claim for equitable adjustment be allowed if submitted after the Project has reached final acceptance by the District.

6. COMPLETION DEADLINE/LIQUIDATED DAMAGES

Contractor shall commence work under this Contract upon receipt of notice to proceed from the District. The Project must be completed no later than **90** calendar days after receipt of notice to proceed. If the Project is not completed by such date, then, because of the difficulty in computing the actual damages to the District arising from any delay in completing the Project Work, it is agreed by the parties that Contractor shall pay the District liquidated damages as computed below for each calendar day the Work remains incomplete after expiration of the specified completion date. The parties agree that such amount represents a reasonable forecast of the actual damages the District will suffer by failure of the Contractor to complete the Work within the agreed upon time. The execution of this Contract constitutes acknowledgement by the Contractor that the Contractor has ascertained and agrees that the District will actually suffer damages as computed by the following formula:

$$LD = (0.15 * C) / T$$

Where: LD = liquidated damages per calendar day (rounded to nearest dollar)
C = original Contract Award Amount
T = original Contract Time in calendar days for achieving Substantial Completion

7. WARRANTY

Contractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, and free from defective workmanship and materials. Contractor further warrants that the Work shall be free from defects in workmanship and material, and shall transfer to the District all written warranties related to the Work performed and equipment installed. The foregoing Contractor's warranty shall remain in effect for one (1) year following final acceptance.

8. PREVAILING WAGES

The Contractor shall pay prevailing wages as required and shall comply with RCW 39.12 and RCW 49.28. Notice of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of workers. The Contractor shall submit a statement of intent to pay prevailing wages, approved by the industrial statistician of the Department of Labor and Industries, with its first (or only) pay request. At the completion of the Project, the Contractor and its subcontractors shall also submit Affidavits of Wages Paid to the Department of Labor and Industries for certification. Final payment on the Contract shall be withheld until the District receives certification from the Department of Labor and Industries that prevailing wage requirements have been satisfied.

9. BONDS

Contractor shall provide performance bond and payment bond for the faithful performance and payment of all its obligations under this Contract and in accordance with RCW 39.08.010. The performance bond shall remain in effect to guarantee the repair and replacement of defective equipment, materials, and workmanship and payment of damages sustained by the District on account of such defects, discovered within one (1) year after final acceptance by the District. In lieu of performance and payment bonds for Contracts up to \$35,000, Contractor may authorize the District to retain 50% of the Contract amount for a period of thirty days after the date of final acceptance as provided for under RCW 39.08.010.

10. INDEMNIFICATION

Contractor and its subcontractors shall defend, indemnify, and hold harmless the District, its commissioners, officers, managers, employees, engineers, agents, and volunteers from and against any and all demands, claims, losses, injuries, damages, liabilities, suits, judgment, reasonable attorneys' fees and costs, and other expenses of any kind on account of, relating to, or arising out of Contractor's Work under this Contract, except to the extent such injuries or damages are caused by the negligence of the District. For the purposes of this indemnification, Contractor specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. If a court of competent jurisdiction determines that this contract is subject to RCW 4.24.115, Contractor's obligation to defend, indemnify, and hold harmless the District, its officers, employees, agents and volunteers shall be limited to the extent of the District's negligence. The provisions of this paragraph shall survive the expiration or termination of this Contract.

11. INSURANCE

Contractor shall obtain, and keep in force during the term of this Contract, insurance policies as follows:

- a. **Commercial General Liability.** Limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall be as broad as Insurance Services Office form number (CG 00 01) covering Commercial General Liability.
- b. **Automobile Liability Insurance.** Limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage. Coverage shall be as broad as Insurance Services Office form number (CA 00 01) covering Business Auto Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.
- c. **Workers' Compensation.** Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal Law.
- d. **Employer's Liability or "Washington Stop Gap".** Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.
- 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 (1) activities performed by or on behalf of the Contractor; or (2) products and completed operations of the Contractor; or (3) premises owned, leased, or used by the Contractor.
- f. The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to the District; and (3) shall state that the District will be given at least 45 days' prior written notice of any cancellation, suspension or material change in coverage.
- g. Before commencing work and services, Contractor shall provide to the District a Certificate of Insurance evidencing the required insurance accompanied by endorsements as are necessary to comply with the requirements of this section. The District reserves the right to request and receive a certified copy of all required insurance policies.
- h. Any payment of deductible or self-insured retention shall be the sole responsibility of Contractor.

12. JOB SAFETY/HOUSEKEEPING

All Work done shall be done in a manner that minimizes interruptions or inconvenience to the public and/or District staff. All Work shall be carried on with due regard for the safety of the public, and Contractor shall maintain strict compliance with the appropriate provisions relating to control of traffic and pedestrians through work areas as set forth in the Manual on Uniform Traffic and Control Devices (current edition) as adopted by the Washington State Department of Transportation. Property and streets adjacent to the Project site shall be kept free and clear at all times from accumulations of mud, dirt, gravel, rock, and other matter. Contractor will be responsible for daily and final clean up and disposal of refuse, waste and debris produced by its operation. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the Project site. Should the District determine Contractor is not fulfilling its obligations in this regard, the District reserves the right to take such action as may be necessary, and to charge Contractor with any costs that may be incurred in any remedial action.

13. COMPLIANCE WITH CODES AND REGULATIONS

Contractor is expected to comply with all applicable statutes in performing Project Work, including, but not limited to all state and local laws, regulations, codes and standards that are applicable at the time Contractor performs work.

14. PERMITS, TAXES, TEMPORARY FUNCTIONS

Contractor shall secure and pay for all permits, fees and licenses necessary for the performance of this Contract. Contractor shall pay any and all federal, state and municipal taxes, including sales taxes, if any, for which Contractor may be liable in carrying out this Contract. Contractor shall be responsible for all temporary functions associated with its work, including but not limited to, lighting, wiring, protection, hoisting, scaffolding, rigging, flagman, drinking water, sanitation, storage, ventilation and heat.

15. TERMINATION

If Contractor: (1) fails to provide a sufficient number of properly skilled workers or a sufficient quantity of suitable materials or adequate equipment; (2) fails to diligently prosecute work according to the Project schedule; (3) causes, by act or omission, stoppage, delay, or interference of the Work; (4) fails to correct or repair any damaged or defective Work or materials; (5) fails to comply with any provisions of this Contract; (6) becomes insolvent or adjudged bankrupt; or (7) fails to make prompt payment to lower tier subcontractors or suppliers, then the District may terminate this Contract upon two (2) business days written notice to the Contractor. If Contractor fails to cure the default within the two (2) day notice period, then Owner may terminate this Contract for default.

16. GENERAL PROVISIONS

- a. **Notices.** Any notice or demand desired or required to be given under this Contract shall be in writing and deemed given when personally delivered, sent by facsimile machine, or deposited in the United States Mail (or with an express courier), postage prepaid, sent certified or registered mail, and addressed to the parties as set forth below or to such other address as either party shall have previously designated by such a notice:

District:

Contractor:

Attn: General Manager
Lake Whatcom Water and Sewer District
1220 Lakeway Drive
Bellingham, WA 98229

Attn: _____

Phone: (360) 734-9224
Fax: (360) 738-8250

Phone: _____
Fax: _____

- b. **Relationship Between Parties.** The Contractor is an independent Contractor with regard to performance of the details of the Work. The Contractor is responsible for its acts or omissions and acts or omissions of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. Work in progress is subject to District inspection and review at any time.
- c. **Entire Agreement.** This Contract and its attachments contain the entire understanding between the District and Contractor relating to the Project which is the subject of this Contract. This Contract merges all prior discussions, negotiations, letters of understanding or other promises whether oral or in writing. Subsequent modification or amendment of this Contract shall be in writing and signed by the parties to this Contract.
- d. **Modification.** No modification of this Contract and no waiver of rights under this Contract shall be valid or binding on the parties unless the same is in writing.
- e. **Waiver.** Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Contract.
- f. **Assignment.** Neither party shall assign, transfer or otherwise dispose of this Contract in whole or in part to any individual, firm or corporation without the prior written consent of the other party. Subject to the provisions of the preceding sentence, this Contract shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto: This Contract is made only for the benefit of the District and the Contractor and successors in interest and no third party or person shall have any rights hereunder whether by agency or as a third party beneficiary.
- g. **Severability.** If any term, covenant or condition of this Contract is held by a court of competent jurisdiction to be invalid, the remainder of this Contract shall remain in effect.
- h. **Dispute Resolution.** If any dispute, controversy, or claim arises out of this Contract, the parties agree to first try to settle the dispute, controversy, or claim in 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 in the mediation. The parties shall bear all expenses associated with the mediation equally, except for attorneys' fees. Any Claim subject to, but not resolved by, mediation shall be subject to a private arbitration which, unless the parties mutually agree otherwise, shall be held in

accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement; however, irrespective of the size of the dispute, the arbitration proceedings will be conducted by a single arbitrator. A demand for arbitration shall be made in writing, and delivered to the other party to the Contract. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

- i. **Jurisdiction/Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Contract, including the enforcement of any arbitration award, shall be brought in Whatcom County Superior Court, Whatcom County, Washington.
- j. **Attorneys' Fees.** In the event that any party commences litigation against the other party relating to the performance, enforcement or breach of this Contract, the prevailing party in such action shall be entitled to all costs, including attorneys' fees, expert witness fees and costs and any such fees or costs incurred on appeal.

(“CONTRACTOR”)

Contractor Registration Number: _____

Unified Business Identifier (UBI #): _____

Employment Security Department Number: _____

State Excise Tax Registration Number: _____

(Signature)

(Printed Name and Title)

Dated: _____

Lake Whatcom Water and Sewer District
 (“DISTRICT”)

Justin Clary, General Manager

Dated: _____

Attachment A – Project Requirements Small Works Contract #C1903

Attached Pages

2019 Asphalt Patch List Vicinity Maps (Geneva area 1 page, Sudden Valley area 1 page)
2019 Asphalt Patch Repair List (with estimated quantities)
1220 Lakeway Drive – Main Entrance Parking Lot Sketch
1220 Lakeway Drive – Upper Parking Lot Sketch
Whatcom County Department of Public Works Drawing 512.F-1

I. SUMMARY OF WORK

In general, the work involves saw cutting perimeter of patch areas with jack hammered edges, removing material to the specified patch depth, disposing of excavated material, placing hot mix asphalt, and sealing perimeter joints with hot liquid asphalt.

Lake Whatcom Water and Sewer District has already or will obtain encroachment permits from Whatcom County for patch areas located in county public right-of-way and encroachment permit from Sudden Valley Community Association (SVCA) for patch areas located in SVCA private roads.

Traffic control and encroachment permit fees are considered incidental to the work and shall be included in the unit price items.

II. PROJECT SPECIFICATIONS

1. General Requirements

- 1.1. All work and materials shall conform to the most current edition of the Standard Specifications for Road, Bridge and Municipal Construction (WSDOT) as prepared by Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association, Lake Whatcom Water and Sewer District Design and Construction Standards, and the instructions and recommendations of the Manufacturer of the material concerned. In case of a conflict between the above standards, the more stringent shall apply. All work and materials shall be subject to the approval of the District Engineer.
- 1.2. All patches shall comply with Whatcom County Department of Public Works Drawing 512.F-1 County Maintained Roadway Open Cut Repair. Minimum asphalt patch depth in the County right-of-way is 2.5-inches. Minimum asphalt patch depth for other locations (Sudden Valley and District Office Parking Lot) per the 2019 Asphalt Patch List table.
- 1.3. Many of the locations have saw cut edges. In these locations, no saw cutting is anticipated. See the 2019 Asphalt Patch List table for existing edge conditions.
- 1.4. Contractor coordination with Owner. Prior to patching the Owner will pre-mark pavement with a symbol to denote that the patch is part of this project. It is common to find several temporary patches in the same vicinity with some of the patches the responsibility of a 3rd party and not part of this project.

2. Material Specifications

- 2.1. Crushed Surfacing Top Course material conforming to WSDOT 9-03.9(3).
- 2.2. Asphalt concrete pavement patch shall be HMA Class ½” PG 58H-22 meeting the requirements of WSDOT Section 5-04.

2.3. Joint sealant shall be Hot Poured Sealant for Bituminous Pavement conforming to WSDOT 9-04.2(1)A2.

3. Payment

3.1. **Bid item 1 – Traffic Control.** Lump sum for all traffic control required for work.

3.2. **Bid Item 2 – Asphalt Saw Cutting.** Lineal foot of asphalt saw cut for edges that have been jack hammered.

3.3. **Bid Item 3 – Excavate Patches to Specified Depth and Dispose of Materials.** Cubic yard neat line measurement in place. Includes overexcavation of poor base material as directed by Owner, haul and disposal of excavated material, preparation and leveling of grade to receive asphalt or crushed surfacing top course.

3.4. **Bid Item 4 – 2” Compacted Depth Asphalt Patch.** Square foot measured in place. Includes placement, leveling, compaction, and application of Hot Poured Sealant at perimeter joints.

3.5. **Bid Item 5 – 2.5” Compacted Depth Asphalt Patch.** Square foot measured in place. Includes placement, leveling, compaction, and application of Hot Poured Sealant at perimeter joints.

3.6. **Bid Item 6 – 4” Compacted Depth Asphalt Patch, Compacted in 2” Lifts.** Square foot measured in place. Includes placement, leveling, compaction, and application of Hot Poured Sealant at perimeter joints.

3.7. **Bid item 7 – Crushed Surfacing Top Course.** Cubic yard neat line measurement in place. Includes placement, leveling to the specified lines and grades, compaction, and preparation to receive asphalt. Intended for backfilling places where overexcavation was directed by Owner.

4. Site Photos

Below are photos of some of the sites for reference. Note that not all sites have photos.

4.1. 1220 Lakeview Street (Main Entrance Parking Lot)



4.2. 1220 Lakeview Street (Upper Parking Lot)



4.3. 4145 Angela Court



4.4. 3928 W Cedarbrook Court



4.5. 14 Park View Circle



4.6. 20 Par Lane



4.7. 1010 Piedmont Place

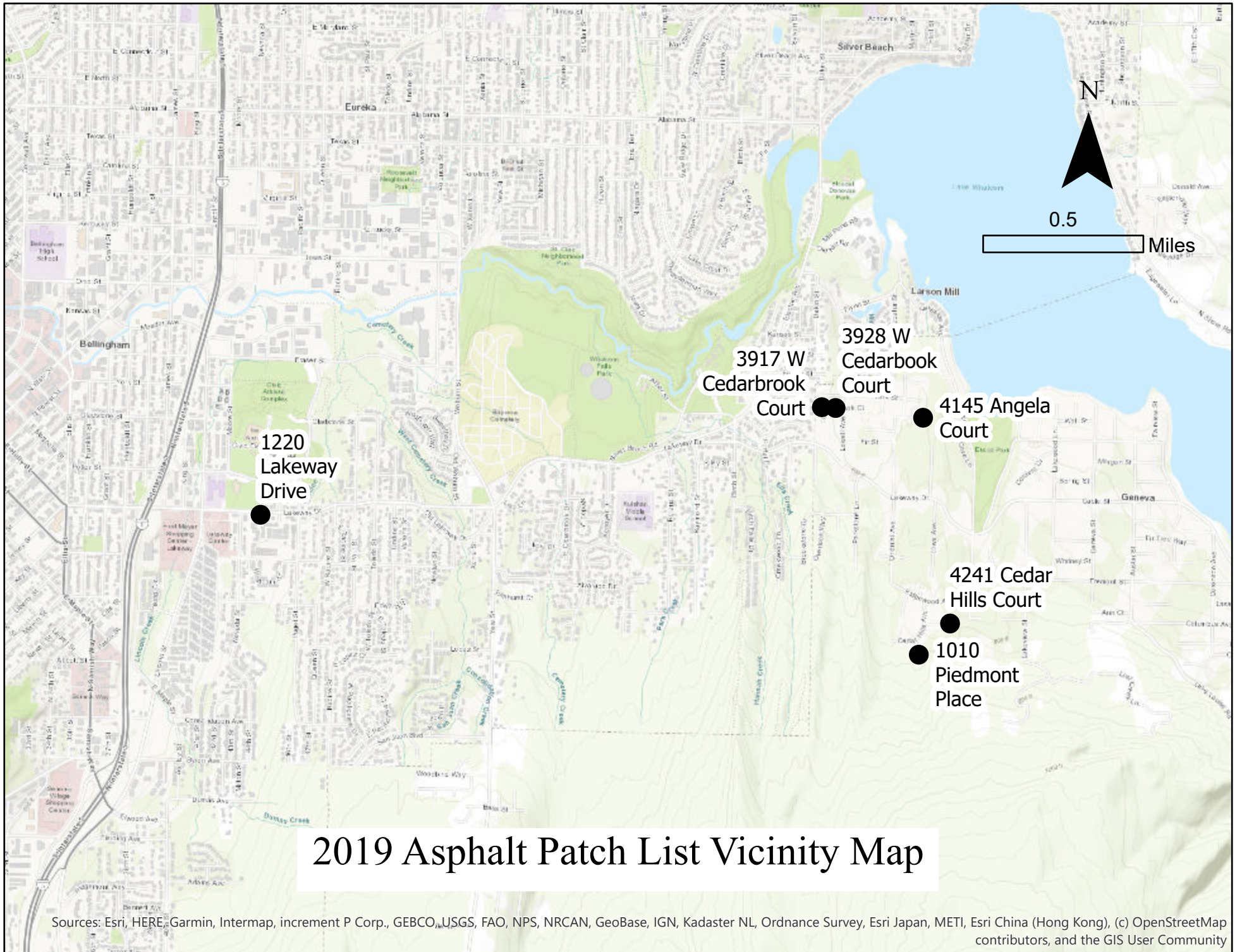


4.8. 4241 Cedar Hills Court



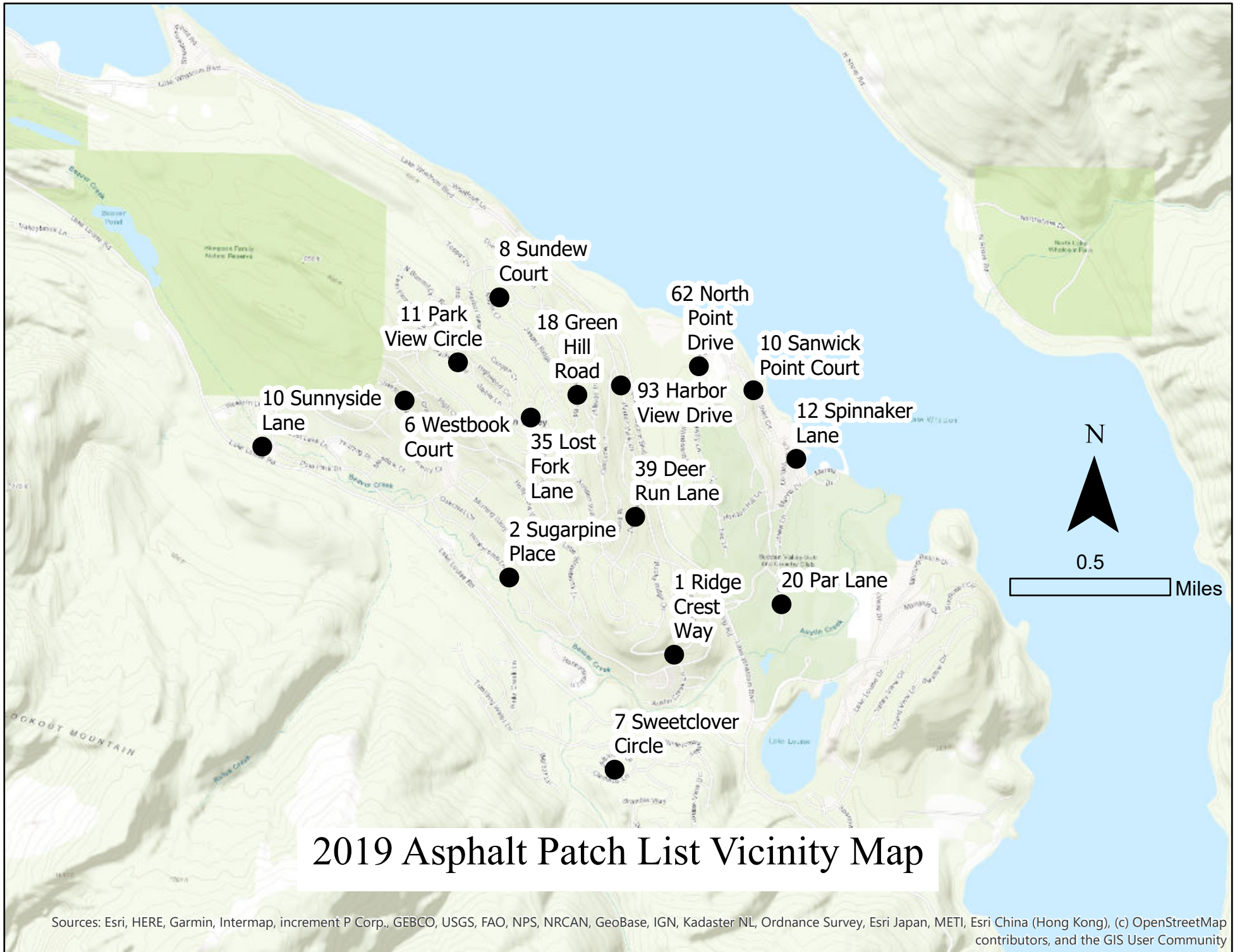
4.9.10 Sunnyside Lane





2019 Asphalt Patch List Vicinity Map

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



2019 Asphalt Patch List Vicinity Map

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

2019 Asphalt Patch Repair List

Neighborhood	Address	Existing Pavement Edge	Finished Patch Width (ft)	Finished Patch Length (ft)	Saw Cutting (LF)	Excavate (CY)	2" Asphalt Patch (SF)	2.5" Asphalt Patch (SF)	4" Asphalt Patch (SF)	CSTC (CY)	Notes
Bellingham	1220 Lakeway Drive	Varies			126	5.29	857				upper parkin lot, irregular shape
Bellingham	1220 Lakeway Drive	Varies			125	8.19	1326			1.00	main entrance parking lot, irregular shape
						0.00					
Sudden Valley	39 Deer Run Lane	Jack Hammer	4	7	15	0.17	28				saw cut 3 sides
Sudden Valley	11 Park View Circle	Saw Cut	2	2	0	0.02	4				sewer cleanout in the road
Sudden Valley	2 Sugarpine Place	Jack Hammer	2	5	7	0.06	10				at road corner edge, saw cut 2 sides
Sudden Valley	93 Harbor View Drive	Jack Hammer	5	7	24	0.22	35				in center of lane
Sudden Valley	7 Sweetclover Circle	Saw Cut	4	6	0	0.15	24				on edge of road
Sudden Valley	20 Par Lane	Saw Cut	2	3	0	0.04	6				in the cul de sac above Par PS
Sudden Valley	10 Sunnyside Lane	Jack Hammer			15	3.35			271		irregular shape
Sudden Valley	12 Spinnaker Lane	Saw Cut	7	3	0	0.13	21				in center of road
Sudden Valley	62 North Point Drive	Saw Cut	2	2	0	0.02	4				on edge of road
Sudden Valley	6 Westbrook Court	Saw Cut	2	2	0	0.02	4				on edge of road
Sudden Valley	10 Sanwick Point Court	Jack Hammer	5	16	26	0.49	80				on edge of road
Sudden Valley	1 Ridge Crest Way	Jack Hammer	3	5	11	0.09	15				on edge of road
Sudden Valley	18 Green Hill Road	Saw Cut	6	3	0	0.11	18				on edge of road, at intersection sigma and green hill rd
Sudden Valley	35 Lost Fork Lane	Saw Cut	3	5	0	0.09	15				on edge of road
Sudden Valley	8 Sundew	Saw Cut	5	7	0	0.22	35				in center of road, meter box in middle
Geneva	4145 Angela Court	Saw Cut	5	10	0	0.39		50			has 2 valve cans and road rated meter box
Geneva	4241 Cedar Hills Court	Saw Cut	4	9	0	0.28		36			has 2 valve cans
Geneva	1010 Piedmont Place	Saw Cut	4	5.5	0	0.17		22			
Geneva	3928 W Cedarbrook Court	Saw Cut	3.5	6	0	0.16		21			
Geneva	3917 W Cedarbrook Court	Saw Cut	3	3	0	0.07		9			redo settling patch
Geneva	3917 W Cedarbrook Court	Saw Cut	6	4	0	0.19		24			redo settling patch
Total Estimated Quantities					349	19.92	2482	162	271	1.00	

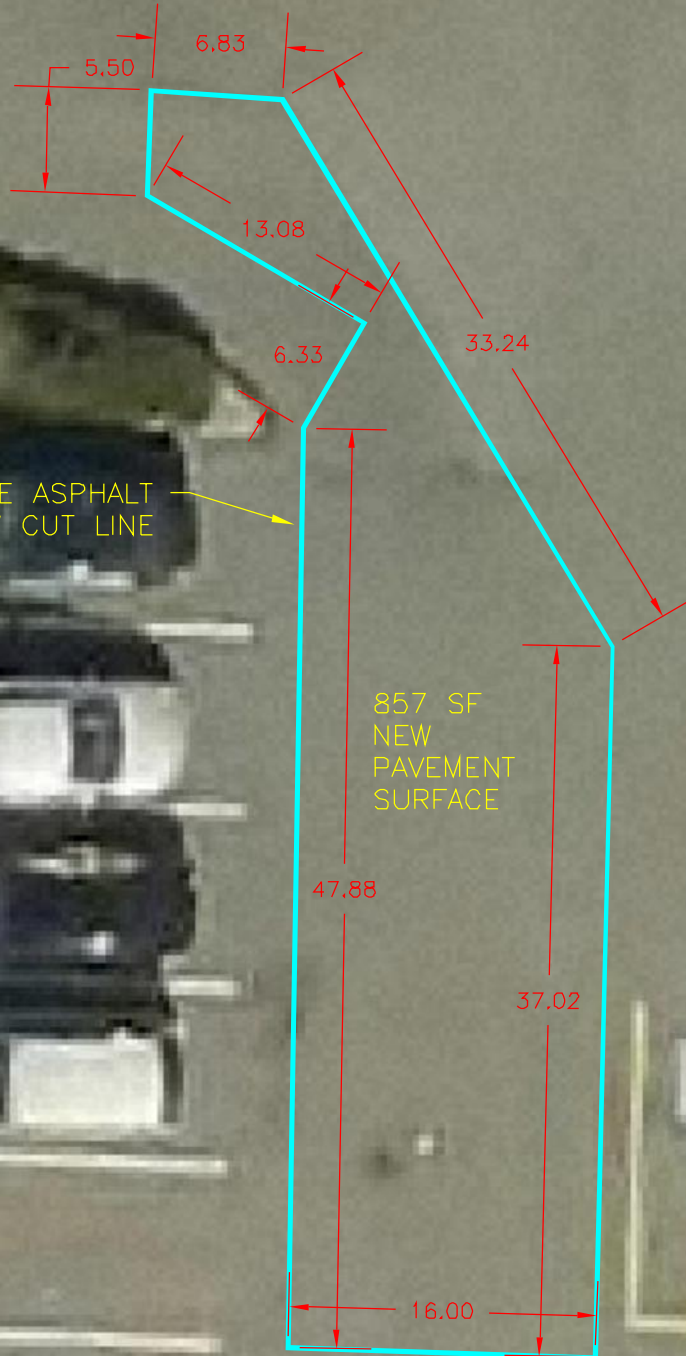


Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBraz, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Sw, OpenStreetMap contributors, and the GIS User Community

1220 LAKEWAY DRIVE
UPPER PARKING LOT

APPROXIMATE ASPHALT
SAW CUT LINE

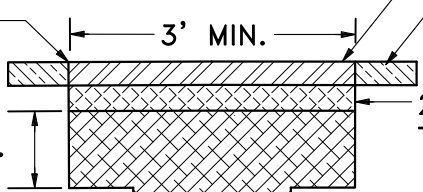
857 SF
NEW
PAVEMENT
SURFACE



EXISTING DEPTH OR MIN COMPACTED
2-1/2" DEPTH OF HMA CLASS 1/2",
WHICHEVER IS GREATER

VERTICAL
SAW CUTS
(TYPICAL)

10" MIN.



EXISTING ASPHALT
OR BST SURFACE

2" MIN CRUSHED SURFACING
TOP COURSE

BACKFILL:
5/8" MINUS CRUSHED ROCK EXCEPT
AS APPROVED BY COUNTY ENGINEER.

WHERE COVER IS LESS THAN 24", A 6"
LAYER OF CDF IS REQUIRED. PIGMENT
AS DIRECTED.

BEDDING MATERIAL 6" ABOVE PIPE
PER WSDOT/APWA STD. SPEC.

PIPE OR CONDUIT

VERTICAL
SAW CUTS
(TYPICAL)

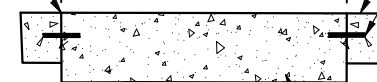
EXIST PCC PAVEMENT

3' MIN.

TIE BAR OR
DOWEL BAR
(TYPICAL)

9"
MIN

7" MIN PCC
CLASS 4000



FLEXIBLE PAVEMENT REPAIR

Not to Scale

CONCRETE PAVEMENT REPAIR

NOTES:

1. All depth and type of materials shall match existing road cross section or minimum shown, unless the County Engineer specifies otherwise.
2. A revocable encroachment permit is required for all work in County rights-of-way.
3. Any disruption of 1/6 or more of the traveled way may require a pavement overlay or restoration, see Drawing 512.F-2.
4. No longitudinal trenching in traveled way wheel tracks is permitted without County Engineer approval.
5. Steel plates may be used to cover trench with County Engineer approval.
6. All backfill and bedding shall be compacted with a vibratory compactor, per WSDOT Specifications.
7. Existing pavement shall be saw cut to achieve neat vertical edges prior to patching.
8. Tack coat shall be applied to all edges to be joined before asphalt placement.
9. Asphalt shall meet WSDOT/APWA Standard Specifications HMA Class 1/2" and be placed in lifts not more than 3 compacted depth inches.
10. Trenches in concrete pavement shall be repaired using tie bars or dowel bars and sealed joints, in accordance with Sec. 5-05 of the WSDOT/APWA Standard Specifications.
11. See Section 515 for Definitions and Acronyms.

DRAWING 512.F-1

**COUNTY MAINTAINED ROADWAY
OPEN CUT REPAIR**

WHATCOM COUNTY DEPARTMENT OF PUBLIC WORKS