

CITY OF CHELAN
2016 PAVING PROJECT

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CITY OF CHELAN
2016 Paving Project

WSDOT SPECIFICATIONS

The following Amendments and Special Provisions shall be used in conjunction with the 2014 Standard Specifications for Road, Bridge, and Municipal Construction (English) and are a part of this contract.

DESCRIPTION OF WORK

The work under this contract shall include excavation, down approx. 5” and bring in 3” of 5/8 top rock and compact.

Contractor will pave 2” of ACP.

The City of Chelan is funding this project. The City of Chelan shall be named as additional insured on the required insurance.

WASHINGTON STATE SALES TAX

As per WAC 458-20-17, City will not pay sales tax on this project. Appropriate taxes shall be included within Contractor’s various prices.

PREPARATION OF ROADWAY

The contractor shall do all preparation.

PRECONSTRUCTION CONFERENCE

Before the start of construction, the Public Works Director and/or his representative shall arrange to meet with the Contractor and primary subcontractors to discuss contractor’s plans and schedule of operation, type and adequacy of equipment,

safety to employees and the public, and other items pertinent to the various phases of the project. The Contractor shall provide copies of his construction schedule including sources of materials.

TIME FOR COMPLETION

The work involved in this contract shall be completed by October, 2016. Liquidated damages as per Standard Specifications will apply after this date in the amount established in the Agreement on page 16.

WAGE RATES

In compliance with the provisions of Section 1-07.9 of the Washington State Department of Transportation Standard Specification, this contract is subject to minimum wage requirements. A complete listing of wage rates listed by profession and county is available on Washington State Department of Labor and Industries website www.lni.wa.gov/tradeslicensing/prevwage/wagerates/default.asp.

PROGRESS SCHEDULE

After being awarded the contract, the Contractor immediately shall prepare and submit to the Public Works Director for approval a progress schedule showing the order in which the Contractor proposes to carry out the work within the contract time and showing the beginning time and completion time for the work provided in the contract, all in accordance with Section 1-08.3 of the Washington State Department of Transportation Standard Specifications;

USE AND OCCUPANCY PRIOR TO COMPLETION

The City reserves the right to use and occupy any portion of this improvement which has been completed sufficiently, to permit use and occupancy and such use shall not be construed as an acceptance of the work or any part thereof and any claims which the City may have against the Contractor shall not be deemed to have

been waived by such occupancy.

UTILITIES

Any utility requiring removal and/or replacement, within the project limits shall be the responsibility of the utility company, unless a contract bid item has been provided by this contract. Utilities shall not be disrupted except upon written authorization of the Public Works Director. The contractor shall provide written notice of desire to disrupt or alter utility at least 5 working days before time of disruption or alterations.

SOURCE OF MATERIALS

The Contractor shall make arrangements to obtain the necessary materials at no expense to the City, and all costs of acquiring, producing, and placing this material in the finished work shall be included in the unit contract prices for the various items involved.

DUST CONTROL

Description

As directed by the Public Works Director, the Contractor shall maintain dust control through the life of this project.

Construction requirements

This project is located in a dust sensitive area and dust control shall be necessary 7 days per week. The Contractor shall maintain dust control throughout this project.

The dust shall be controlled by watering, flushing with water or other methods approved by the Public Works Director. The contractor shall obtain a City fire hydrant meter and pay a deposit of two hundred dollars (\$200.00). The metered water usage shall be at no cost to the contractor.

Payment

All costs for providing dust control if needed shall be considered incidental and shall be included in the various bid items involved.

HAULING ON OTHER THAN CITY STREETS

If the sources of materials provided by the contractor require hauling over roads other than City streets and roads, the contractor shall, at his own cost, and expense, make all arrangements for use of the haul routes.

SITE RECLAMATION

On sites provided by the Contractor, and where provided by law, the Contractor shall obtain a surface mining operation permit from the Department of Natural Resources. Before commencing operations at the site, the Contractor shall furnish evidence to the Public Works Director that this requirement has been met.

All costs involved in complying with the requirements of an operating permit acquired from the Board of Natural Resources for Contractor provided sites shall be considered incidental to the materials to be produced from said site(s).

ORDER OF WORK

All streets shall be completed by October, 2016. Liquidated damages as per Section 1-08.9 will apply after this date.

STORAGE AREA

The Contractor shall make his own arrangements for the use of a storage or staging area.

TRAFFIC CONTROL

Description

The contractor shall furnish all necessary flaggers, barricades, traffic signs, and signs required by the approved traffic control plans(s) and other control devices to control traffic during construction operations. During road closures, the contractor shall provide continuous access for emergency vehicles at all times and reasonable local access for residents.

Construction Requirements

All barricades, signs, devices, and traffic control personnel shall conform to Section 1-10.3. The Contractor shall be responsible for directing and controlling traffic including all approved temporary re-routing at all times during the job. The Contractor shall prepare a signing and routing plan showing the necessary construction signing and barricades required for the project and submit it to the City for review and approval before the commencement of work.

While work is in progress, the contractor shall provide the posting of warning signs for re-routing and regulating traffic. The Contractor, at his expense, shall be required to maintain sufficient warning signs and adequate barricades at all open excavation to protect moving vehicles and pedestrians.

All necessary flaggers, barricades, and detour signs must be furnished by the Contractor both during working hours and suspension of work during the construction period. The contractor shall provide such additional barricades and protective devices that are required to reasonably protect workmen, pedestrians and others, as well as animals, from injury resulting from excavation and other site work during the construction period.

Upon failure of the Contractor to immediately provide and maintain adequate flaggers, suitable barricades, lights, detour signs and control devices, when requested by the Public Works Director, the Public Works Director shall be at

liberty, without further notice to the contractor or the surety, perform any of the above and deduct all costs from the contractor's payments. The owner assumes no liability connected therewith.

PUBLIC CONVENIENCE AND SAFETY

The Contractor shall be allowed to close the roadways during actual paving operations. The Contractor shall notify residences affected by closure prior to road closure. A minimum of 2 days prior to start time. The contractor shall place ■No parking Signs• on the streets that are to be overlaid the following day. Should the need arise to tow or remove vehicles that park in these areas, the City will take the responsibility and have the vehicles towed out of the paving area.

No street closure or detours shall be made by the Contractor without specific permission by the Public Works Director as to location, date and duration of the closure or detour. The contractor shall notify the Public Works Director, Chelan School District, the Chelan Fire and Sheriff Departments, LINK, US Postal Service, local property owners and businesses at least 24 hours in advance of the street closure or detours. The Contractor shall notify local property owners and businesses in writing of all driveway closures with copies to the Public Works Director.

Measurement and Payment

All cost for furnishing all necessary equipment, materials and labor, flaggers, barricades, traffic signs, and signs required by the approved traffic control plan(s) and other control devices to control traffic during the construction operations shall be included within the traffic control bid item.

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

All provisions of Section 1-07 of the Washington State Department of

Transportation Standard Specifications shall apply to this project. The contractor shall take special notice of Section 1-07.1 ■Public Liability and Property Damage Insurance• of the Washington State Department of Transportation Standard Specifications which is part of this contract.

PROSECUTION AND PROGRESS

All provisions of Section 1-08 of the Washington State Department of Transportation Standard Specifications shall be applicable to this project.

TACK COAT

A tack coat of CSS-1 Asphalt applied at the rate of .05 gallon per square yard of retained asphalt shall be applied through the use of approved mechanical equipment to all surfaces to which asphalt concrete is to be placed, except crushed surfacing top course. Tack coat shall be incidental to the other items involved and no other compensation shall be made. The contractor shall be responsible to clean the tack from the concrete curb, gutters, and sidewalks during all phases of the work and prior to final payment.

Section 5-04.5 is revised as follows:

All costs for furnishing and placing asphalt for tack coat shall be included in the unit contract price per ton for ■Asphalt Concrete Pavement• of the class specified.

ASPHALT CONCRETE PAVEMENT

A Modified Class A mix design of 60% Class A and 40% Class G aggregates with a minimum of 5.5% asphalt cement. Anti-stripping additives shall be added if required on the mix design submitted by the contractor.

ASPHALT CONCRETE PAVING

As shown on the Typical Roadway Sections, the asphalt concrete pavement Modified Class A shall be performed under the following revisions to the Standard Specifications.

Delete paragraphs 1, 2, 3, and 6 of Section 5-04.3(10) B and supplement with the following:

Asphalt concrete constructed under this contract shall be compacted based on a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Public Works Director. The number of passes with an approved compaction train required to attain the maximum test point density shall be used on all subsequent paving for that depth of pavement of roadway section. Contractor shall provide an independent certified tester to establish maximum test point density as approved by the owner.

Section 5-04.3(3) shall be supplemented with the following:

The asphalt paver utilized shall be capable of paving the roadways in this project in a maximum of fourteen (14) foot passes. The paving machine shall utilize a wing capable of tapering the edge of the mat from the design depth to zero inches, all with the outside 4 to 5 feet of the mat. This may require that the contractor stop the edge of the mat 2 inches short of the gutter line and hand rake the coarse material out of the edge of the mat. The tapered edge shall be compacted with a smaller roller that would be utilized on the uniform pavement mat. The intent of this requirement is to (1) avoid a vertical buildup at the edge of the gutter that inhibits sweeping and (2) to maintain curb height in curb only sections. This section shall be used on all curb and gutter or curb sections.

In those areas where there are no gutters and only curb sections, it may be necessary to place asphalt beyond the edge of the asphalt mat and onto the driveway or alley way apron to eliminate the potential for water ponding. In those areas, the contractor will be required to tack the area, and hand rake asphalt and compact the asphalt. Any additional labor involved in this work shall be

considered

incidental to the other items involved and no further compensation will be made. Payment for the materials will be made under the unit contract price for Asphalt Concrete Pavement Modified Class A.

At road intersections, the contractor shall pave to the gutter line of the connecting streets that are not being overlaid, the contractor shall wing out material and handwork to provide a taper to the existing mat. The option that is available for the contractor at his discretion is to return with the paving machine and make an additional pass to provide the taper at the intersection.

The contractor shall be required to submit a mix design, prepared by an approved testing laboratory, for each class of asphalt concrete pavement required in the project. The minimum asphalt in the mix utilized on the project shall be not less than 5.5% asphalt.

As stated in Section 5-04.3(5) A, shall be supplemented as:

The City street department will sweep and flush the roadway before paving. This shall be the City's responsibility on this contract and contractor's personnel shall not perform this work. The City will provide vegetation control before paving and remove any vegetation if necessary.

Correct temperature conditions at the plant, on site and air will be strictly monitored as conditions of project payment and acceptance. Section 5-04.3(16) and 5-04.3(8)

Measurement and Payment

Measurement and payment for ■Modified Asphalt Concrete Pavement Class A,• per ton, shall be full compensation for placing the asphalt concrete pavement, all labor, equipment and all other incidentals required to complete the work in accordance

with the typical roadway sections and the standard specifications. Certified weigh tickets must be provided on site to the inspector upon delivery.

UTILITY ADJUSTMENT

All Utilities shall be referenced and adjusted by City.

VIBRATORY ROLLER USAGE

The contractor must recognize that the vibration from vibratory rollers may result in claims from homeowners and the contractor shall be fully responsible for any resulting claims for damages.

PROJECT CLEANUP

Roadside cleanup, as directed by the Public Works Director, shall consist of incidental work to be included in the contract under the bid items established. Such work may involve the restoration of landscaping behind the sidewalk or any other unforeseen work that may arise during the life of the contract. This shall also be used for general cleanup of the street required by the contractors operation.

GENERAL CONDITIONS

WSDOT 2014 Standard Specifications shall apply except as otherwise noted herein.

BID PROCEDURES AND CONDITIONS

ESTIMATED QUANTITIES

The measurements shown in the request for quotes form are estimates and are stated only for bid comparison purposes. The Owner does not warrant, expressly or by implication, that the actual unit quantities will correspond with those estimates. The Owner reserves the right to increase or decrease any of the quantities shown by up to 25% without adjusting the unit contract prices by Change Order. Payment will be made on the basis of the actual quantities of each item of work satisfactorily completed in accordance with the requirements of the Contract Documents.

EXAMINATION OF PLANS, SPECIFICATIONS & SITE

General

Bidders shall satisfy themselves by personal examination of plans, specifications and site of the proposed improvements, and by any other examination and investigation which they may desire to make as to the accuracy of the estimate of quantities, the nature of the work and the difficulties to be encountered. The Bidder shall be familiar and comply with all federal, state and local laws, ordinances, and regulations, including but not limited to MBE/WBE/DBE and prevailing wage requirements, which might affect those engaged in the Work. Contractors are responsible for familiarizing themselves with all current state and federal wage rates applicable to the project and its duration before submitting bids based on the contract documents. Any wage determination contained in the contract documents is for the Bidder's general information only and is not warranted to be complete or accurate. The Owner will not consider any pleas of misunderstanding

or ignorance of such requirements. Bid prices shall reflect what the Bidder has determined to be the total cost of completing the work, including but not limited to, construction methods, materials, labor, administrative costs and equipment. Except as the contract may provide, the Bidder shall receive no payment of any costs that exceed those set forth in the bid prices.

Interpretation of the Plans and Specifications

If any Bidder desires clarification or interpretation of the contract documents it must contact the Public Works Director. The request for such clarification or interpretation shall be made in writing prior to the proposal being submitted, and the person submitting the request will be responsible for its prompt delivery. The requested interpretation or explanation will be given by the Public Works Director in the form of written addenda, as applicable, to all plan holders of record, and a copy will be filed in the office of the Owner. Neither the Owner nor the Public Works Director will be responsible for any other explanation or interpretation of the plans and specifications, and Bidders shall not under any circumstances rely on any other explanation or interpretation.

Availability of Specified Items

All bidders shall verify prior to bidding that all specified items will be available in time to allow orderly and timely progress of the work. In the event that a specified item or items are not or likely will not be available in a timely manner, the Bidder shall notify the Public Works Director. Responsibility for delays and related costs because of non-availability of specified items shall be borne by the Contractor.

QUOTES

1. Quotes shall be submitted on the form which is included with the contract documents. To be considered by the Owner as a responsive proposal, the Bidder shall bid on all additives, deductives or alternatives set forth in the proposal unless otherwise specified in the contract documents. The work of all trades appears throughout the plans and specifications.

2. All quotes submitted shall, on their face, remain valid for a period of sixty (60) days following the date of opening. In the event of a conflict in this duration which may appear elsewhere in the contract documents, the longest duration shall apply.
3. The Owner will accept only those quotes properly executed on the forms it provides. All prices shall be in legible figures written in ink or typed. The Owner will not consider quotes it receives after the time fixed for receiving proposals, August 31 2016, 1:00 p.m.
- 4.. After opening and reading proposals, the Owner will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit, converted to the actual extension, will control. The total extensions, corrected where necessary, will be used by the Owner for comparison and award purposes and to fix the amount of the contract price and the contract bonds.

NOTICE TO PROCEED

Notice to Proceed will be given after the contract has been executed by the contracting parties, and the Performance and Labor and Material Payment Bonds, other required certificates and documents and insurance certificates are approved by the Owner or, where applicable, by state or federal agencies responsible for funding any portion of the project. Notice to Proceed will be in writing from the Owner or the Public Works Director, and the contract time allowed for substantial completion of the work shall begin ten (10) calendar days after the issuance of the written Notice to Proceed. The contractor shall not commence the work until the Notice to Proceed has been issued by the Owner.

All issues not addressed in this document shall comply with *WSDOT 2014 Standard Specifications for Road, Bridge and Municipal Construction and its APWA*

Supplement.

BONDS, INSURANCE AND INDEMNITY OBLIGATIONS

Performance and Labor and Material Payment Bonds

The contractor shall furnish both a Performance Bond and a Labor and Material Payment Bond, each in the full amount of the contract price which shall guarantee the faithful performance of the contract and the payment for all taxes, labor, material, subcontractors and material suppliers. The Labor and Material Payment Bond shall be in force until completion of the project and acceptance by the Owner, and also for such period thereafter during which the law allows claims to be filed and sued upon. Further, in addition to securing the faithful performance of all the contractor's obligations under the contract, the Performance Bond shall specifically remain in force for a period of at least two (2) years after substantial completion, with respect to defective workmanship and materials, and shall otherwise secure all other obligations of the contractor throughout any other periods of limitation. All bonds required hereunder shall be issued by a corporate surety company authorized to do business in the state in which the work is located, and which is also a company acceptable to the Owner, and on the form attached hereto.

Workmen's Compensation & Employer's Liability Insurance

- a. The contractor and all subcontractors shall maintain Workmen's Compensation Insurance or Longshore and Harbor Worker's Insurance, as required by state or federal statute, for all of its employees to be engaged in work on the project under this contract, and, in case any such work is subcontracted, the contractor shall require the subcontractor similarly to provide the same types of insurance for all of the employees to be engaged in such work.
- b. In the event any class of employees engaged in work under this contract at the site of the project is not covered under the Workmen's Compensation

Insurance or Longshore and Harbor Worker's Insurance, as required by state and federal statutes the contractor shall maintain and shall cause each subcontractor to maintain Employer's Liability Insurance with an Owner-approved private insurance company for limits of at least one hundred thousand dollars (\$100,000.00) each person, and three hundred thousand dollars (\$300,000.00), each accident, and furnish satisfactory evidence of same.

Worker's Benefits

- a. The contractor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. If any payment required by Title 50 or Title 51 is not made when due, the Owner may retain such payments from any money due the contractor and pay the same into the appropriate fund.
- b. The contractor shall include in the various items in the bid proposal all costs for payment of unemployment compensation and for providing either or both of the insurance coverages. The contractor will not be entitled to any additional payment for: (1) failure to include such cost, or (2) determinations made by the U.S. Department of Labor or the Washington State Department of Labor and Industries regarding the insurance coverage.
- c. After final completion of all work on the project, and upon receipt of all required documentation, the owner shall submit notice of completion to state agencies. The notice is also for the purpose of obtaining release from Department of Labor and Industries, Department of Revenue, and Employment Security.

Contractor's Liability & Property Damage Insurance

- a. The contractor shall not commence work under this contract until it has

furnished evidence (in duplicate copy) of all policies of insurance required hereunder, and such insurance has been approved by the Owner; nor shall the contractor allow any subcontractor to commence work on its subcontract until the same insurance requirements have been complied with by such subcontractor. Approval of the insurance by the Owner shall not relieve or decrease the liability of the contractor for any damages arising from contractor's performance of the work.

- b. The contractor shall procure and maintain, during the life of this contract, Commercial General Liability and Automobile Liability Insurance, as detailed herein. The insurance policies shall include the Owner and the Public Works Director, and others if required by the contract documents, as additional named insureds. All insurance policies shall be endorsed to provide that no policy shall be canceled, materially changed or reduced in coverage until after thirty (30) days prior written notice, as evidenced by return receipt of registered letters, which have been delivered individually to the Owner and to the Public Works Director. The word "endeavor" is not acceptable language regarding this required notification period. There shall also be included contractual coverage sufficiently broad to insure the provisions of Section 3.03.5(6) "Indemnity and Hold Harmless" clause.
- c. Commercial General Bodily Injury and Property Damage Insurance shall include:
 - i. Premises & Operations;
 - ii. Owners and Contractors Protective
 - iii. Products Liability, including Completed Operations Coverage;
 - iv. Contractual Liability;
 - v. Broad Form Property Damage.
- d. Automobile Bodily Injury and Property Damage Insurance shall be written with limits of liability as required by the Supplementary General Conditions but shall in no case be for limits less than \$1,000,000 Combined Single Limit.

Coverage shall include:

- I. All owned automobiles;
 - ii. Non-owned automobiles;
 - iii. Hired automobiles.
- e. The insurance coverages listed above shall protect the contractor, the Owner and the Public Works Director from claims for damages for bodily injury, including death resulting therefrom, as well as claims for property damage, which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or by anyone directly employed by either of them, it being understood that it is the contractor's obligation to enforce the requirements of this section in respect to any subcontractor employed for this project.
- f. Commercial General Liability Insurance shall be written with limits of liability as required by the Supplementary General Conditions, but shall in no case be for limits less than \$1,000,000 combined single limits, per occurrence and \$2,000,000 in the aggregate.
- g. Umbrella Liability Insurance shall be written on a following form basis with limits of liability as required by the Supplementary General Conditions but shall in no case for limits less than \$2,000,000.
- h. Bodily Injury Liability Insurance shall be written on an occurrence basis for bodily injury, sickness or disease, including death resulting therefrom.
- I. Property Damage Liability Insurance shall be written on an occurrence basis for damage to or destruction of property, including loss of use thereof, and shall not exclude:
- I. Injury to or destruction of any property arising out of blasting or explosion;

- ii. Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due:
 - a. to excavation, including burrowing, filling or backfilling in connection therewith, or tunneling, pile driving, coffer dam work or caisson work, or
 - b. to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.
- iii.
 - a. Injury to or destruction of wires, conduits, pipes, mains sewers or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of excavating or drilling, or
 - b. Injury to or destruction of property at any time resulting therefrom.
- j. Nothing contained in these insurance requirements is to be construed as limiting the extent of the contractor's responsibility for payment of damages resulting from its operations under this contract.
- k. The contractor shall furnish the Owner certified copies of the insurance policy or policies, including all endorsements required hereunder, within ten (10) calendar days following notice of award of the contract.

Indemnity and Hold Harmless

- a. To the fullest extent permitted by law, the contractor shall defend, indemnify

and hold harmless the Owner and Public Works Director and their appointed and elective officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the negligent performance of work under this agreement, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Provided, however, that where any such claim, damage, loss or expense arises from the concurrent negligence of (1) the Owner or anyone for whose acts it may be liable and (2) the contractor or anyone for whose acts it may be liable, it is expressly agreed that the contractor's obligations of indemnity under this paragraph shall be effective only to the extent of the contractor's negligence and those for whose negligence the contractor is responsible. This obligation of indemnity shall not extend to claim, losses or expenses arising from the sole negligence of the Owner, its appointed or elected officials, agents or employees.

- b. In any and all claims against the Owner or the Public Works Director or any of their agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workmen compensation acts, disability benefit acts or other employee benefit acts, it being the expressed intent of the parties that contractor herein specifically waives its immunity under applicable workman's compensation statutes including, but not limited to, Title 51 RCW. This waiver has been specially negotiated by the parties, who have acknowledged same by affixing their signatures to the contract agreement.

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2016, by and between the CITY OF CHELAN (hereinafter called Owner) and _____
(hereinafter called Contractor).

The Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

The work under this contract includes furnishing all labor, materials, equipment, and guarantees thereof to complete the overlaying of various City streets as shown on the vicinity maps in these specifications. The work includes placing 2" ACP at compacted depth on the existing streets as shown and listed on the typical roadway sections described in these specifications.

ARTICLE 2. CONTRACT TIME.

The work shall be completed by October, 2016

ARTICLE 3. LIQUIDATED DAMAGES.

Section 1-08.9 WSDOT Standard Specifications

ARTICLE 4. CONTRACT PRICE

The Owner shall pay the Contractor for completion of the work in accordance with the contract documents, in current funds, the amount set forth in the quotation.

ARTICLE 5. PAYMENT

Payment will be processed in accordance with Section 1-09.9 (1-99 APWA Supplement) WSDOT 2014 Standard Specifications for Road, Bridge, and Municipal Construction.

ARTICLE 6. CONTRACT DOCUMENTS

The contract documents which comprise the entire agreement between the Owner and Contractor concerning the work consist of this agreement and the following:

- Quotation listing the Bid amount.
- Performance Bond and Labor and Material Payment Bond.
- The City of Chelan 2016 Paving Project
- WDOT 2014 Standard Specifications
- Drawings consisting of a vicinity map and 2 additional sheets
- Addenda numbers none, inclusive.
- Change orders which may be delivered or issued after the effective date of the agreement and are not attached hereto.

There are no contract documents other than those listed in this article.

ARTICLE 7. MISCELLANEOUS.

No assignment by a party hereto of any rights under or interests in the contract documents will be without the prior written consent of the Owner; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

The Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the contract documents.

IN WITNESS WHEREOF, Owner and Contractor have caused this agreement to be executed the day and year first above written.

CITY OF CHELAN

CONTRACTOR

By _____
Signature

Signature

Print Name

Title _____

Address for giving notices

PERFORMANCE BOND

We _____ as Principal, and _____ as Surety, jointly and severally bind ourselves, our heirs, successors and assigns as set forth herein to
CITY OF CHELAN, WASHINGTON

(Hereinafter called the Owner) for payment of the penal sum of _____ [lawful money of the United States in connection with the owner's award to the Contractor of a contract for construction (Contract) of the following project:

CITY OF CHELAN 2016 PAVING PROJECT

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor shall in all respects faithfully perform all obligations and provisions in the said Contract, this obligation shall become null and void; otherwise, it shall remain in full force and effect, and Surety shall defend and indemnify Owner against any loss or damage due to the failure of the Principal to strictly perform all obligations of the Contract.

This bond shall remain in force for a period of at least two (2) years after Substantial Completion, with respect to defective workmanship and materials, and shall otherwise secure all other obligations of the Contractor throughout any other periods of limitation

This bond is provided pursuant to and in compliance with R.C.W. Chapter 39.08, the terms and requirements of which statute are incorporated herein as though fully set forth herein.

Surety agrees that no change, extension of time, modification, or addition to the terms of the Contract, or the work to be performed thereunder, or to the specifications shall in any way affect its obligation on this bond, and it hereby waives notice thereof.

The Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay the Owner reasonable attorney's fees incurred, with or without suit, in addition to the penal sum.

Surety certifies that it is an authorized surety bond issuer, properly authorized to transact surety business in Washington. Surety agrees to be bound by the laws of the State of Washington and subject itself to the jurisdiction of the courts of the State of Washington.

Executed in two original counterparts on _____, 2016.

Contractor

By

(Title)

(Attach acknowledgment of authorized representative of Contractor).

PERFORMANCE BOND - Continued

Claims made under this bond shall be addressed to:

_____ (Name and address of Surety)

_____ (Name and address of Surety's agent for service
of process in Washington if different from above)

_____ (Telephone No. of Surety's Washington agent)
(Attach acknowledgment)

(Surety)

By _____
Its Attorney-in-Fact

I to

Notice:

Sureties must be authorized to conduct surety business in Washington and have an agent for service of process in Washington. Certified copy of Power of Attorney must be attached.

LABOR AND MATERIAL PAYMENT BOND

We _____ as Principal, and _____ as Surety, jointly and severally bind
Ourselves, our heirs, successors and assigns as set forth herein to

CITY OF CHELAN, WASHINGTON

(Hereinafter called the Owner) for payment of the penal sum of _____ Dollars (\$ _____),
lawful money of the United States in connection with the owner's award to the Contractor of a
contract for construction

("Contract") of the following project:

CITY OF CHELAN 2016 PAVING PROJECT

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor shall in all respects faithfully
perform all

Obligations and provisions in the said Contract, and pay all laborers, mechanics, and subcontractors
and materialmen, taxing

authorizes and all persons who supply such person or persons or subcontractors with material,
equipment and supplies for

the supplies for the carrying on of such work, this obligation shall become null and void; otherwise, it
shall remain in full

force and effect, and Surety shall defend and indemnify Owner against any loss or damage due to the
failure of the Principal

to strictly perform all obligations of the Contract.

This bond shall be in force until completion of the Project and acceptance by the Owner, and also for
such period thereafter

during which the law allows claims to be filed and sued upon.

This bond is provided pursuant to and in compliance with R.C.W. Chapter 39.08, the terms and
requirements of which statute

are incorporated herein as though fully set forth herein.

Surety agrees that no change, extension of time, modification, or addition to the terms of the
Contract, or the work to be

performed thereunder, or to the specifications shall in any way affect its obligation on this bond, and
it hereby waives notice

thereof.

The Contractor and Surety agree that if the Owner is required to engage the services of an attorney in
connection with the

enforcement of this bond, each shall pay the Owner reasonable attorney's fees incurred, with or without suit, in addition to the penal sum.

Surety certifies that it is an authorized surety bond issuer, properly authorized to transact surety business in Washington.

Surety agrees to be bound by the laws of the State of Washington and subject itself to the jurisdiction of the courts of the

State of Washington.

Executed in two original counterparts on _____, 2016.

Contractor

By _____

(Title) _____

(Attach acknowledgment of authorized representative of Contractor).

LABOR & MATERIAL BOND – Continued

Any claims under this bond in accordance with R.C.W. 39.08 may be addressed to:

_____ (Name and address of Surety)

_____ (Name and address of Surety's agent for service
of process in Washington if different from above)

_____ (Telephone No. of Surety's Washington agent)
(Attach acknowledgment)

(Surety)

By _____
Its Attorney-in-Fact

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**2016 PAVING PROJECT
REQUEST FOR QUOTES - PAVING OF ALLEY AND INCLUDES
ALTERNATE IF BIDDING ALLOWS**

City of Chelan is requesting quotes for the following work in the following sequence:

- A) Contractor will excavate down aprox. 5” and bring in 3” of 5/8 top rock, grade and compact.
- B) Contractor will pave 2” of ACP.

All work to be completed by October 2016. Due to limited funding, City reserves the right to award Alt 1, 2, or 3. Quotes below shall include all materials, supplies, prevailing wage rates, and appropriate taxes to deliver a completed project.

Pay Item	City Est Ton	Contractors	Unit Price	Extended Price
1) Mobilization			NA	\$_____
2) Excavation			NA	\$_____
3) 5/8 Top Rock	____Ton	____Ton	____Ton	\$_____
4) ACP	____Ton	____Ton	____Ton	\$_____
5) Traffic Control			NA	\$_____

**2016 OVERLAY PROJECT
REQUEST FOR QUOTES - ALTERNATE BIDS
Overlay of S Washington St.**

City of Chelan is requesting quotes for the following work in the following sequence:

- A) Contractor will pave 2” of ACP.

All work to be completed by October 2016. Due to limited funding, City reserves the right to award extra quotes, below shall include all materials, supplies, prevailing wage rates, and appropriate taxes to deliver a completed project.

Pay Item	City Est Ton	Contractors	Unit Price	Extended
1) Mobilization			NA	\$ _____
2) ACP	_____Ton	_____Ton	_____Ton	\$ _____
3) Traffic Control			NA	\$ _____

If you have any questions please call Randy Lloyd at 670-4871 or 682-8030

Print Company Name

Print Name

Signature

Title

Date

