

**SMALL PUBLIC WORKS PROJECT**  
**Bids are due by 11:00 a.m., Friday, May 28, 2010**  
**Prevailing Wages Are Required To Be Paid**

**REQUEST FOR BIDS**

Your firm expressed interest in submitting a bid on the above-named project. Please examine the enclosed sample contract documents and contract specifications carefully so that you will be familiar with the requirements of the Small Public Works Contract.

**PROJECT TITLE: CIP 08-07, 2010 Street Chip Seal and Asphalt “Fog” Coating**

**Description of Work**

Chip Seal 13354.22sq. yds. and 4,040 sq. yds of fog coating on city streets as per 2010 Washington State Standard Specifications; 5-02.3(3) Chip seal aggregate size 3/8-U.S. No. 10., 5-02.3(3) Fog coat, CSS-1 or CSS-1h, application rate to 0.10 to 0.18 diluted gallons per SY.

The contractor shall provide all traffic control and flagging, including 48 hour notification to home and business owners in advance of the work on the streets. The contractor shall place temporary no parking signs that clearly includes the dates and times 48 hours prior to the work.

Cover and protect city utilities such as water valves, sewer lids, storm lids and gas valves, including thermal plastic cross walks and stop bars. Sweeping of streets after the chip seal and before the fog coating is applied.

All work, equipment and materials shall conform to the 2010 Washington State Standard Specifications, and the City of Sumner Standards.

**Project Location**

City of Sumner

**Site Visit**

Although not mandatory, the contractor is strongly encouraged to visit the site to make certain they are aware of all site conditions.

**Engineer’s Estimate**

Under \$50,000.00 – \$57,000.00

**Addenda**

Bidders are responsible to check the City of Sumner website at [http://www.ci.sumner.wa.us/Government/Public\\_Works\\_SmallWorks.htm](http://www.ci.sumner.wa.us/Government/Public_Works_SmallWorks.htm) for the issuance of any addenda prior to submitting a bid.

## **Bid Submittal**

Bids must be submitted on the enclosed Bid Proposal Form and be in an itemized format for all work and materials required to produce the finished product(s). This project is not subject to sales tax.

Bids must be faxed or e-mailed to Kathy Dorosz, Public Works Administrative Assistant, at 253.299.5539, or [kathyd@ci.sumner.wa.us](mailto:kathyd@ci.sumner.wa.us) , **no later than 11:00 a.m., May 28, 2010.**

A formal bid opening will not be held. Upon selection of a contractor, a summary of all bids received for this project will be available on the City of Sumner website at [http://www.ci.sumner.wa.us/Government/Public\\_Works\\_SmallWorks.htm](http://www.ci.sumner.wa.us/Government/Public_Works_SmallWorks.htm) .

## **Prevailing Wages**

This project is subject to all provisions of RCW 39.12. A copy of the applicable prevailing wage schedule will be furnished upon request or can be obtained at Labor and Industries website at [www.lni.wa.gov/TradesLicensing/PrevailingWage/RateDatabase/RatesTrade/default.asp](http://www.lni.wa.gov/TradesLicensing/PrevailingWage/RateDatabase/RatesTrade/default.asp).

No payment shall be issued until the City receives a “Statement of Intent to Pay Prevailing Wages” form, approved by the State Department of Labor and Industries from the Contractor and each and every Subcontractor. No final payment or release of any retainage will be made until the City receives an “Affidavit of Wages Paid” form, approved by the State Department of Labor and Industries from the Contractor and each and every Subcontractor.

## **Industrial Insurance (Workers Comp)**

All Contractors and Subcontractors are required to pay industrial insurance for all employees involved in the payment/performance of the work described herein. Failure to pay will be a breach and justify a demand on the performance bond. This obligation survives final acceptance. Industrial Insurance rates may be found on the web at [www.lni.wa.gov/ClaimsInsurance/RatePremium/About/Rates/default.asp](http://www.lni.wa.gov/ClaimsInsurance/RatePremium/About/Rates/default.asp).

## **Insurance**

Contractor shall procure and keep in force during the term of this contract Commercial General Liability insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to premises/operations (including off-site operations), blanket contractual liability and broad form property damage. Prior to the Contractor performing any work under this contract, Contractor shall provide the City with a Certificate of Insurance evidencing the insurance required and, by endorsement to Contractor’s liability policy(ies), naming the City of Sumner, its officers, employees and agents as Additionally Insured.

The Contractor agrees to repair and replace all property of the City and all property of others damaged by itself, its employees, and subcontractors, and agents.

It is understood that the whole of the work under this contract is to be done at the Contractor’s risk and that he has familiarized himself with the conditions of excavation, backfill, materials, climatic conditions, and other contingencies likely to affect the work and has made his bid accordingly and that he is to assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

## **E-Verify**

For contracts of \$35,000 or more the Contractor and any subcontractors shall comply with E-Verify as set forth in Sumner Municipal Code Chapter 3.30. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor.

## **City of Sumner Business License**

A current City of Sumner Business License is required prior to performing work in the City of Sumner. You may obtain an application form by visiting our website at <http://www.ci.sumner.wa.us>

## **Bid Award**

In addition to the quoted price, the contract for this project will be awarded to the lowest responsible bidder based on the bidder's ability, capacity and skill to perform the required work within the specified time, the quality of the bidder's performance of previous contracts or services and the bidder's compliance with laws relating to the contracts or services.

The City of Sumner shall issue a contract to the successful bidder. Work may proceed when the following conditions have been met:

- The contract has been fully executed by both parties
- A Certificate of Insurance together with a CG2010 endorsement of equivalent has been found acceptable by the City Attorney
- A Payment/Performance Bond has been executed
- A Statement of Intent to Pay Prevailing Wages, approved by the State Department of Labor and Industries has been received from the Contractor and each and every Subcontractor

The City of Sumner reserves the right to reject any or all bids, waive technicalities or irregularities and to accept any bid if such action is believed to be in the best interest of the City.

## **Retainage**

Pursuant to RCW 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained.

### **Payment Schedule**

Upon completion of the project, the City will process a payment to the Contractor in the amount of 95% of the total contract price, provided the City has received **all** approved Intent to Pay Prevailing Wages forms. The remaining 5% shall be held by the City for 45 days following the City's acceptance of the project, or until the City's receipt of **all** approved Affidavit of Wages Paid forms, required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

### **Time of Completion**

Work shall start ten (10) calendar days after execution of the contract and the issuance of a Notice to Proceed; and shall be completed within thirty (30) working days.

### **Contact Person**

Greg Schwagerl, Engineer Tech. Office 253-299-5707  
[gregs@ci.sumner.wa.us](mailto:gregs@ci.sumner.wa.us).