

# HIGHLINE WATER DISTRICT King County, Washington

## RESOLUTION 21-7-7B

### RESOLUTION AUTHORIZING MAINTENANCE CONTRACT #21-50-16 WITH ASPHALT PATCH SYSTEMS, INC. FOR SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK

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

**WHEREAS**, the District sent Requests for Proposals on 06/16/21 to contractors from the Municipal Research Services Center Small Works Roster (MRSC Rosters - Roadway Construction, Repair & Maintenance – Asphalt Pavement Renewal). The District received three (3) responsive bids. The responsible bidder with the lowest responsive bid as defined in RCW 39.04.350 is Asphalt Patch Systems, Inc. (Attachment 1 - Bid Tabulation incorporated herein by this reference).

#### NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Commissioners authorizes Small Site Asphalt and Concrete Patching Maintenance Contract #21-50-16 with Asphalt Patch Systems, Inc. for a not-to-exceed amount of \$125,000.00 plus Washington State Sales Tax, to perform asphalt and concrete repairs at different locations throughout the District.
2. The Board of Commissioners authorizes the General Manager or Designee to enter into Maintenance Contract #21-50-16 with Asphalt Patch Systems, Inc., (Attachment 2), incorporated herein by this reference.

**ADOPTED BY THE BOARD OF COMMISSIONERS** of Highline Water District, King County, Washington, at an open public meeting held this **7th** day of **July 2021**.

#### BOARD OF COMMISSIONERS

  
 DocuSigned by:  
**Todd Fultz**, President

  
 DocuSigned by:  
**Daniel Johnson**, Commissioner

  
 DocuSigned by:  
**Kathleen Quong-Vermeire**, Commissioner

DocuSigned by:  
  
 DocuSigned by:  
**Polly Daigle**, Secretary

  
 DocuSigned by:  
**Vince Koester**, Commissioner

**ATTACHMENT 1**

HIGHLINE WATER DISTRICT  
 BID TABULATION - JUNE 30, 2021 - 12:00 PM  
 SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK  
 MP2021-07/ CONTRACT #21-50-16

| BID ITEM # | BID ITEM/UNIT DESCRIPTION                                   | EST BID QUANTITY | UNIT BID | ASPHALT PATCH SYSTEMS, INC |              | AA ASPHALTING, LLC |              | SUPERIOR ASPHALT, MAINTENANCE INC. |              |
|------------|---|------------------|----------|----------------------------|--------------|--------------------|--------------|------------------------------------|--------------|
|            |   |                  |          | UNIT PRICE                 | AMOUNT       | UNIT PRICE         | AMOUNT       | UNIT PRICE                         | AMOUNT       |
| 1          | 2' - 3" ASPHALT<br>(0-60 Sq. Ft.)                           | 1                | LS       | \$ 2,000.00                | \$ 2,000.00  | \$ 1,400.00        | \$ 1,400.00  | \$ 3,000.00                        | \$ 3,000.00  |
| 2          | 2' - 3" ASPHALT<br>(Over 60 Sq. Ft.)                        | 750              | SF       | \$ 2.00                    | \$ 1,500.00  | \$ 3.00            | \$ 2,250.00  | \$ 9.90                            | \$ 7,425.00  |
| 3          | 4' - 5" ASPHALT<br>(0-40 Sq. Ft.)                           | 1                | LS       | \$ 2,000.00                | \$ 2,000.00  | \$ 1,400.00        | \$ 1,400.00  | \$ 3,000.00                        | \$ 3,000.00  |
| 4          | 4' - 5" ASPHALT<br>(Over 40 Sq. Ft.)                        | 2,500            | SF       | \$ 3.00                    | \$ 7,500.00  | \$ 4.70            | \$ 11,750.00 | \$ 8.20                            | \$ 20,500.00 |
| 5          | 6' - 8" ASPHALT<br>(0-30 Sq. Ft.)                           | 1                | LS       | \$ 2,000.00                | \$ 2,000.00  | \$ 1,400.00        | \$ 1,400.00  | \$ 3,000.00                        | \$ 3,000.00  |
| 6          | 6' - 8" ASPHALT<br>(Over 30 Sq. Ft.)                        | 3,000            | SF       | \$ 4.00                    | \$ 12,000.00 | \$ 5.00            | \$ 15,000.00 | \$ 12.70                           | \$ 38,100.00 |
| 7          | ADD'L 2" ASPHALT INCREMENTAL THICKNESS<br>(Greater than 8') | 500              | SF       | \$ 3.00                    | \$ 1,500.00  | \$ 1.00            | \$ 500.00    | \$ 3.75                            | \$ 1,875.00  |
| 8          | 4" - CONCRETE<br>(0-30 Sq. Ft.)                             | 1                | LS       | \$ 4,000.00                | \$ 4,000.00  | \$ 1,300.00        | \$ 1,300.00  | \$ 4,200.00                        | \$ 4,200.00  |
| 9          | 4" - CONCRETE<br>(Over 30 Sq. Ft.)                          | 1,250            | SF       | \$ 4.00                    | \$ 5,000.00  | \$ 5.00            | \$ 6,250.00  | \$ 16.25                           | \$ 20,312.50 |
| 10         | 6" - CONCRETE<br>(0-30 Sq. Ft.)                             | 1                | LS       | \$ 4,000.00                | \$ 4,000.00  | \$ 1,300.00        | \$ 1,300.00  | \$ 4,200.00                        | \$ 4,200.00  |
| 11         | 6" - CONCRETE<br>(Over 30 Sq. Ft.)                          | 750              | SF       | \$ 4.00                    | \$ 3,000.00  | \$ 14.00           | \$ 10,500.00 | \$ 27.07                           | \$ 20,302.50 |
| 12         | CONCRETE CURB & GUTTER<br>(0-10 LF)                         | 1                | LS       | \$ 3,000.00                | \$ 3,000.00  | \$ 1,300.00        | \$ 1,300.00  | \$ 4,200.00                        | \$ 4,200.00  |
| 13         | CONCRETE CURB & GUTTER<br>(Over 10 LF)                      | 100              | LF       | \$ 20.00                   | \$ 2,000.00  | \$ 20.00           | \$ 2,000.00  | \$ 50.00                           | \$ 5,000.00  |
| 14         | EXTRUDED CONCRETE CURB<br>(0-25 LF)                         | 1                | LS       | \$ 1,000.00                | \$ 1,000.00  | \$ 800.00          | \$ 800.00    | \$ 2,000.00                        | \$ 2,000.00  |
| 15         | EXTRUDED CONCRETE CURB<br>(Over 25 LF)                      | 150              | LF       | \$ 10.00                   | \$ 1,500.00  | \$ 6.00            | \$ 900.00    | \$ 37.50                           | \$ 5,625.00  |
| 16         | THICKENED EDGE ASPHALT<br>(0-50 LF)                         | 100              | LF       | \$ 2.00                    | \$ 200.00    | \$ 1.50            | \$ 150.00    | \$ 12.00                           | \$ 1,200.00  |
| 17         | SAW CUT ASPHALT<br>(Over 50 LF)                             | 1                | LS       | \$ 700.00                  | \$ 700.00    | \$ 250.00          | \$ 250.00    | \$ 650.00                          | \$ 650.00    |
| 18         | SAW CUT ASPHALT<br>(Over 50 LF)                             | 500              | LF       | \$ 2.00                    | \$ 1,000.00  | \$ 1.00            | \$ 500.00    | \$ 6.50                            | \$ 3,250.00  |
| 19         | MINOR CHANGE (per Section 1-04-4(C))<br>(Estimate)          | 1                |          | \$ 5,000.00                | \$ 5,000.00  | \$ 5,000.00        | \$ 5,000.00  | \$ 5,000.00                        | \$ 5,000.00  |

QUANTITIES ARE ESTIMATED FOR BIDDING PURPOSES ONLY  
 APPARENT LOW BIDDER

Subtotal \$ 58,900.00      Subtotal \$ 63,950.00      Subtotal \$ 152,840.00

Are you able to meet the District's Insurance Requirements?    
 Are you able to provide a performance bond in the amount of \$125,000?

**HIGHLINE WATER DISTRICT**

**ATTACHMENT 2**

**MAINTENANCE AGREEMENT  
SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK  
MP2021-07 / CONTRACT #21-50-16**

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

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

***SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK***

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

2. District Agreement. The District employs the Contractor to provide the materials and to do and cause to be done the Project work described above and to complete and finish the repair work according to the terms and conditions of this Agreement, and agrees to pay for the work at the time, in the manner and upon the conditions provided for in this Agreement.
3. Contractor Agreement. The Contractor agrees to fully perform the work upon all terms and conditions as contained in this Agreement. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the project provided for in this Agreement.
4. Completion Deadline/Liquidated Damages. The individual projects must commence within ten (10) calendar days of the provision of the Patch List (Notice to Proceed). The patch list is to be completed within thirty (30) calendar days, subject only to a delay due to weather conditions. If the work is not completed within that time period, because of difficulty in computing the actual damages to the District arising from any delay in completing this agreement, it is determined in advance and agreed by the parties that the Contractor shall pay the District the amount of \$ 100.00 per calendar day that the work remains uncompleted after expiration of the specified time for completion. The parties agree that this amount represents a reasonable forecast of the actual damages which the District will suffer by failure of the Contractor to complete the work within the agreed time period. The execution of this agreement shall constitute acknowledgment by the Contractor that the Contractor has ascertained and agrees that the District will actually suffer damages in the above amount for each day during which the completion of the work is avoidably delayed beyond the agreed completion date.
5. Contractor Guarantee. The Contractor shall guarantee the materials and work for a period of two years after completion of this Agreement.
6. Project Cost. The amount of the project cost is not-to-exceed \$125,000.00 plus Washington State sales tax.
7. Payment Terms. The District shall pay the Contractor on the following terms: Incremental payments, plus Washington State sales tax to be paid from a contractor invoice (which must be approved by the District's Engineering/Operations Manager or designated Supervisor). Per

**HIGHLINE WATER DISTRICT**  
**MAINTENANCE AGREEMENT**  
**SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK**  
**MP2021-07 / CONTRACT #21-50-16**

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

**8. Prevailing Wages (Appendix A).**

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

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

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

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

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

**9. Bond.**

RCW 39.08.010 (effective 7/23/17)

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

**HIGHLINE WATER DISTRICT**  
**MAINTENANCE AGREEMENT**  
**SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK**  
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and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. The recovery of unpaid wages and benefits must be the first priority for any actions filed against retainage held by a state agency or authorized local government.

Contractor Authorization: \_\_\_\_\_

**OR**

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

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

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

***MEASUREMENT AND PAYMENT SHALL BE MADE AS DESCRIBED IN EXHIBIT A***

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District, its members, officers, employees and agents, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

**HIGHLINE WATER DISTRICT**  
**MAINTENANCE AGREEMENT**  
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settlement made requiring payment of damages by the District, its officers, agents, employees and volunteers, the Contractor shall pay the same.

12. Insurance.

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

**COMMERCIAL GENERAL LIABILITY**

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

## HIGHLINE WATER DISTRICT

### MAINTENANCE AGREEMENT SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK MP2021-07 / CONTRACT #21-50-16

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

#### AUTOMOBILE LIABILITY

- ▶ \$2,000,000 per accident bodily injury and property damage liability, including:
  - ▶ Any owned, hired or non-owner automobile.
- ▶ The Contractor shall be solely and completely responsible for safety and safety conditions on the job site, including the safety of all persons and property during performance of the work. The services of District employees or the engineer's personnel in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding or trenching, or safety measures in, on or near the construction site. The Contractor shall provide safe access for the District and its inspectors to adequately inspect the quality of work and the conformance with project specifications.

13. Trench Safety Systems. All trenches shall be provided with adequate safety systems as required by RCW 49.17.
14. Termination. The District may, at its sole option and at any time, terminate its retention of the Contractor under this Agreement upon giving the Contractor ten (10) days written notice of termination. Upon termination by the District pursuant to this paragraph, the District shall have no obligation to the Contractor under this Agreement other than to pay the Contractor for services performed prior to the date the notice of termination was given; provided, however, that nothing in this paragraph shall operate or be construed as a waiver by the District of any claims against the Contractor arising from such work or of any right of set-off.
15. Dispute Resolution.
  - a. Mediation. If any dispute, controversy, or claim arises out of or relates to this Agreement, the parties agree first to try to settle the dispute by non-binding mediation with the assistance of a recognized professional mediation service. The parties shall each designate a representative with full settlement authority who will participate for at least four hours in the mediation. The parties shall bear equally all expenses, exclusive of attorneys' fees associated with the mediation.

**HIGHLINE WATER DISTRICT**

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

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

**ASPHALT PATCH SYSTEMS, INC.  
("Contractor")**

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

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_

Washington State General Contractor's License No.  
\_\_\_\_\_





**SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK  
MP2021-07/CONTRACT #21-50-16**

Highline Water District is soliciting bids for the Small Site Asphalt and Concrete Patching Repair Work Maintenance Agreement. The purpose of this Agreement is to have a Contractor available on short notice to perform asphalt and concrete patching work for the District on an on-call basis for 2021 or until funding is exhausted. The District will provide a "patch list" identifying patches to be repaired periodically throughout the year for the contractor to complete in accordance with Item 4 of the Maintenance Agreement. It is anticipated that there will be approximately eight (8) patch lists.

The type of work and quantities shown on this bid form are for the purposes of obtaining a bid only and to fix Unit Costs for each item of work. Actual quantities may be increased or decreased substantially from the estimated quantities on this bid form in accordance with the actual work requirements. Many of the bid items shown may never be needed. The maximum amount of this Agreement shall be as specified in Item No. 6 of the Maintenance Agreement.

For each bid item, the price shall include all work, labor, material, equipment, and incidentals necessary to perform the asphalt/concrete repair work complete in accordance with the Standard Specifications and the City and/or County standards. The work shall include but not limited to mobilization, traffic control, temporary erosion and sedimentation control (TESC), sub-base preparation and compaction, sawcutting, removal and lawful disposal of excess materials, adjusting existing valve box or appurtenances to final grade with patch, tack and sealing, final cleanup and any other work necessary to complete the restoration. Large repairs and/or multiple repairs located on the same block/street shall be paid under the incremental unit quantities after the initial lump sum bid item is met. A Minor Change bid item is included in the proposal for all Bidders to address miscellaneous work as directed by the District in accordance with Section 1-04.4(1) of the Standard Specifications.

The use of Police Officers for traffic control should not be included in the bid price. If police officers are required by governing agency, Highline Water District will contract directly with the municipality.

**SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK – MP2021-07/CONTRACT #21-50-16**

**EXAMPLES OF POSSIBLE WORK SCENARIOS AND HOW THEY WOULD BE PAID:**

|                |  |
|----------------|--|
| Example No. 1: | One, 3-inch thick Asphalt Patch, 55 Sq. Ft. in size on a street would be paid for lump sum under Bid Item No 1 as indicated on the Proposal Form.  |
| Example No. 2: | One, 3-inch thick Asphalt Patch, 75 Sq. Ft. in size on a street would be paid for under the Lump Sum bid price under Bid Item No 1 for the first 60 Sq. Ft., then under the incremental Unit bid price under Bid Item No 2 for the next 15 Sq. Ft. as indicated on the Proposal Form.  |
| Example No. 3: | Three, 3-inch thick Asphalt Patches, totaling 255 Sq. Ft. in size on the same block would be paid for under the Lump Sum bid price under Bid Item No 1 for the first 60 Sq. Ft., then under the incremental Unit bid price under Bid Item No 2 for the next 195 Sq. Ft. as indicated on the Proposal Form.   |
| Example No. 4: | One 10" thick patch, 40 Sq. Ft. in size, would be paid under the Lump Sum bid for Bid Item No. 5 for the first 30 Sq. Ft. up to 8" thick, then under the incremental Unit price under Bid Item No. 6 for 10 Sq. Ft. up to 8" thick, then 40 Sq. Ft. under the Unit bid price under Item No. 7 for additional 2" asphalt incremental thickness as indicated on the Proposal Form. |

The District reserves the right to reject any and all bids and to accept the bid deemed in the best interest of the District. The District also reserves the right to waive any informalities and irregularities in the bids and to delay any award until the next regular meeting of the Board of Commissioners.

**PLEASE SUBMIT YOUR PROPOSAL ON PAGE 3 OF EXHIBIT A.** Please hand write out the Unit Cost (Lump Sum, per Square Foot or per Linear Foot) in Words in the space provided. The Bid Amount should be the unit cost amount multiplied times the estimated bid quantity. In the event of an error in the Bid Amount, Words shall prevail. Proposals may not be withdrawn until 45 days after opening of Bids.

SMALL SITE ASPHALT AND CONCRETE PATCHING REPAIR WORK - MP2021-07/CONTRACT #21-50-16



Company Name: Asphalt Patch Systems, Inc

Proposal Submitted By: William (Bill) Setzer

Date: 6/30/2021

*William Setzer*

SCOPE OF WORK/PROPOSAL FORM

| BID ITEM #   | BID ITEM/UNIT DESCRIPTION                                   | EST BID QTY | UNIT BID | PER UNIT COST<br>(Hand Write in Words) | BID AMOUNT         |
|--|---|-------------|----------|--|--------------------|
| 1  | 2" - 3" ASPHALT<br>(0-60 Sq. Ft.)                           | 1           | LS       | Two Thousand and 00/100 Dollars        | \$2,000.00         |
| 2  | 2" - 3" ASPHALT<br>(Over 60 Sq. Ft.)                        | 750         | SF       | Two and 00/100 Dollars                 | \$1,500.00         |
| 3  | 4" - 5" ASPHALT<br>(0-40 Sq. Ft.)                           | 1           | LS       | Two Thousand and 00/100 Dollars        | \$2,000.00         |
| 4  | 4" - 5" ASPHALT<br>(Over 40 Sq. Ft.)                        | 2,500       | SF       | Three and 00/100 Dollars               | \$7,500.00         |
| 5  | 6" - 8" ASPHALT<br>(0-30 Sq. Ft.)                           | 1           | LS       | Two Thousand and 00/100 Dollars        | \$2,000.00         |
| 6  | 6" - 8" ASPHALT<br>(Over 30 Sq. Ft.)                        | 3,000       | SF       | Four and 00/100 Dollars                | \$12,000.00        |
| 7  | ADD'L 2" ASPHALT INCREMENTAL THICKNESS<br>(Greater than 8") | 500         | SF       | Three and 00/100 Dollars               | \$1,500.00         |
| 8  | 4" - CONCRETE<br>(0-30 Sq. Ft.)                             | 1           | LS       | Four Thousand and 00/100 Dollars       | \$4,000.00         |
| 9  | 4" - CONCRETE<br>(Over 30 Sq. Ft.)                          | 1,250       | SF       | Four and 00/100 Dollars                | \$5,000.00         |
| 10   | 6" - CONCRETE<br>(0-30 Sq. Ft.)                             | 1           | LS       | Four Thousand and 00/100 Dollars       | \$4,000.00         |
| 11   | 6" - CONCRETE<br>(Over 30 Sq. Ft.)                          | 750         | SF       | Four and 00/100 Dollars                | \$3,000.00         |
| 12   | CONCRETE CURB & GUTTER<br>(0-10 LF)                         | 1           | LS       | Three Thousand and 00/100 Dollars      | \$3,000.00         |
| 13   | CONCRETE CURB & GUTTER<br>(Over 10 LF)                      | 100         | LF       | Twenty and 00/100 Dollars              | \$2,000.00         |
| 14   | EXTRUDED CONCRETE CURB<br>(0-25 LF)                         | 1           | LS       | One Thousand and 00/100 Dollars        | \$1,000.00         |
| 15   | EXTRUDED CONCRETE CURB<br>(Over 25 LF)                      | 150         | LF       | Ten and 00/100 Dollars                 | \$1,500.00         |
| 16   | THICKENED EDGE ASPHALT<br>(0-50 LF)                         | 100         | LF       | Two and 00/100 Dollars                 | \$200.00           |
| 17   | SAW CUT ASPHALT<br>(Over 50 LF)                             | 1           | LS       | Seven Hundred and 00/100 Dollars       | \$700.00           |
| 18   | SAW CUT ASPHALT<br>(Estimate)                               | 500         | LF       | Two and 00/100 Dollars                 | \$1,000.00         |
| 19   | MINOR CHANGE (per Section 1-04.4(D))                        | \$5,000     | EST      | Five Thousand and 00/100 Dollars       | \$                 |
| <b>Notes: SALES TAX WILL BE ADDED TO INVOICE (Do not include sales tax in Bid)</b> |   |             |          |  |                    |
| <b>TOTAL BID AMOUNT=</b>   |   |             |          |  | <b>\$58,900.00</b> |

Are you able to meet the District's insurance requirements as indicated in the agreement?  Yes  No

Are you able to provide a performance bond in the amount of \$125,000?  Yes  No

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

APPENDIX A

**Washington State Prevailing Wage**

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

**Journey Level Prevailing Wage Rates for the Effective Date: 06/30/2021**

| <u>County</u> | <u>Trade</u>                  | <u>Job Classification</u>             | <u>Wage</u> | <u>Holiday</u> | <u>Overtime</u> | <u>Note</u> | <u>*Risk Class</u>   |
|---------------|-------------------------------|---------------------------------------|-------------|----------------|-----------------|-------------|----------------------|
| King          | <a href="#">Cement Masons</a> | Application of all Composition Mastic | \$64.84     | 7A             | 4U              |             | <a href="#">View</a> |
| King          | <a href="#">Cement Masons</a> | Application of all Epoxy Material     | \$64.34     | 7A             | 4U              |             | <a href="#">View</a> |
| King          | <a href="#">Cement Masons</a> | Application of all Plastic Material   | \$64.84     | 7A             | 4U              |             | <a href="#">View</a> |
| King          | <a href="#">Cement Masons</a> | Application of Sealing Compound       | \$64.34     | 7A             | 4U              |             | <a href="#">View</a> |
| King          | <a href="#">Cement Masons</a> | Application of Underlayment           | \$64.84     | 7A             | 4U              |             | <a href="#">View</a> |
| King          | <a href="#">Cement Masons</a> | Building General                      | \$64.34     | 7A             | 4U              |             | <a href="#">View</a> |
| King          | <a href="#">Cement Masons</a> | Composition or Kalman Floors          | \$64.84     | 7A             | 4U              |             | <a href="#">View</a> |
| King          | <a href="#">Cement Masons</a> | Concrete Paving                       | \$64.34     | 7A             | 4U              |             | <a href="#">View</a> |
| King          | <a href="#">Cement Masons</a> | Curb & Gutter Machine                 | \$64.84     | 7A             | 4U              |             | <a href="#">View</a> |
| King          | <a href="#">Cement Masons</a> | Curb & Gutter, Sidewalks              | \$64.34     | 7A             | 4U              |             | <a href="#">View</a> |
| King          | <a href="#">Cement Masons</a> | Curing Concrete                       | \$64.34     | 7A             | 4U              |             | <a href="#">View</a> |
| King          | <a href="#">Cement Masons</a> | Finish Colored Concrete               | \$64.84     | 7A             | 4U              |             | <a href="#">View</a> |
| King          | <a href="#">Cement Masons</a> | Floor Grinding                        | \$64.84     | 7A             | 4U              |             | <a href="#">View</a> |
| King          | <a href="#">Cement Masons</a> | Floor Grinding/Polisher               | \$64.34     | 7A             | 4U              |             | <a href="#">View</a> |
| King          | <a href="#">Cement Masons</a> | Green Concrete Saw, self-powered      | \$64.84     | 7A             | 4U              |             | <a href="#">View</a> |
| King          | <a href="#">Cement Masons</a> | Grouting of all Plates                | \$64.34     | 7A             | 4U              |             | <a href="#">View</a> |
| King          | <a href="#">Cement Masons</a> | Grouting of all Tilt-up Panels        | \$64.34     | 7A             | 4U              |             | <a href="#">View</a> |
| King          | <a href="#">Cement Masons</a> | Gunite Nozzlemans                     | \$64.84     | 7A             | 4U              |             | <a href="#">View</a> |
| King          | <a href="#">Cement Masons</a> | Hand Powered Grinder                  | \$64.84     | 7A             | 4U              |             | <a href="#">View</a> |
| King          | <a href="#">Cement Masons</a> | Journey Level                         | \$64.34     | 7A             | 4U              |             | <a href="#">View</a> |
| King          | <a href="#">Cement Masons</a> | Patching Concrete                     | \$64.34     | 7A             | 4U              |             | <a href="#">View</a> |
| King          | <a href="#">Cement Masons</a> | Pneumatic Power Tools                 | \$64.84     | 7A             | 4U              |             | <a href="#">View</a> |
| King          | <a href="#">Cement Masons</a> | Power Chipping & Brushing             | \$64.84     | 7A             | 4U              |             | <a href="#">View</a> |
| King          | <a href="#">Cement Masons</a> | Sand Blasting Architectural Finish    | \$64.84     | 7A             | 4U              |             | <a href="#">View</a> |
| King          | <a href="#">Cement Masons</a> | Screed & Rodding Machine              | \$64.84     | 7A             | 4U              |             | <a href="#">View</a> |

|      |                               |  |         |    |    |    |                      |
|------|-------------------------------|--|---------|----|----|----|----------------------|
| King | <a href="#">Cement Masons</a> | Spackling or Skim Coat Concrete                        | \$64.34 | 7A | 4U |    | <a href="#">View</a> |
| King | <a href="#">Cement Masons</a> | Troweling Machine Operator                             | \$64.84 | 7A | 4U |    | <a href="#">View</a> |
| King | <a href="#">Cement Masons</a> | Troweling Machine Operator on Colored Slabs            | \$64.84 | 7A | 4U |    | <a href="#">View</a> |
| King | <a href="#">Cement Masons</a> | Tunnel Workers   | \$64.84 | 7A | 4U |    | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Air, Gas Or Electric Vibrating Screed                  | \$52.39 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Airtrac Drill Operator                                 | \$54.01 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Ballast Regular Machine                                | \$52.39 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Batch Weighman   | \$44.40 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Brick Pavers   | \$52.39 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Brush Cutter   | \$52.39 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Brush Hog Feeder                                       | \$52.39 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Burner   | \$52.39 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Caisson Worker   | \$54.01 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Carpenter Tender                                       | \$52.39 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Cement Dumper-paving                                   | \$53.35 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Cement Finisher Tender                                 | \$52.39 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Change House Or Dry Shack                              | \$52.39 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Chipping Gun (30 Lbs. And Over)                        | \$53.35 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Chipping Gun (Under 30 Lbs.)                           | \$52.39 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Choker Setter  | \$52.39 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Chuck Tender   | \$52.39 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Clay Power Spreader                                    | \$53.35 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Clean-up Laborer                                       | \$52.39 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Concrete Dumper/Chute Operator                         | \$53.35 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Concrete Form Stripper                                 | \$52.39 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Concrete Placement Crew                                | \$53.35 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Concrete Saw Operator/Core Driller                     | \$53.35 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Crusher Feeder   | \$44.40 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Curing Laborer   | \$52.39 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Demolition: Wrecking & Moving (incl. Charred Material) | \$52.39 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Ditch Digger   | \$52.39 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Diver  | \$54.01 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Drill Operator (Hydraulic, Diamond)                    | \$53.35 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Dry Stack Walls  | \$52.39 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Dump Person  | \$52.39 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Epoxy Technician                                       | \$52.39 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Erosion Control Worker                                 | \$52.39 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Faller & Bucker Chain Saw                              | \$53.35 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Fine Graders   | \$52.39 | 7A | 4V | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>      | Firewatch  | \$44.40 | 7A | 4V | 8Y | <a href="#">View</a> |

|      |                          |   |         |    |    |    |                      |
|------|--------------------------|---|---------|----|----|----|----------------------|
| King | <a href="#">Laborers</a> | Form Setter   | \$52.39 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Gabian Basket Builders  | \$52.39 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | General Laborer   | \$52.39 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Grade Checker & Transit Person  | \$54.01 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Grinders  | \$52.39 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Grout Machine Tender  | \$52.39 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Groutmen (Pressure) Including Post Tension Beams  | \$53.35 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Guardrail Erector   | \$52.39 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Hazardous Waste Worker (Level A)  | \$54.01 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Hazardous Waste Worker (Level B)  | \$53.35 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Hazardous Waste Worker (Level C)  | \$52.39 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | High Scaler   | \$54.01 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Jackhammer  | \$53.35 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Laserbeam Operator  | \$53.35 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Maintenance Person  | \$52.39 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Manhole Builder-Mudman  | \$53.35 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Material Yard Person  | \$52.39 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Motorman-Dinky Locomotive   | \$53.35 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Nozzleman (Concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Blaster, Vacuum Blaster) | \$53.35 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Pavement Breaker  | \$53.35 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Pilot Car   | \$44.40 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Pipe Layer Lead   | \$54.01 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Pipe Layer/Tailor   | \$53.35 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Pipe Pot Tender   | \$53.35 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Pipe Reelner  | \$53.35 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Pipe Wrapper  | \$53.35 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Pot Tender  | \$52.39 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Powderman   | \$54.01 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Powderman's Helper  | \$52.39 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Power Jacks   | \$53.35 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Railroad Spike Puller - Power   | \$53.35 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Raker - Asphalt   | \$54.01 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Re-timberman  | \$54.01 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Remote Equipment Operator   | \$53.35 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Rigger/Signal Person  | \$53.35 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Rip Rap Person  | \$52.39 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Rivet Buster  | \$53.35 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Rodder  | \$53.35 | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a> | Scaffold Erector  | \$52.39 | 7A | 4Y | 8Y | <a href="#">View</a> |



|      |   |   |          |    |    |    |                      |
|------|---|---|----------|----|----|----|----------------------|
| King | <a href="#">Laborers</a>                  | Scale Person  | \$52.39  | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Sloper (Over 20")                                   | \$53.35  | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Sloper Sprayer                                      | \$52.39  | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Spreader (Concrete)                                 | \$53.35  | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Stake Hopper  | \$52.39  | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Stock Piler   | \$52.39  | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Swinging Stage/Boatswain Chair                      | \$44.40  | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Tamper & Similar Electric, Air & Gas Operated Tools | \$53.35  | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Tamper (Multiple & Self-propelled)                  | \$53.35  | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Timber Person - Sewer (Logger, Shorer & Cribber)    | \$53.35  | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Toolroom Person (at Jobsite)                        | \$52.39  | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Topper  | \$52.39  | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Track Laborer                                       | \$52.39  | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Track Liner (Power)                                 | \$53.35  | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Traffic Control Laborer                             | \$47.48  | 7A | 4Y | 9C | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Traffic Control Supervisor                          | \$50.31  | 7A | 4Y | 9C | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Truck Spotter                                       | \$52.39  | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Tugger Operator                                     | \$53.35  | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Tunnel Work-Compressed Air Worker 0-30 psi          | \$129.67 | 7A | 4Y | 9B | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Tunnel Work-Compressed Air Worker 30.01-44.00 psi   | \$134.70 | 7A | 4Y | 9B | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Tunnel Work-Compressed Air Worker 44.01-54.00 psi   | \$138.38 | 7A | 4Y | 9B | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Tunnel Work-Compressed Air Worker 54.01-60.00 psi   | \$144.08 | 7A | 4Y | 9B | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Tunnel Work-Compressed Air Worker 60.01-64.00 psi   | \$146.20 | 7A | 4Y | 9B | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Tunnel Work-Compressed Air Worker 64.01-68.00 psi   | \$151.30 | 7A | 4Y | 9B | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Tunnel Work-Compressed Air Worker 68.01-70.00 psi   | \$153.20 | 7A | 4Y | 9B | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Tunnel Work-Compressed Air Worker 70.01-72.00 psi   | \$155.20 | 7A | 4Y | 9B | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Tunnel Work-Compressed Air Worker 72.01-74.00 psi   | \$157.20 | 7A | 4Y | 9B | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Tunnel Work-Gauge and Lock Tender                   | \$54.11  | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Tunnel Work-Miner                                   | \$54.11  | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Vibrator  | \$53.35  | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Vinyl Seamer  | \$52.39  | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Watchman  | \$40.36  | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Welder  | \$53.35  | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Well Point Laborer                                  | \$53.35  | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Laborers</a>                  | Window Washer/Cleaner                               | \$40.36  | 7A | 4Y | 8Y | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Asphalt Plant Operators                             | \$73.49  | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Assistant Engineer                                  | \$69.12  | 7A | 3K | 8X | <a href="#">View</a> |

|      |   |  |         |    |    |    |                      |
|------|---|--|---------|----|----|----|----------------------|
| King | <a href="#">Power Equipment Operators</a> | Barrier Machine (zipper)   | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Batch Plant Operator: concrete   | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Bobcat   | \$69.12 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Brokk - Remote Demolition Equipment  | \$69.12 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Brooms   | \$69.12 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Bump Cutter  | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Cableways  | \$73.49 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Chipper  | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Compressor   | \$69.12 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Concrete Finish Machine - Laser Scream   | \$69.12 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure       | \$72.28 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Concrete Pump: Truck Mount With Boom Attachment Over 42 ft                           | \$73.49 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Concrete Pump: Truck Mount With Boom Attachment Up To 42m                            | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Conveyors  | \$72.28 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Cranes friction: 200 tons and over   | \$75.72 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)  | \$74.22 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Cranes: 20 Tons Through 44 Tons With Attachments                                     | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments           | \$74.99 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Cranes: 300 tons and over or 300' of boom including jib with attachments             | \$75.72 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (Including Jib With Attachments) | \$73.49 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Cranes: A-frame - 10 Tons And Under  | \$69.12 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Cranes: Friction cranes through 199 tons   | \$74.99 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Cranes: through 19 tons with attachments, A-frame over 10 tons                       | \$72.28 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Crusher  | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Deck Engineer/Deck Winches (power)   | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Derricks, On Building Work   | \$73.49 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Dozers D-9 & Under   | \$72.28 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Drill Offers: Auger Type, Truck  | \$72.28 | 7A | 3K | 8X | <a href="#">View</a> |



|      |   |  |         |    |    |    |                      |
|------|---|--|---------|----|----|----|----------------------|
|      |   | Or Crane Mount   |         |    |    |    |                      |
| King | <a href="#">Power Equipment Operators</a> | Drilling Machine   | \$74.22 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Elevator And Man-lift:<br>Permanent And Shaft Type                           | \$69.12 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Finishing Machine, Bldwell And<br>Gamaco & Similar Equipment                 | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Forklift: 3000 Lbs And Over<br>With Attachments                              | \$72.28 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Forklifts: Under 3000 Lbs. With<br>Attachments                               | \$69.12 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Grade Engineer: Using Blue<br>Prints, Cut Sheets, Etc                        | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Gradechecker/Stakeman  | \$69.12 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Guardrail Punch  | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Hard Tail End Dump Articulating<br>Off- Road Equipment 45 Yards.<br>& Over   | \$73.49 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Hard Tail End Dump Articulating<br>Off-road Equipment Under 45<br>Yards      | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Horizontal/Directional Drill<br>Locator                                      | \$72.28 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Horizontal/Directional Drill<br>Operator                                     | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Hydralifts/Boom Trucks Over 10<br>Tons                                       | \$72.28 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Hydralifts/Boom Trucks, 10 Tons<br>And Under                                 | \$69.12 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Loader, Overhead 8 Yards. &<br>Over  | \$74.22 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Loader, Overhead, 6 Yards. But<br>Not Including 8 Yards                      | \$73.49 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Loaders, Overhead Under 6<br>Yards   | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Loaders, Plant Feed  | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Loaders: Elevating Type Belt   | \$72.28 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Locomotives, All   | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Material Transfer Device   | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Mechanics, All (leadmen - \$0.50<br>Per Hour Over Mechanic)                  | \$74.22 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Motor Patrol Graders   | \$73.49 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Mucking Machine, Mole, Tunnel<br>Drill, Boring, Road Header<br>And/or Shield | \$73.49 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Oil Distributors, Blower<br>Distribution & Mulch Seeding<br>Operator         | \$69.12 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Outside Hoists (Elevators And<br>Manlifts), Air Tuggers, Strato              | \$72.28 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Overhead, Bridge Type Crane:<br>.20 Tons Through 44 Tons                     | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Overhead, Bridge Type: 100   | \$74.22 | 7A | 3K | 8X | <a href="#">View</a> |

|      |   | Tons And Over  |         |    |    |    |                      |
|------|---|--|---------|----|----|----|----------------------|
| King | <a href="#">Power Equipment Operators</a> | Overhead, Bridge Type: 45 Tons Through 99 Tons                     | \$73.49 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Pavement Breaker   | \$69.12 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Pile Driver (other Than Crane Mount)                               | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Plant Oiler - Asphalt, Crusher                                     | \$72.28 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Posthole Digger, Mechanical  | \$69.12 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Power Plant  | \$69.12 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Pumps - Water  | \$69.12 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Quad 9, Hci 41, D10 And Over                                       | \$73.49 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Quick Tower - No Cab, Under 100 Feet In Height Based To Boom       | \$69.12 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Remote Control Operator On Rubber Tired Earth Moving Equipment     | \$73.49 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Rigger and Bellman   | \$69.12 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Rigger/Signal Person, Bellman (Certified)                          | \$72.28 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Rollagon   | \$73.49 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Roller, Other Than Plant Mbx                                       | \$69.12 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Roller, Plant Mbx Or Multi-lift Materials                          | \$72.28 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Roto-mill, Roto-grinder  | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Saws - Concrete  | \$72.28 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Scraper, Self Propelled Under 45 Yards                             | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Scrapers - Concrete & Carry All                                    | \$72.28 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Scrapers, Self-propelled: 45 Yards And Over                        | \$73.49 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Service Engineers - Equipment                                      | \$72.28 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Shotcrete/Gunite Equipment   | \$69.12 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons          | \$72.28 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons  | \$73.49 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons        | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons | \$74.22 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Shovel, Excavator, Backhoes: Over 90 Metric Tons                   | \$74.99 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Slipform Pavers  | \$73.49 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Spreader, Topsider & Screedman                                     | \$73.49 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Subgrader Trimmer  | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Tower Bucket Elevators   | \$72.28 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Tower Crane Up To 175' In Height Base To Boom                      | \$74.22 | 7A | 3K | 8X | <a href="#">View</a> |

|      |   |   |         |    |    |    |                      |
|------|---|---|---------|----|----|----|----------------------|
| King | <a href="#">Power Equipment Operators</a> | Tower Crane: over 175' through 250' in height, base to boom | \$74.99 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Tower Cranes: over 250' in height from base to boom         | \$75.72 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Transporters, All Track Or Truck Type                       | \$73.49 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Trenching Machines  | \$72.28 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Truck Crane Oiler/driver - 100 Tons And Over                | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Truck Crane Oiler/Driver Under 100 Tons                     | \$72.28 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Truck Mount Portable Conveyor                               | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Welder  | \$73.49 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Wheel Tractors, Farmall Type                                | \$69.12 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Power Equipment Operators</a> | Yo Yo Pay Dozer   | \$72.84 | 7A | 3K | 8X | <a href="#">View</a> |
| King | <a href="#">Truck Drivers</a>             | Asphalt Mix Over 16 Yards                                   | \$64.55 | 5D | 4Y | 8L | <a href="#">View</a> |
| King | <a href="#">Truck Drivers</a>             | Asphalt Mix To 16 Yards                                     | \$63.71 | 5D | 4Y | 8L | <a href="#">View</a> |
| King | <a href="#">Truck Drivers</a>             | Dump Truck  | \$63.71 | 5D | 4Y | 8L | <a href="#">View</a> |
| King | <a href="#">Truck Drivers</a>             | Dump Truck & Trailer  | \$64.55 | 5D | 4Y | 8L | <a href="#">View</a> |
| King | <a href="#">Truck Drivers</a>             | Other Trucks  | \$64.55 | 5D | 4Y | 8L | <a href="#">View</a> |



### Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (6/16/21), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

\_\_\_\_\_  
Bidder's Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date    City    State

**Check One:**

Sole Proprietorship     Partnership     Joint Venture     Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

\_\_\_\_\_

If a co-partnership, give firm name under which business is transacted:

\_\_\_\_\_

*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

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

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

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

THAT CONDITIONS OF THIS OBLIGATION ARE SUCH, that WHEREAS, the principal entered into a certain contract entitled ***Small Site Asphalt & Concrete Patching Repair Work (Contract #21-50-16)*** with Highline Water District, OWNER, dated the \_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

SIGNED AND SEALED THIS the \_\_\_\_ day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_  
SURETY

By: \_\_\_\_\_  
ATTORNEY-IN-FACT

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

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

**INSURANCE COVERAGE QUESTIONNAIRE**

Name of Insured: \_\_\_\_\_

Contract Number: **21-50-16**

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

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

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

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

Agency/Broker \_\_\_\_\_

Completed by (type) \_\_\_\_\_

Address \_\_\_\_\_

Completed by (Signature) \_\_\_\_\_

Name of Person to Contact \_\_\_\_\_

Telephone Number \_\_\_\_\_

Agenda Item No.: 5.2  
 Agenda Date: 07/07/21  
 Reviewed By: M. E.

Re: Authorize Small Site Asphalt and Concrete Patching Repair Work Contract #21-50-16  
Asphalt Patch Systems, Inc.

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

| FINANCIAL            |     |                                     |                   |                          |                       |                          |
|----------------------|-----|-------------------------------------|-------------------|--------------------------|-----------------------|--------------------------|
| <i>Expenditures?</i> | Yes | <input checked="" type="checkbox"/> | No                | <input type="checkbox"/> | N/A                   | <input type="checkbox"/> |
| <i>Budgeted?</i>     | Yes | <input checked="" type="checkbox"/> | No                | <input type="checkbox"/> | N/A                   | <input type="checkbox"/> |
| <i>Amount:</i>       |     | \$                                  | <u>125,000.00</u> |                          | <i>Plus Sales Tax</i> |                          |

**ATTACHMENTS:**

1. Resolution 21-7-7B
2. Attachment 1 – Bid Tabulation
3. Attachment 2 – Contract #21-50-16

**COMMENTS:**

The District sent Requests for Proposals on 06/16/21 to contractors from the Municipal Research Services Center Small Works Roster (MRSC Rosters - Roadway Construction, Repair & Maintenance – Asphalt Pavement Renewal). The District received three (3) responsive bids. The responsible bidder with the lowest responsive bid as defined in RCW 39.04.350 is Asphalt Patch Systems, Inc.

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