



**CITY OF LA CENTER
PUBLIC WORKS DEPARTMENT**

210 East 4th Street

La Center, WA 98629

Ph: 360-263-7665 Fax: 360-263-7666

REQUEST FOR BIDS: HMA PATCHING

The City of La Center, Washington is accepting bids until 2:00 PM on Thursday, October 3, 2024, via email at tcoleman@ci.lacenter.wa.us, Community Development & Public Works Director, or they can be hand delivered to 210 East 4th Street, La Center, Washington, 98629. An email receipt will be sent to those submitting via email. If you do not receive an email stating “received”, your bid has not been received. The bid is for patching 10 areas of road with HMA. The city will site prep for the patch. State of Washington Prevailing Wage Laws will apply to any contract between the contracting company and the City of La Center.

Work: See table of locations below. It is the responsibility of the contractor to verify field measurements and quantities. On site locations have been marked with white paint.

HMA Locations

Location	Area FT	SQ FT
Pacific HWY and 9th	5x60	300
Spencer Rd., between NO DUMPING signs	5.2x21.1	109.72
	6x17	102
	4.8x37.1	178.08
	5x12	60
	4.5x67.7	304.65
Sub total		754.45
Pacific at 7th	24.1x75	1807.5
*Southbound wheel rut	8x223	1784
Sub Total		3591.5
1st Cir	9x3	27
4th Cir	30x19	570
GRAND TOTAL		5243

Site: The contractor is fully responsible for verifying the measurements and quantities of the scoped work. Please send all questions to tcoleman@ci.lacenter.wa.us. We will provide an email response to all questions. No questions will be answered after September 26th, 2024.

Bid Proposal: Must include the following line-item breakdown and summary:

- | | |
|----------------------------------|----------|
| 1. Mobilization | \$ _____ |
| 2. HMA | \$ _____ |
| 3. Project Bond for Lump Sum Bid | \$ _____ |
| 4. Tax | \$ _____ |
| 5. Total Lump Sum Bid | \$ _____ |

Schedule: The contractor must complete work within 15 business days of a mutually accepted start date; work to be completed no later than November 15, 2024.

Bid Documents: Bids must be submitted in accordance with the outlined breakdown and schedule as noted above. This bid is posted on the city website located at <https://ci.lacenter.wa.us/city-departments/community-development/engineering/city-project-bids/>

Bond: Each bid shall be accompanied by a bid bond, postal money order, cash, cashier's check or certified check payable to the City of La Center in the sum of five (5%) percent of the bid amount, to be forfeited to the city by the successful bidder if he/she fails to enter into a contract and file an acceptable surety bond in the amount of 100% of the contract price within ten (10) calendar days of the award. The city reserves the right to reject any and all bids and to accept the bid deemed most advantageous to the City of La Center and to waive all informalities in the bidding.

The City of La Center Public Works, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

City Business License

Before beginning work you will need to obtain a city business license. The license can be obtained on the DOR website at www.dor.wa.gov and apply for the business license for La Center.

Wage Law Intents and Affidavits

If awarded the project, the contractor and each subcontractor shall complete or have on file a current "Statement of Intent to Pay Prevailing Wages" (Form L&I Number F700-029-000) before payment will be made for work performed. An "Affidavit of Wages Paid" (Form L&I Number F700-007-000) shall be required upon final acceptance of the public works project by the City. These forms are available from Washington State Department of Labor & Industries and can be filed electronically at:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/IntentAffidavits/File/default.asp>

The applicable prevailing wages for this project have an effective date of 10/1/2024 and are available electronically from the Washington State Department of Labor & Industries website.

All work will be conducted within Clark County.

Insurance

The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

- B. The Contractor shall keep this insurance in force during the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).
- C. If any insurance policy is written "on a claim" made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The insurance policies shall contain a "cross liability" provision.
- E. The Contractor's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or insurance pool coverage.
- F. All insurance policies and Certificates of Insurance shall include a requirement providing for a minimum of 30 days prior written notice to the Contracting Agency of any cancellation in any insurance policy.
- G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).
- H. The Contractor shall not begin work under the contract until the required insurance has been obtained and approved by the Contracting Agency.
- I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

- J. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

Additional Insured

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

- the City of La Center, and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

Subcontractors

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

Evidence of Insurance

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
3. Any other amendatory endorsements to show the coverage required herein.

Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

Commercial General Liability

A policy of Commercial General Liability Insurance, including:

- Per project aggregate
- Premises/Operations Liability
- Products/Completed Operations – for a period of one year following final acceptance of the work.

Personal/Advertising Injury
Contractual Liability
Independent Contractors Liability
Stop Gap / Employers' Liability
Explosion, Collapse, or Underground Property Damage (XCU)
Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$1,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

\$1,000,000	Each Accident
\$1,000,000	Disease - Policy Limit
\$1,000,000	Disease - Each Employee

Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) must provide the following minimum limit:

\$1,000,000	combined single limit
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Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.