



Anacortes City Council
Municipal Building Council Chambers
904 Sixth Street

NOTICE OF SPECIAL MEETING

April 5, 2017
5:00 p.m.

NOTICE IS HEREBY GIVEN that the Anacortes City Council will hold a special meeting on the evening of Wednesday, April 5, 2017 at 5:00 p.m. in the Municipal Building Council Chambers for the purpose of considering the following:

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Public Comment**
4. **Consent Agenda (Action)**
 - a. Contract Award: Downtown Sidewalks Phase 1 (17-028-TRN-001)
 - b. Contract Award: 2017 Asphalt Overlay Project (17-003-TRN-001)
5. **Other Business**
 - a. Packet Requirements for Public Works Contracts Placed on the Consent Agenda (Discussion)
6. **Adjournment**

Per Resolution 1949, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in, and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting.*

The City of Anacortes encourages people with disabilities to participate in public meetings.
For assistance with special needs, please contact Cherri Kahns at 360-299-1950 at least 48 hours prior to this meeting.



City Council Agenda Bill

Meeting Date: 4/5/2017

Agenda Item: 4a

Subject: Contract Award – Downtown Sidewalks Phase 1 – 3rd Street

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by	
	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
X	Darcy Swetnam, City Attorney

Action Type	
	Ordinance No.
	Code Revision?
	Resolution No.
X	Contract 17-028-TRN-001
	Public Hearing
	Staff Report

Summary Statement: City staff seeks Council consent to award a contract in the amount of \$111,290.25 to Larry Brown Construction, Inc. to construct the Downtown Sidewalks Phase 1 – 3rd Street Project.

Background: On March 15, 2017 the City solicited bids for the subject project and on March 28, 2017 a bid opening was conducted and 3 bids were received. Bid results are provided as an attachment hereto.

Budget Impact	
Amount Budgeted	\$300,000.00
Budget Account (BARS)	105.720.595.61.63
Proposed Expenditure	\$111,290.25
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Larry Brown Construction, Inc.
Amount	\$111,290.25
Start Date	Notice to Proceed
End Date	15 working days thereafter

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council approve a contract award in the amount \$111,290.25 to Larry Brown Construction, Inc. to construct the Downtown Sidewalks Phase 1 – 3rd Street Project.

Alternative Actions: N/A

Attachments (listed in order presented): Bid Results, Contract 17-028-TRN-001

BID PROPOSAL

TO: City of Anacortes
City Hall
904 Sixth Street
Anacortes, WA 98221

Attention: Eric Shjarback, P.E. – Assistant City Engineer

The undersigned, hereinafter called the bidder, declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official of the City of Anacortes; and that the proposal is made without any connection or collusion with any person making another proposal of this contract.

The bidder declares that he/she has carefully examined the contract documents for the construction of the project; that he/she has personally inspected the site; that he/she has satisfied him or herself as to the quantities involved, including materials and equipment and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the contract documents and that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this proposal.

The bidder declares that he/she has exercised his/her own judgment regarding the interpretation of subsurface information and has utilized all data, which he/she believes pertinent from the Engineer, Owner and other sources in arriving at his/her conclusions.

The bidder agrees that if this proposal is accepted, he/she will, within **TEN (10) CALENDAR DAYS** after Notification of Award, execute the contract with the City of Anacortes in the form of contract included in the contract documents, and will, prior to the time of execution of the contract, deliver to the City of Anacortes the Performance and Payment Bond, all Certificates of Insurance and proof of a City of Anacortes Business License required therein and will, to the extent of his/her proposals, furnish all necessary labor, tools, materials, equipment, and services required to do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the Engineer or other designated project representative there under.

The bidder further agrees, if awarded the contract, contract time shall begin on the first working day following the Notice to Proceed. Physical Completion shall be achieved within **FIFTEEN (15) WORKING DAYS** after the work commences.

In the event the bidder is awarded the contract and shall fail to complete the work within the time limit agreed upon as more particularly set forth in the contract documents, liquidated damages shall be paid to the owner per the Standard Specifications contained in the contract documents.

The bidder proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the contract documents and based upon the unit price, it being expressly understood that the unit price is independent of the exact quantities involved. Bidder agrees that the unit prices shown represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these contract documents.

The undersigned bids for complete construction of the following described project:

Location 3rd Street, between Commercial Avenue and Q-Avenue. Remove and replace: sidewalks and sidewalk ADA ramps, curbs, water meter boxes, permanent signs, storm sewer catch basins and pipe lines. Install new: driveway entrances, electrical conduit for future street lights; and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

CITY OF ANACORTES

DOWNTOWN SIDEWALKS PHASE 1 • 3RD STREET

ITEM NO.	PLAN QTY.	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1 LS	MOBILIZATION 1-09.14	At \$ <u>10,900⁰⁰</u> Per Lump Sum	\$ <u>10,900⁰⁰</u>
2	1 LS	S.P.C.C PLAN 1-07.15(1)	At \$ <u>355⁰⁰</u> Per Lump Sum	\$ <u>355⁰⁰</u>
3	1 LS	PROJ. TEMPORARY TRAFFIC CONTROL 1-10.5(1)	At \$ <u>3000⁰⁰</u> Per Lump Sum	\$ <u>3000⁰⁰</u>
4	3 EA	INLET PROTECTION 8-01.5	At \$ <u>94⁶⁰</u> Per Each	\$ <u>283⁸⁰</u>
5	131 LF	SAWCUTTING ASPHALT 2-02.5	At \$ <u>6⁰⁰</u> Per Linear Foot	\$ <u>786⁰⁰</u>
6	95 LF	SAWCUTTING CONCRETE 2-02.5	At \$ <u>4⁵⁰</u> Per Linear Foot	\$ <u>427⁵⁰</u>
7	198 CY	ROADWAY EXCAVATION INCLU. HAUL 2-03.5	\$ <u>42⁴⁰</u> Per Cubic Yard	\$ <u>8396²⁰</u>
8	180 TN	CRUSHED SURFACING TOP COURSE 4-04.5	At \$ <u>50⁰⁰ 45⁰⁰</u> Per Ton	\$ <u>8244⁰⁰</u> \$ 9000⁰⁰
9	1 LS	ELECTRICAL FOR STREET LIGHTS 9-30.6(7)	At \$ <u>6465⁰⁰</u> Per Lump Sum	\$ <u>6465⁰⁰</u>
10	2	CATCH BASIN TYPE 1	At \$ <u>1385⁰⁰</u>	\$ <u>2770⁰⁰</u>

11	62 LF	CORRUGATED POLYETHYLENE STORM SEWER PIPE, 12 IN. DIAM. 7-04.5	At \$ <u>5745</u> Per Linear Foot	\$ <u>3561.90</u>
12	1 EA	CONNECTION TO DRAINAGE STRUCTURE 7-05.5	At \$ <u>3600</u> Per Each	\$ <u>3600</u>
13	3 EA	WATER METER BOX 9-30.6(7)	At \$ <u>315</u> Per Each	\$ <u>945</u>
14	1 LS	PERMANENT SIGNING 8-21.5	\$ <u>835</u> Per Lump Sum	\$ <u>835</u>
15	365 LF	CEM. CONC. TRAFFIC CURB & GUTTER 8-04.5	At \$ <u>3340</u> Per Linear Foot	\$ <u>12,191</u>
16	3 EA	CEM. CONC. FHWA BLENDED TRANSITION ADA RAMP 8-14.5	\$ <u>2170</u> Per Each	\$ <u>6510</u> 2170.0
17	70 SY	CEM. CONC. DRIVEWAY ENTRANCE 8-14.5	At \$ <u>8055</u> Per Square Yard	\$ <u>5638.50</u>
18	396 SY	CEM. CONC. SIDEWALK 8-14.5	\$ <u>5585</u> Per Square Yard	\$ <u>22,116.40</u>
19	35 LF	CEM. CONC. PEDESTRIAN CURB 8-04.5	At \$ <u>3125</u> Per Linear Foot	\$ <u>1093.75</u>
20	8 CY	CEM. CONC. STAMPED PAVEMENT 5-04.5	At \$ <u>700</u> Per Cubic Yard	\$ <u>5600</u>
21	84 SF	DETECTABLE WARNING SURFACE 8-14.5	At \$ <u>83</u> Per Square Foot	\$ <u>6972</u>
Subtotal Base Bid:				\$ <u>111,290.25</u>
Base Bid Value Adjustment, plus or Minus				\$
Total Base Bid				\$ <u>111,290.25</u>

If the Bid Value Adjustment Plus or Minus is used to increase or decrease the Subtotal Base Bid, the Contractor who is awarded the project is required to submit a new complete proposal form with the adjustment to unit prices made together with the price extension. Said submittal will be made with two working days of the bid opening.

Proposal must be signed by an authorized representative of the firm submitting this bid.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States, that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

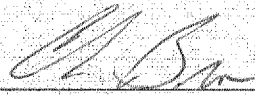
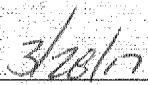
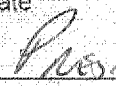
NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, Bidder collusion, or other fraudulent activities should use the "hotline" to report activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

X		
	Signature of authorized representative	Date
		
	Name of signator	Title

Proposal must be signed by an authorized representative of the firm submitting this bid.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Addendum 1, Initial CB

Addendum 3, Initial CB

Addendum 2, Initial CB

Addendum 4, Initial CB

A proposal deposit in an amount of five percent (5%) of the total bid is attached here in the form indicated below:

☒ Bid Bond

☐ Cashier's Check

☐ Certified Check

☐ Cash

The undersigned Bidder accepts all of the terms and conditions of the Instruction To Bidders, including and without limitation those dealing with the disposition of bid security. This bid will remain subject to acceptance for 60 days after the bid opening, or for such longer period of time that the Bidder may agree to in writing upon request of the Owner.

Name of Bidder:

LARRY BROWN CONSTRUCTION, INC.

Mailing Address:

P.O. BOX 29960

City, State, Zip:

BELLINGHAM, WA 98228

Telephone:

360.966.7206

Fax:

360.966.7203

Contractor's State License Number:

LARRYBLO99BP

City of Anacortes Business License
(Required if contract awarded)

By signing this proposal, the bidder agrees to all requirements contained in the contract documents.



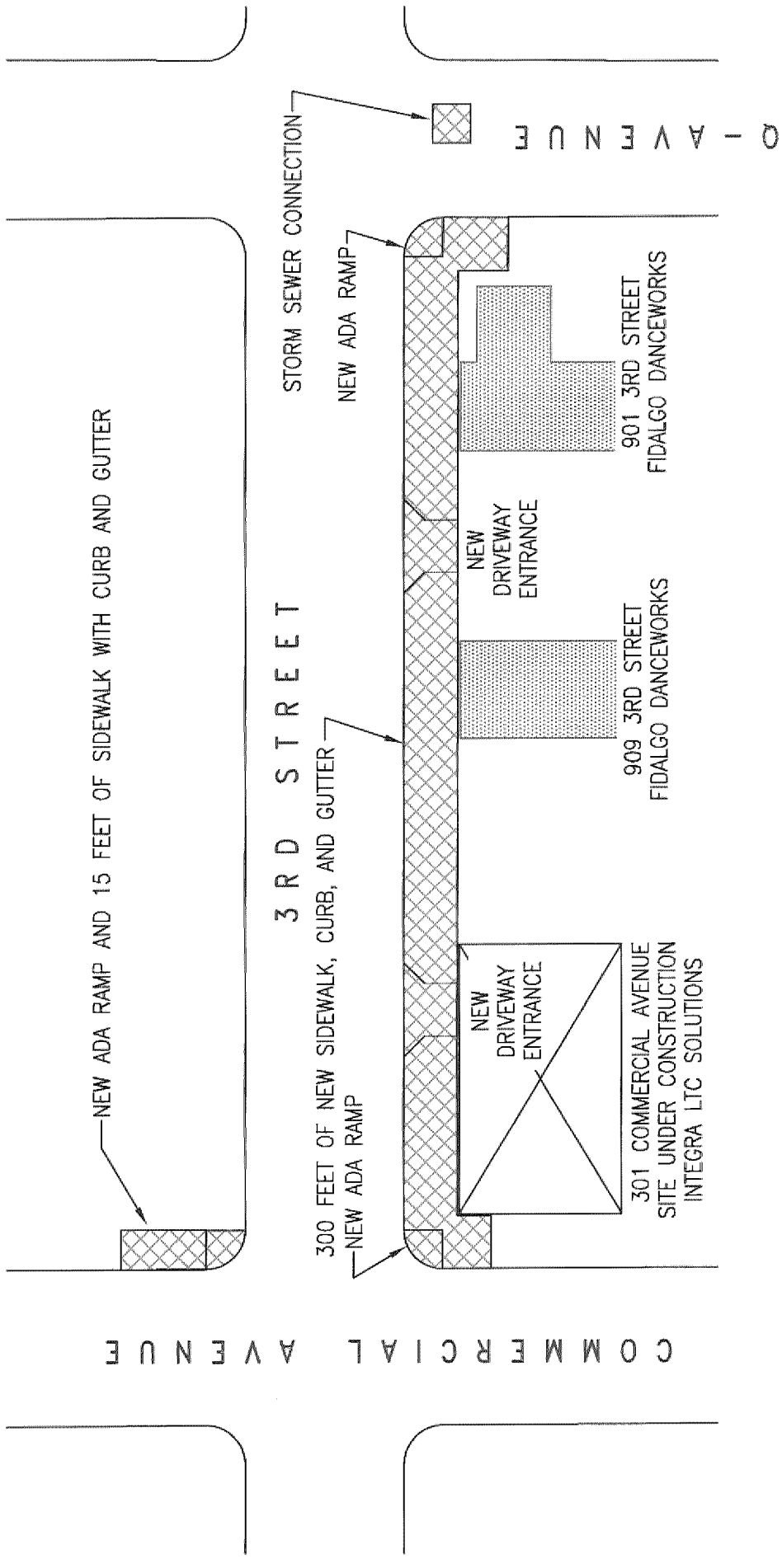
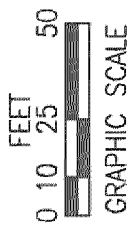
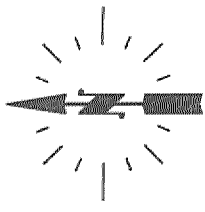
(Corporate Seal)

Name of Bidder

Title

Date

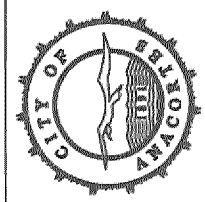
Signature of Bidder



31 MARCH 2017

GUNNAR H. CHRISTIANSEN
ENGINEERING TECHNICIAN 3

(360) 299-1989
WWW.CITYOFANACORTES.ORG



CITY OF ANACORTES
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
904 6TH ST
ANACORTES WA 98221
(360) 293-1920

**DOWNTOWN SIDEWALKS
PHASE 1 - 3RD STREET**

CONTRACT PW-17-028-TRN

PLAN FOR IMPROVEMENTS

PROJECT MAP

FILE: PLANS 17-028-TRN 2.DWG
SCALE: GRAPHIC
SHEET: 1 of 1

CITY OF ANACORTES TABULATION OF BIDS

Bid Item: Downtown Sidewalks Phase 1

Department: Engineering

Location: City Hall - Council Chambers

Date: 3/28/2017

Time: 3:30

TIME IN		COMPANY	BID AMOUNT
1.	3:12	Carman's Construction	\$ 116,061.65
2.	3:15	Larry Brown Construction, Inc.	\$ 111,290.25
3.	3:17	SRV Construction Inc.	\$ 118,110.00
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			

THIS AGREEMENT, made in two (2) copies, each of which shall be deemed original, and entered into this ____ day of _____, 2017, between the City of Anacortes, Washington, a Municipal Corporation (hereinafter called OWNER) and **Larry Brown Construction, Inc.** (hereinafter called the Contractor.)

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the OWNER and CONTRACTOR hereto covenant and agree as follows:

I. WORK.

The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the construction of **Downtown Sidewalks Phase 1 – 3rd Street** in accordance with and as described in the City of Anacortes document entitled “**Plans, Specifications, and Contract Documents – Downtown Sidewalks Phase 1 – 3rd Street**” which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Contract Documents.

II. ENGINEER.

Unless otherwise specifically stated, the word “Engineer” shall be understood to mean the OWNER’S Project Manager or the OWNER’S authorized representative who will perform the Contract Administration and field inspection responsibilities.

III. CONTRACT TIMES AND LIQUIDATED DAMAGES.

A. Contract Times:

Unless modified by the proposal, Contract time shall begin on the first working day following the Notice to Proceed. The contract time shall commence upon issuance of Notice to Proceed. Physical Completion shall be achieved within **15 WORKING DAYS** after the Work commences, as defined in Special Provisions (1-00.5).

Liquidated Damages:

1. If said work is not completed within the time specified for Physical Completion, the Contractor agrees to pay the Owner the sum specified in Section 1-08.9 of the Standard Specifications for each and every working day said work remains incomplete after expiration of the specified time, as liquidated damages.

IV. CONTRACT PRICE.

The OWNER, hereby promises and agrees with the Contractor to retain and does retain the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the plans and specifications contained in document entitled “**Plans, Specifications, and Contract Documents – Downtown Sidewalks Phase 1 – 3rd Street**”, and the terms and conditions herein contained, and hereby the OWNER contracts to pay CONTRACTOR for completion of the Work and in accordance to the same and the attached bid schedule, which is included as an **Exhibit A** to this Agreement based upon the Unit Prices shown. The total contract price is **One Hundred Eleven Thousand Two Hundred Ninety Dollars and Twenty-Five Cents (\$111,290.25).**

Interest:

1. Moneys not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

V. CONTRACTOR REPRESENTATIONS.

In order to induce OWNER to enter in this Agreement, CONTRACTOR’S representations are as set forth as follows:

- A. CONTRACTOR has familiarized him/herself with the nature and extent of the Contract Document, scope of Work, site conditions, locality, general nature of work to be performed by OWNER or others at the site that relates to Work required by the Contract Documents and local conditions and federal, state, and local laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of Work.
- B. CONTRACTOR has carefully studied and examined the supplement, referred to above, which pertain to the conditions (subsurface or physical) to or contiguous to the site which may affect cost, progress, performance, or furnishing of said Work as CONTRACTOR deems necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the 2012 WSDOT Specifications; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by CONTRACTOR for such purposes.
- C. CONTRACTOR has reviewed and checked information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and has included costs as defined by WSDOT Specifications.
- D. CONTRACTOR has correlated information known to CONTRACTOR and results of such observations, familiarizations, examination, investigations, explorations, tests, and studies with Contract Documents.
- E. CONTRACTOR has given OWNER written notice of conflicts, errors, ambiguities or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing Work.

VI. CONTRACT DOCUMENTS.

- A. Contract Documents that comprise the entire Agreement between OWNER and CONTRACTOR concerning Work are defined in the WSDOT Specifications.
- B. Exhibits to this Agreement include:
 - 1. Conformed Bid Form signed by CONTRACTOR.
 - 2. Executed Performance and Payment Bond.
 - 3. Required documents submitted by the CONTRACTOR prior to the execution of Agreement as identified in the "Instruction to Bidders".

VII. MISCELLANEOUS

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- B. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- C. It is further provided that no liability shall attach to the City of Anacortes, Washington, by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF the Contractor has executed this instrument on the day and year first below written and the Authorized Official has caused this instrument to be executed by and in the name of the City of Anacortes the day and year first above written.

LARRY BROWN CONSTRUCTION, INC.

CITY OF ANACORTES

Signature

MAYOR

Printed

Date

Title (printed)

Date



City Council Agenda Bill

Meeting Date: 4/5/2017

Agenda Item: 4b

Subject: Contract Award – 2017 Asphalt Overlay Project

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by	
	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
X	Darcy Swetnam, City Attorney

Action Type	
	Ordinance No.
	Code Revision?
	Resolution No.
X	Contract 17-003-TRN-001
	Public Hearing
	Staff Report

Summary Statement: City staff seeks Council consent to award a contract in the amount of \$660,185.02 to Colacurcio Brothers to construct the 2017 Asphalt Overlay Project.

Background: On March 16, 2017 the City solicited bids for the subject project and on March 29, 2017 a bid opening was conducted and three bids were received. Bid results are provided as an attachment hereto.

Budget Impact	
Amount Budgeted	\$1,115,000.00
Budget Account (BARS)	104.720.542.30.41
Proposed Expenditure	\$660,185.02
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Colacurcio Brothers
Amount	\$660,185.02
Start Date	Notice to Proceed
End Date	10 calendar days thereafter

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council approve a contract award in the amount \$660,185.02 to Colacurcio Brothers to construct the 2017 Asphalt Overlay Project

Alternative Actions: N/A

Attachments (listed in order presented): Bid Results, Contract 17-003-TRN-001

BID PROPOSAL

TO: City of Anacortes
City Hall
904 Sixth Street
Anacortes, WA 98221

Attention: Eric Shjarback, P.E. – City Engineer

The undersigned, hereinafter called the bidder, declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official of the City of Anacortes; and that the proposal is made without any connection or collusion with any person making another proposal of this contract.

The bidder declares that he/she has carefully examined the contract documents for the construction of the project; that he/she has personally inspected the site; that he/she has satisfied him or herself as to the quantities involved, including materials and equipment and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the contract documents and that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this proposal.

The bidder declares that he/she has exercised his/her own judgment regarding the interpretation of subsurface information and has utilized all data, which he/she believes pertinent from the Engineer, Owner and other sources in arriving at his/her conclusions.

The bidder agrees that if this proposal is accepted, he/she will, within **Ten (10) Calendar** days after Notification of Award, execute the contract with the City of Anacortes in the form of contract included in the contract documents, and will, prior to the time of execution of the contract, deliver to the City of Anacortes the Performance and Payment Bond, all Certificates of Insurance and proof of a City of Anacortes Business License required therein and will, to the extent of his/her proposals, furnish all necessary labor, tools, materials, equipment, and services required to do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the Engineer or other designated project representative there under.

The bidder further agrees, if awarded the contract, to begin work within **Ten (10) Working** days after the date of the Notice to Proceed and to achieve Physical Completion within **Twenty (20) Working** days from the date work begins, in accordance with the Notice to Proceed.

In the event the bidder is awarded the contract and shall fail to complete the work within the time limit agreed upon as more particularly set forth in the contract documents, liquidated damages shall be paid to the owner per the Standard Specifications contained in the contract documents.

The bidder proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the contract documents and based upon the unit price, it being expressly understood that the unit price is independent of the exact quantities involved. Bidder agrees that the unit prices shown represent a true measure of the labor

and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these contract documents.

The undersigned bids for complete construction of the following described project:

The project provides for the asphalt pavement overlay within the right-of-way of Commercial Avenue, L Avenue 3rd Street, 8th Street, 9th Street and 10nd Street, and outside the right-of-way in the North Parking Lot of Storvik Park at 1201 29th Street, including but not limited to Planing Bituminous Pavement, Pavement Repair, Roadway Excavation and Hauling, Asphalt Paving, Paint Striping, Utility Adjustments to Grade and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The project is located:

- Commercial Avenue, 2nd Street to 11th Street
- 3rd Street, Commercial Avenue to Q Avenue
- 8th Street, Commercial Avenue to Q Avenue
- 9th Street, O Avenue to Q Avenue
- 10th Street, O Avenue to Q Avenue
- L Avenue, 20th Street to 22nd Street
- Storvik Park North Parking Lot – 1201 29th Street

CITY OF ANACORTES 2017 ASPHALT OVERLAY PROJECT				
NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1 LS	MOBILIZATION 1-09.14	At \$ <u>34,000.00</u> Per Lump Sum	\$ <u>34,000.00</u>
2	1 LS	S.P.C.C PLAN 1-07.15(1)	At \$ <u>1,500.00</u> Per Lump Sum	\$ <u>1,500.00</u>
3	EST. DOL.	FORCE ACCOUNT- UNANTICIPATED SITE WORK 1-10.5(1)	At \$10,000 Per Force Account	\$10,000
4	1 LS	PROJECT TEMPORARY TRAFFIC CONTROL 1-10.5(1)	At \$ <u>35,000.00</u> Per Lump Sum	\$ <u>35,000.00</u>
5	59 EA	INLET PROTECTION 8-01.5	At \$ <u>55.00</u> Per Each	\$ <u>3,245.00</u>

CITY OF ANACORTES 2017 ASPHALT OVERLAY PROJECT

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
6	130 CY	ROADWAY EXCAVATION INCL. HAUL 2-03.5	At \$ <u>36.00</u> Per Cubic Yard	\$ <u>4,680.00</u>
7	190 TONS	CRUSHED SURFACING TOP COURSE 4-04.5	At \$ <u>35.00</u> Per Ton	\$ <u>6,650.00</u>
8	60 SY	PAVEMENT REPAIR EXCAVATION INCL. HAUL 5-04.5	At \$ <u>30.00</u> Per Square Yard	\$ <u>1,800.00</u>
9	27,145 SY	PLANING BITUMINOUS PAVEMENT 5-04.5	At \$ <u>3.20</u> Per Square Yard	\$ <u>86,864.00</u>
10	3,350 TONS	HMA CL. ½ IN. PG64-22 5-04.5	At \$ <u>95.00</u> Per Tons	\$ <u>318,250.00</u>
11	22 EA	CIRCULAR FRAME AND COVER 7-05.5	At \$ <u>1,000.00</u> Per Each	\$ <u>22,000.00</u>
12	38 EA	ADJUST MANHOLE 7-05.5	At \$ <u>810.00</u> Per Each	\$ <u>30,780.00</u>
13	48 EA	ADJUST VALVE CASINGS TO GRADE 7-12.5	At \$ <u>650.00</u> Per Each	\$ <u>31,200.00</u>
14	6 EA	ADJUST MONUMENT CASINGS TO GRADE 8-13.5	At \$ <u>1,300.00</u> Per Each	\$ <u>7,800.00</u>
15	72 LF	REMOVING PLASTIC LINE 8-22.5	At \$ <u>6.60</u> Per Linear Foot	\$ <u>475.20</u>

CITY OF ANACORTES 2017 ASPHALT OVERLAY PROJECT

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
16	11,550 LF	PAINT LINE 8-22.5	At \$ 0.40 Per Linear Foot	\$ 4,620.00
17	3,554 LF	PAINTED WIDE LANE LINE 8-22.5	At \$ 0.42 Per Linear Foot	\$ 1,492.68
18	172 EA	PAINTED PARALLEL PARKING MARKER 8-22.5	At \$ 13.20 Per Each	\$ 2,270.40
19	5,610 SF	PLASTIC CROSSWALK LINE 8-22.5	At \$ 5.00 2.80 Per Square Foot	Plw 15,908.00 \$ 28,050.00
20	624 LF	PLASTIC STOP LINE 8-22.5	At \$ 8.30 Per Linear Foot	\$ 5,179.20
21	8 EA	PLASTIC ACCESS PARKING SPACE SYMBOL WITH BACKGROUND 8-22.5	At \$ 275.00 Per Each	\$ 2,200.00
22	32 EA	PLASTIC BICYCLE LANE SYMBOL 8-22.5	At \$ 275.00 Per Each	\$ 8,800.00
23	1 EA	PLASTIC SHARED LANE SYMBOL 8-22.5	At \$ 380.00 Per Each	\$ 380.00
24	0.6 HUN	RAISED PAVEMENT MARKER TYPE 2 8-09.5	At \$ 830.00 Per Hundred	\$ 498.00
25 *	1 LS	MOBILIZATION – STORVIK PARK 1-09.14	At \$ 5,000.00 Per Lump Sum	\$ 5,000.00

CITY OF ANACORTES 2017 ASPHALT OVERLAY PROJECT

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
26 *	2 EA	INLET PROTECTION –STORVIK PARK 8-01.5	At \$ 55.00 Per Each	\$ 110.00
27 *	1,225 SY	PLANING BITUMINOUS PAVEMENT – STORVIK PARK 5-04.5	At \$ 5.30 Per Square Yard	\$ 6,492.50
28 *	160 TONS	HMA CL. ½ IN. PG64-22 5-04.5	At \$ 105.00 Per Ton	\$ 16,800.00
29 *	425 LF	PAINT LINE – STORVIK PARK 8-22.5	At \$ 1.05 Per Linear Foot	\$ 446.25
30 *	2 EA	PLASTIC ACCESS PARKING SPACE SYMBOL WITH BACKGROUND – STORVIK PARK 8-22.5	At \$ 245.00 Per Each	\$ 490.00
* Rule WAC 458-20-170 applies to Bid Items 25 -30. Sales Tax is separately priced and added to the base bid price for these items. See Special Provision 1-07.2			Sub-Total:	\$ 659,691.23
			+ Sales Tax (8.5% of Items 25-30)	\$ 2,493.79
			Sub-Total Base Bid:	\$ 660,185.02
			+ Base Bid Value Adjustment, plus or Minus	\$ 0.00
			Total Base Bid	\$ 660,185.02

Note:

If the bid value adjustment is used to increase or decrease the SUB-TOTAL BASE BID, the Contractor who is awarded the project is required to submit a new complete proposal form with the adjustment to unit prices made together with the price extension. Said submittal will be made with two working days of the bid opening.

X 	03/29/17
Signature of authorized representative	Date
CHRIS COLACURCIO	SECY/TREAS
Name of signer	Title

Proposal must be signed by an authorized representative of the firm submitting this bid.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Addendum 1, Initial Ch

Addendum _____, Initial _____

Addendum _____, Initial _____

Addendum _____, Initial _____

A proposal deposit in an amount of five percent (5%) of the total bid is attached here in the form indicated below:

☒ Bid Bond

☐ Cashier's Check

☐ Certified Check

☐ Cash

Overlay 2017

2ND ST

3RD ST

4TH ST

5TH ST

6TH ST

8TH ST

9TH ST

10TH ST

11TH ST

O AVE

COMMERCIAL AVE

Q AVE

R AVE

R AVE

MARKET ST

0 110 220 Feet



Overlay 2017

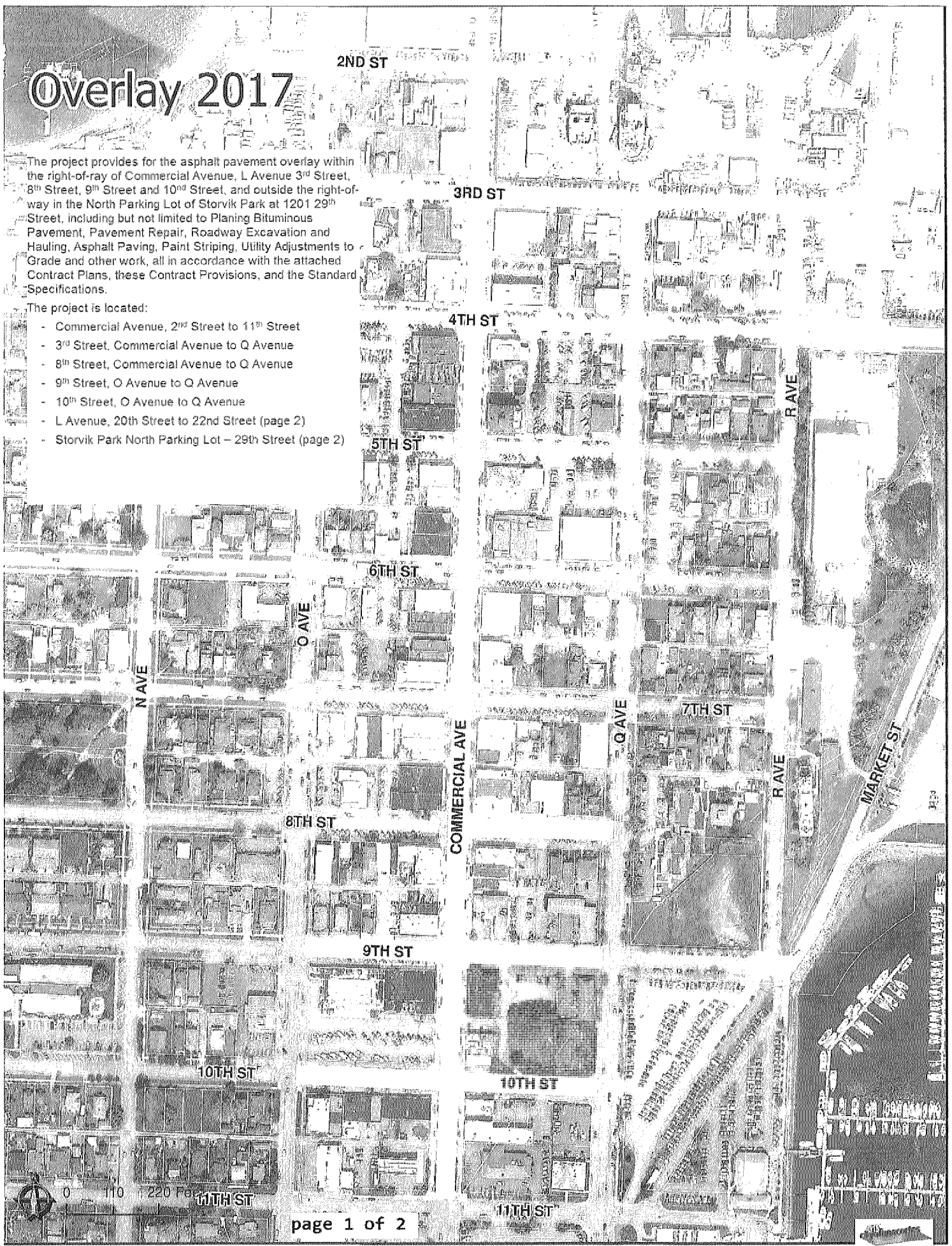


Overlay 2017

The project provides for the asphalt pavement overlay within the right-of-way of Commercial Avenue, L Avenue 3rd Street, 8th Street, 9th Street and 10th Street, and outside the right-of-way in the North Parking Lot of Storvik Park at 1201 29th Street, including but not limited to Planing Bituminous Pavement, Pavement Repair, Roadway Excavation and Hauling, Asphalt Paving, Paint Striping, Utility Adjustments to Grade and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The project is located:

- Commercial Avenue, 2nd Street to 11th Street
- 3rd Street, Commercial Avenue to Q Avenue
- 8th Street, Commercial Avenue to Q Avenue
- 9th Street, O Avenue to Q Avenue
- 10th Street, O Avenue to Q Avenue
- L Avenue, 20th Street to 22nd Street (page 2)
- Storvik Park North Parking Lot – 29th Street (page 2)



Overlay 2017



CITY OF ANACORTES TABULATION OF BIDS

Bid Item: 2017 Asphalt Overlay Project

Department: Engineering

Location: City Hall - Council Chambers

Date: 3/29/2017

Time: 10:00

	TIME IN	COMPANY	BID AMOUNT
1.	9:26	Lakeside Industries	\$754,165.03
2.	9:26	Cemex	\$705,592.31
3.	9:55	Colacurcio Brothers	\$660,185.02
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			

CONTRACT 17-003-TRN-001

THIS AGREEMENT, made in two (2) copies, each of which shall be deemed original, and entered into this ____ day of _____, 2017, between the City of Anacortes, Washington, a Municipal Corporation (hereinafter called OWNER) and Colacurcio Brothers (hereinafter called the Contractor.)

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the OWNER and CONTRACTOR hereto covenant and agree as follows:

I. WORK.

The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the construction of **2017 Asphalt Overlay Project, Project No. PW#17-003-TRN** in accordance with and as described in the City of Anacortes document entitled **“Plans, Specifications, and Contract Documents – 2017 Asphalt Overlay Project”** which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Contract Documents.

II. ENGINEER.

Unless otherwise specifically stated, the word “Engineer” shall be understood to mean the OWNER’S Project Manager or the OWNER’S authorized representative who will perform the Contract Administration and field inspection responsibilities

III. CONTRACT TIMES AND LIQUIDATED DAMAGES.

A. Contract Times:

1. Unless modified by the proposal, work shall start within **Ten (10) Calendar** days from the date of the Notice to Proceed. Physical Completion as defined in section 1-08.5 of the Special Provisions shall be achieved within **Twenty (20) Working** days after the work commences. The Contract Time shall commence upon issuance of the Notice to Proceed.

B. Liquidated Damages:

1. If said work is not completed within the time specified for Physical Completion, the Contractor agrees to pay the Owner the sum specified in Section 1-08.9 of the Standard Specifications for each and every working day said work remains incomplete after expiration of the specified time, as liquidated damages.

IV. CONTRACT PRICE.

The OWNER, hereby promises and agrees with the Contractor to retain and does retain the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the plans and specifications contained in document entitled **“Plans, Specifications, and Contract Documents – 2017 Asphalt Overlay Project”**, and the terms and conditions herein contained, and hereby the OWNER contracts to pay CONTRACTOR for completion of the Work and in accordance to the same and the attached bid schedule, which is included as an Exhibit to this Agreement based upon

the Unit Prices shown. The total contract price is Six Hundred Sixty Thousand One Hundred Eighty-Five Dollars and Two Cents (\$660,185.02).

A. Interest:

1. Moneys not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

V. CONTRACTOR REPRESENTATIONS.

In order to induce OWNER to enter in this Agreement, CONTRACTOR'S representations are as set forth as follows:

- A. CONTRACTOR has familiarized him/herself with the nature and extent of the Contract Document, scope of Work, site conditions, locality, general nature of work to be performed by OWNER or others at the site that relates to Work required by the Contract Documents and local conditions and federal, state, and local laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of Work.
- B. CONTRACTOR has carefully studied and examined the supplement, referred to above, which pertain to the conditions (subsurface or physical) to or contiguous to the site which may affect cost, progress, performance, or furnishing of said Work as CONTRACTOR deems necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the 2012 WSDOT Specifications; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by CONTRACTOR for such purposes.
- C. CONTRACTOR has reviewed and checked information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and has included costs as defined by WSDOT Specifications.
- D. CONTRACTOR has correlated information known to CONTRACTOR and results of such observations, familiarizations, examination, investigations, explorations, tests, and studies with Contract Documents.
- E. CONTRACTOR has given OWNER written notice of conflicts, errors, ambiguities or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing Work.

VI. CONTRACT DOCUMENTS.

- A. Contract Documents that comprise the entire Agreement between OWNER and CONTRACTOR concerning Work are defined in the WSDOT Specifications.
- B. Exhibits to this Agreement include:
 - 1. Conformed Bid Form signed by CONTRACTOR.
 - 2. Executed Performance and Payment Bond.
 - 3. Required documents submitted by the CONTRACTOR prior to the execution of Agreement as identified in the "Instruction to Bidders".

VII. MISCELLANEOUS

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- B. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- C. It is further provided that no liability shall attach to the City of Anacortes, Washington, by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF the Contractor has executed this instrument on the day and year first below written and the Authorized Official has caused this instrument to be executed by and in the name of the City of Anacortes the day and year first above written.

COLACURCIO BROTHERS

CITY OF ANACORTES

Signature

MAYOR

Printed

Date

Title

Date