



BID DOCUMENT COVER SHEET

Description of Project or Contract: **Compost Building Repair**

BID DEADLINE:

Date: **June 30, 2021, Wednesday**

Time: **2:30 pm**

Place: **City of Port Townsend**

Finance Department Front Desk

250 Madison Street, Suite #1

Port Townsend, WA 98368

PROPOSAL SUBMITTED BY:

Address:

Telephone:

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INVITATION TO BID

Project Name: The City of Port Townsend will be accepting bids for a project: Compost Building Repair

Project Description: Repair of the City's compost barn. It will involve removal and replacement of the broken footing, reinstalling a new footing and pole, installing a new truss, reinstalling existing metal on end of building, install bracing inside of building for new truss, repair any disturbed asphalt, reinstall existing downspout. The contractor who is awarded the contract will be responsible to obtain all permits needed for this repair.

The bid package and drawings may be found on the City's website:

<https://cityofpt.us/publicworks/page/new-bid-opportunities>

City representative for this project: Technical questions regarding this project may be directed to Bliss Morris via email bmorris@cityofpt.us or by mailing a written request to:

**Bliss Morris
250 Madison St. Ste. 2R
Port Townsend, WA 98368**

Questions which may impact the project or bid will be answered, in writing, in the form of an addendum and distributed to the contractors or firms appearing on the planholder's list.

Schedule and Completion Time. The successful bidder will have until October 30, 2021 to complete project.

Liquidated Damages. Liquidated damages for delay of \$ 100.00 per day will be assessed for each day that expires after the date substantial completion is to occur.

Bid Submittal. Only sealed bids will be accepted – See Instructions for Bidders.

Date for Bids. Bids will be accepted until **June 30, 2021 2:30 pm**, Finance Department, 250 Madison Street Suite, #1, Attention: Compost Building Repair Project, Port Townsend, WA 98368. Any bids received after the specified time and date will not be considered.

Prescribed Forms. Each bid must be submitted on the prescribed bid forms.

Right to Reject Bids. The City of Port Townsend reserves the right to reject any and/or all bids, and to accept the bid deemed most advantageous to the City of Port Townsend and to waive all informalities and irregularities in the bidding.

Dated this 7th day of June, 2021
City of Port Townsend, WA
By: John Mauro, City Manager

INSTRUCTIONS AND INFORMATION FOR BIDDERS

Receipt of Bids. Bids must be submitted on the forms provided herewith, all blanks of which must be appropriately filled in. **The bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, the date submitted, and the project name: Compost Building Repair** if forwarded by mail, the bid must be enclosed in another envelope addressed to the City of Port Townsend.

Withdrawal of Bids. Any bid may be withdrawn prior to the scheduled time for opening of bids or authorized postponement thereof. No bid or proposal may be withdrawn after the time set for the bid opening or before award of contract, unless said award is delayed for a period exceeding 60 days.

Late Bids. Any bid received after the time and date specified shall not be considered.

Bid Documents. Each bid must be accompanied by the following completed forms executed as required.

Exhibit A - Bid Proposal
Exhibit B – Responsible Bidder’s Criteria

Contract. The form of Contract is included in the bid package marked as Exhibit C, which form shall be used and required of the bidder to be executed for the Contract. The party to whom the Contract is awarded will be required to execute the Contract, provide insurance (Exhibit D), and to obtain a Performance Bond (Exhibit E) and Payment Bond (Exhibit F) or submit a Retainage in Lieu of Bonds form (Exhibit G) within 10 calendar days from the date when Notice of Award is delivered to the bidder.

Proposals. All bids must be made on the required Bid Proposal and must include the required bid documents. All blank spaces for bid prices must be filled in, in ink or typewritten, and the Bid Proposal must be fully completed and executed when submitted. Only one copy of the bid is required.

Basis of Award. The City will select and award the Contract to the lowest responsive, responsible bidder whose proposal, submitting the base bid, or base bid plus any alternatives (if any) selected by the City, as determined most advantageous to the City.

If at the time this contract is to be awarded, the lowest acceptable Bid exceeds the funds then estimated by the City as available, the City may reject all Bids or take such other action as best serves the City’s interest.

If the Bid Proposal form includes alternatives, City may accept all, part, or none of the listed alternative bids. Apparent low bidder selection may be based on the total of the base bid plus those alternative bids the City chooses to accept (at the sole discretion of the City.)

Award of Contract. Contract award or bid rejection will occur within 30 calendar days of bid opening.

Execution of Contract. Within 10 calendar days after the award date, the successful bidder shall return the signed Contract, and required insurance certification and bond as required by the Contract documents.

Waiver or Rejection. The City may waive any informality or minor defect or reject any and all bids at any time. Informalities in bids are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible, and waiver of the informality does not grant the bidder a competitive advantage.

Bidder Familiarity with Requirements. Bidders must satisfy themselves of the accuracy of estimated quantities, specifications and contract requirements, by personal examination of any plans, specifications, all bid and contract documents, the site or sites or location of the proposed work, and by any other examination or investigation which they may desire to make as to the nature of the contract requirements or any difficulties to be encountered. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his bid, and the bidder shall not assert that there was a misunderstanding concerning the work or of the nature of the work to be done, or of the requirements of the contract.

Attorneys-in-Fact. Attorneys-in-fact who sign a Performance Bond must file a certified and effective dated copy of their Power of Attorney with the bond.

Notice to Proceed. A Notice to Proceed shall be issued within 90 days of bid opening. Should there be reasons why the Notice to Proceed cannot be issued within such period, time may be extended by mutual agreement between the City and the Contractor. If the Notice to Proceed has not been issued within 90 days or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of each party.

Qualifications of Bidders. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence is submitted by or an investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out obligations of the contract and to complete the work contemplated therein.

Applicable Law. All applicable laws, ordinances and the rules and regulations of all authorities having jurisdictions over the City or of the work to be performed by the contractor shall apply to the contract throughout, and the bidder shall be required to be familiar with and comply with any such laws, ordinances, rules and regulations.

Conditional or Qualified Bids. A conditional or qualified bid will not be accepted.

Corrections, Interpretations and Addenda. Any omissions, discrepancies, or need for interpretation should be brought in writing, no later than 10 days before the bid opening date and sent to the attention of the following:

Bliss Morris
City of Port Townsend Public Works
250 Madison Street #2R
Port Townsend, WA 98368

Written addenda to clarify questions, which should arise, will then be issued if appropriate. All interpretation or explanation of the bid contract documents shall be in the form of an addendum, and no oral statements by the City or any other officer, employee or other agent or representative of the City shall in any way modify the contract or bid documents, whether made before or after letting the contract.

Insurance Requirements. All bidders will be required, if they are awarded the contract, to provide evidence of insurance in accordance with the requirements set forth in **Exhibit D**. Bidders should pay special note to the insurance requirements and insurance documents required.

Payment. Payment shall be made monthly upon submittal of a pay request for work performed to date as determined by the City. Failure to perform any of the obligations under the contract by Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved, including withholding amounts from any payment based on substantial completion to cover the City's cost to complete any punch list items.

Retainage. Pursuant to RCW 60.28, 5% retainage will be withheld from progress payments.

Performance Bond. A Performance Bond, in the form attached as **Exhibit E**, in the amount of 100% of the contract price, with a corporate surety approved by the City, will be required for the faithful performance of the contract.

Payment Bond. A Payment Bond in the form of attached as **Exhibit F**, in the amount of 100% of the contract price, with a corporate surety approved by the City, will be required for payment of workers and suppliers.

Retainage In Lieu of Bonds. The contractor may request, in the form of attached as **Exhibit G**, that the City retain 10% of the contract amount in lieu of obtaining a Performance Bond and a Payment Bond.

Lowest Responsive Responsible Bidder. It is the intent of Owner to award a contract to the lowest responsive and responsible bidder. In accordance with RCW 39.04.350 (SHB 2010/Chapter 133, Laws of Washington 2007), before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required to provide the City documentation demonstrating compliance with the criteria. The bidder must:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, **which must have been in effect at the time of bid submittal**;
 - a. **Before award of contract**, have a current Washington Unified Business Identifier (UBI) number;
2. **Before award of contract**, if applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title

- 50 RCW;
- c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
3. **At the time of award of contract**, not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- a. **At the time of the bid solicitation date** contractor may not have been found in violation of a Washington State Apprenticeship and Training Counsel requirements for the preceding year.
 - b. **At the time of the award of the contract**, have received training on the requirements related to public works and prevailing wage under Chapters 39.04 and 39.12 RCW from the Department of Labor & Industries (L&I) or a trainer approved by L&I. (Bidders that have completed at least three public works projects and have had a valid Washington business license for at least three years are exempt from the training requirement.)
 - c. **Within the three-year period immediately preceding the date of the bid solicitation**, not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082 any provision of chapter 49.46, 49.48 or 49.52 RCW.

Pursuant to Section 3 of SHB 2010/Chapter 133, Laws of Washington 2007), the bidder who is awarded the contract must verify responsibility criteria as listed in a) – d) above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility listed in a) – d) above and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by Chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in the project contract and in each subcontract of every tier.

Supplemental Bidder Responsibility Criteria – Only the apparent low bidder will be required to submit documentation of the supplemental criteria before contract award.

1. Delinquent State Taxes

- a. **Criterion:** The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- b. **Documentation:** The Bidder shall not be listed on the Washington State Department of Revenue’s “Delinquent Taxpayer List” website: <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx>.

2. Federal Debarment

- a. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.
- b. Documentation: The Bidder shall not be listed as a current debarred or suspended bidder on the U.S. General Services Administration's "Excluded Parties List System" website: <http://www.epls.gov/>.

3. Apprenticeship

- a. Criterion: The Bidder shall have complied with apprenticeship utilization goals on public works projects with such requirements, that were completed by the Bidder within three years of the bid submittal date for this project, unless there are extenuating circumstances acceptable to the Owner.
- b. Documentation: For each public works project with an apprenticeship utilization goal that was completed by the Bidder within three years of the bid submittal date for this project, the Bidder shall submit the following:
 - A list of such projects;
 - The owner and contact information for the owner's representative;
 - The apprenticeship utilization percentage goal for the project;
 - The actual percentage of utilization by the Bidder;
 - An explanation of any extenuating circumstances that contributed to the Bidder not meeting the goals.

The Owner may contact previous owners to validate the information provided by the Bidder, and shall consider whether the goals were mandatory or voluntary, and the validity of any explanation of extenuating circumstances.

4. Public Bidding Crime

- a. Criterion: The Bidder shall not have been convicted of a crime involving bidding on a public works contract within five years from the bid submittal deadline.
- b. Documentation: The Bidder shall sign a statement (on a form to be provided by the Owner) that the Bidder has not been convicted of a crime involving bidding on a public works contract. The Owner may also use independent sources of information that may be available to demonstrate whether the Bidder is in compliance with this criterion.

5. Subcontractor Responsibility

- a. Criterion: The Bidder's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that

each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.

- b. Documentation: The Bidder shall submit a copy of its standard subcontract form for review by the Owner, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

6. Claims Against Retainage and Bonds

- a. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects during the previous three years, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances acceptable to the Owner. For the purpose of this criterion, "Bidder" shall include the registered construction company submitting the bid, as well as the owner(s) of the company and any other construction companies the owner(s) may currently or previously have owned.
- b. Documentation: The Bidder shall submit a list of the public works projects completed within the previous three years and include for each project the following information:
 - The owner and contact information for the owner;
 - A list of claims filed against the retainage and/or payment bond for any of the projects listed;
 - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

The Owner may contact previous owners to validate the information provided by the Bidder.

7. Termination for Cause

- a. Criterion: The Bidder shall not have had any public works contract terminated for cause by a government agency during the five year period immediately preceding the bid submittal deadline for this project, unless there are extenuating circumstances acceptable to the Owner. For the purpose of this criterion, "Bidder" shall include the registered construction company submitting the bid, as well as the owner(s) of the company and any other construction companies the owner(s) may currently or previously have owned.
- b. Documentation: The Bidder shall sign a statement (on a form to be provided by the Owner) that the Bidder has not had any public works contract terminated for cause by a government agency during the five year period immediately preceding the bid submittal deadline for this project. The Owner may also use independent

sources of information that may be available to demonstrate whether the Bidder is in compliance

8. **Sales Tax/Use Tax.** Retail sales/use tax to be collected from the City on the Contract amount shall be stated separately in the spaces provided, as applicable, and shall not be included in the unit or lump sum prices stated in the Proposal. The amount of retail sales tax stated will not be considered as a competitive bid item and will be considered to be an estimate only.

All other federal, state, and local sales, use, or other taxes as required by federal, state, or local laws shall be included in the unit prices, lump sum price, or other prices stated in the Proposal.

Compliance with Labor Standards and Rate of Wage Requirements. The work under this Contract is to be paid for by public funds; therefore, the Contractor shall comply with the Washington State prevailing wage laws (RCW 39.04, RCW 39.12, RCW 43.19, and RCW 49.38). Copies of Pamphlet No. F700-032-000 (1-89) explaining the prevailing wage law is available from the following:

Department of Labor and Industries
ESAC Division
P.O. Box 44540
Olympia, WA 98504-4540
(360) 902-5335

The City does not guarantee that labor can be procured for the minimum wages shown on the referenced schedules. The rates of wages listed are minimum only, below which the Contractor cannot pay, and they do not constitute a representation that labor can be procured for the minimum listed.

**EXHIBIT A
BID PROPOSAL**

Proposal of _____
(hereinafter called "Bidder"), organized and existing under the laws of the State of, doing business as _____.

To the City of Port Townsend ("City"):

In compliance with your Invitation for Bids, Bidder hereby proposes to perform all work for the following project or contract: _____ in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the Notice to Proceed.

Bidder agrees to perform all work as described in the Contract Documents and detailed in the specifications provided for _____ for the lump sum of:

Total lump sum bid amount	\$ _____
Sales tax 9.1%	\$ _____
Total Bid	\$ _____

By signing this proposal:

the Bidder certifies that it has not, within the three-year period immediately preceding the bid solicitation date for this project, been determined to be a "willful" violator (as defined in RCW 49.48.082 of any provision of Chapters 49.46, 49.48, or 49.52 RCW) by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or by a civil judgment entered by a court that is authorized to enter such a judgment.

Further the Bidder certifies:

that the Bidder has not had any public works contract terminated for cause by a government agency during the five-year period immediately preceding the bid submittal deadline for this project.

Receipt is hereby acknowledged of Addendum(s) No(s): _____

[NOTE: write "none" if there were no addendums.]

1. If the Bidder is a sole proprietorship, so state and give the name under which business is transacted.
2. If the Bidder is a co-partnership, so state, giving firm name under which business is transacted.
3. If the Bidder is a corporation, this Proposal must be executed by its duly authorized officials.

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

Receipt is hereby acknowledged of Addendum(s) No(s): _____

[NOTE: write "none" if there were no addendums.]

4. If the Bidder is a sole proprietorship, so state and give the name under which business is transacted.
5. If the Bidder is a co-partnership, so state, giving firm name under which business is transacted.
6. If the Bidder is a corporation, this Proposal must be executed by its duly authorized officials.

Bidder's Firm Name

Date

By: _____

Authorized Signature (required)

Bidder's address and _____

telephone/email for
official communications: _____

EXHIBIT B

MANDATORY RESPONSIBLE BIDDER'S CRITERIA

Contractor's License # _____

UBI# _____

Do you have industrial Coverage? Yes ___ **No** ___

Employment Security Department # _____

State Excise Tax Registration # _____

Is your firm currently disqualified from bidding? Yes ___ **No** ___

Has your firm received a citation or assessment for a willful violation as defined in RCW 49.48.082 any provision of chapter 49.46, 49.48 or 49.52 RCW in the preceding 3 years? Yes ___ **No** ___

Subcontractor Responsibility:

- A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - 2. Have a current Washington Unified Business Identifier (UBI) number;
 - 3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

- b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

EXHIBIT C

SMALL WORKS CONTRACT

Between: City of Port Townsend and _____
For: _____
Commencing: _____
Terminating: _____
Amount: \$ _____

THIS AGREEMENT, made and entered _____ 2021 by and between _____ the **CITY OF PORT TOWNSEND**, a Washington municipal corporation (the “City”) and _____, a _____ corporation/partnership, (the “Contractor”).

RECITALS

WHEREAS, the City is desirous of contracting with Contractor for the **Compost Building Repair**

WHEREAS, pursuant to the invitation of the Owner extended through the Port Townsend Public Works Small Works Roster, the Contractor did, in accordance therewith, file with the Owner a proposal containing an offer which was invited by said notice, and

WHEREAS, the Owner has heretofore determined that said offer was the lowest responsive and responsible bid submitted;

NOW THEREFORE, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

- 1. Scope of Work to be Accomplished.** The Contractor shall do all the work, including all construction and services, and furnish all tools, materials and equipment for the **Compost Building Repair** in accordance with and as described in the attached plans and specifications, and shall perform any alterations in or additions to the work as provided under this Contract. 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 work provided for in this Contract, unless otherwise specified in the attached plans and specifications (**Attachment A**).
- 2. Contract Documents.** The Contract between the parties includes this Contract, along with the attached plans and specifications (**Attachment A**), project quote (**Attachment B**) Performance Bond (**Attachment C**), L&I form *Statement of Intent to Pay Prevailing Wages - Public Works Contract* (**Attachment D**), *Declaration of Option for Management*

of Statutory Retained Percentage (Attachment E), and specify bid documents, contractor proposals and/or exhibits if applicable ~~or~~ Small Works Roster listing (Attachment F), which are hereby incorporated by reference and made a part of this Contract as if set forth in full, and shall be referred to herein as the “Contract Documents”.

3. **City Responsibility/Payment.** The City hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials to do and cause to be done the above described Work and to complete and finish the same according to the attached plans and specifications, and the terms and conditions contained in this Contract. The City agrees to pay the Contractor for the actual work completed according to the Scope of Work, the sum of \$ _____. **[or: as described in the Contract Documents, and to pay for the same as set forth in the Contract Documents].**
4. **Time of Performance/Liquidated Damages.** Work shall start within **60** days of execution of this Contract and shall be completed by **October 30, 2021**. If the work is not completed within the time specified, the Contractor agrees to pay to the City the sum of \$100.00 for each and every day the work remains uncompleted after expiration of the specified time, as liquidated damages.
5. **Warranties/Guaranty.**
 - a. The Contractor warrants to the City that any materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
 - b. The Contractor for him/herself, and for his/her heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor. Contractor shall be responsible for, and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Contract Documents or from defects appearing or developing in the material or workmanship provided or performed under the Contract Documents within a period of one year after its acceptance thereof by the City.
6. **Change Orders.** Minor changes in the Work, in the amount of the Contract sum, or in the time for completion of the Work may be accomplished only by a written document, signed by the Contractor and **John Mauro, City Manager** on behalf of the City. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the change order.

7. **Insurance.** The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:
- a. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
 - b. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/competed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.
 - c. Worker's Compensation insurance at the limits established by the State of Washington.

Any payment of deductible or self insured retention shall be the sole responsibility of the Contractor. The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respect the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

[Note: In the event of a building construction project, or a major remodel of city buildings, per WCIA we should consider adding property insurance coverage, including Builder's Risk. See WCIA manual re: Insurance Requirements for Contracts, page 7.

8. **Performance Bond/Statutory Retainage/Prevailing Wages.**

- a. **Performance Bond.** Upon execution of his Contract, as required by Chapter 39.08 RCW, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sale's tax, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, and materialmen and all persons who supply them with provisions and supplies for carrying out the work under this Contract. This bond shall be in force until completion of the project and acceptance by the city and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall by furnished by a corporate surety company authorized to do business in the State of Washington, in a company acceptable to the City and on the form attached hereto.
- b. **Payment Bond.** Further the Contractor shall furnish a surety bond in the full amount of the contract price which shall guarantee the payment of all labor, mechanics, subcontractors, and materialmen and all persons who supply them with provisions and supplies for carrying out the work under this Contract. This bond

shall be in force until completion of the project and acceptance by the city and also upon such period thereafter during which the law allows liens to be filed and sued upon. This payment bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, in a company acceptable to the City and on the form attached hereto.

- c. ***Retainage in Lieu of Bonds.*** (Add for contracts of \$150,000 or less only on approval of the PW Director:] Alternately, pursuant to RCW 39.08.010, in lieu of the performance bond required under this section, at the option of the Contractor the City may retain ten percent of the Contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.
 - d. ***Retained Percentage.*** Pursuant to Section 60.28.011 RCW, the City will hold in trust five percent of the moneys earned by the Contractor pending completion of the work and final acceptance. In lieu of retainage, the Contractor may instead post a bond that is subject to the same claims as the retained funds, as further set forth in Section 60.28.011 RCW. The Contractor shall execute the attached “Declaration of Option for Management of Statutory Retained Percentage” for any monies reserved under Chapter 60.28 RCW.
 - e. ***Prevailing Wages.*** Pursuant to RCW Chapter 39.12.040, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor -- the attached “Statement of Intent to Pay Prevailing Wages,” which must be approved by the Department of Labor and Industries prior to its submission. Following the final acceptance of the project, the Contractor must submit -- on behalf of itself and each and every subcontractor -- an “Affidavit of Wages Paid” before the funds retained under subsection 8.2 of this Contract are released to the Contractor.
- 9. City Business License Required.** The Contractor must obtain a City of Port Townsend Business License before any payment under the Contract can be made.
- 10. Assignment/Delegation.** The Contractor shall not assign this Contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.
- 11. Applicable Law; Venue.** This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable state and local laws, regulations, rules and provisions of the Port Townsend Municipal Code and ordinances of the City of Port Townsend. Venue for any action hereunder shall be in Jefferson County.
- 12. Termination.** This Contract can be terminated by either party upon default in performance of the other party, if such default is not cured within 10 days of notice thereof, and upon notification of intent to terminate this Contract in writing 30 days prior to the date of

termination. In case of default, the non-defaulting party shall have any and all remedies available to it in law or equity.

- 13. Notices.** Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

TO CITY:

Public Works Department
City of Port Townsend
Attn: Bliss Morris
250 Madison St, Ste 2R
Port Townsend, WA 98368
Telephone: (360) 385-3000 ext. 3197
email: bmorris@cityofpt.us

- 14. Indemnity and Hold Harmless.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Contract 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 City, its officers, officials, employees, and volunteers, 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 the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

- 15. Independent Contractor.** For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee of the City.
- 16. Waiver.** Waiver by the City of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.
- 17. Attorney's Fees.** In the event any action is brought by either party to enforce the terms of this Contract or for breach of this Contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney's fees and costs and disbursements incurred by such party.

- 18. Entire Contract.** This Contract, together with all Bid Documents referred to herein, constitutes the entire agreement between the parties hereto.
- 19. Binding Effect.** This Contract shall be binding upon the parties, their heirs, personal representatives, successors and assigns.
- 20. Modification.** No modification of this Contract shall be of any force or effect, unless in writing signed by the parties.
- 21. Severability.** If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in full force and effect.
- 22. Corporate Authority.** Each individual executing this Contract is duly authorized to execute and deliver this Contract on behalf of the corporation in accordance with a duly adopted resolution of the Board of Directors of the corporation, or in accordance with the By Laws of said corporation, and that this Contract is binding upon the corporation in accordance with its terms. A certified copy of such resolution shall be furnished to the City within ten (10) days of the date of the execution of this Contract.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed as of the day and year first written above.

CITY OF PORT TOWNSEND

[Contractor]

By:

By:

John Mauro, City Manager

Date: _____

Its

Date: _____

Approved as to form:

Heidi Greenwood, City Attorney

EXHIBIT D

INSURANCE & INDEMNITY REQUIREMENTS FOR CONSTRUCTION PROJECTS

Indemnification / Hold Harmless

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Contract except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Contract 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 City, its officers, officials, employees, and volunteers, 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 the 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. The provisions of this section shall survive the expiration or termination of this Agreement.

Insurance

The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors,

1. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion,

collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CO 20 10 11 85 or a substitute endorsement providing equivalent coverage.

- c. Workers' Compensation coverage as required by the Industrial Insurance law-s of the State of Washington.
- d. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible or \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

2. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit.
- c. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

3. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

- a. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- b. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by

certified mail, return receipt requested, has been given to the City. The word “endeavor” is not acceptable language regarding the required notification.

- c. The insurance policies shall include the City as Additional Named Insured.

4. Contractor’s Insurance For Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

5. Waiver of Subrogation

The Contractor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extend covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise,

6. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

7. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project.

8. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

EXHIBIT E

WASHINGTON PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

of _____

hereinafter called the CONTRACTOR (Principal), and _____

a corporation duly organized and existing under and by virtue of the

laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Washington, as SURETY, are held and firmly bound unto

as OWNER (Obligee), in the sum of: _____

_____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the OWNER, dated, _____, 202__, for:

IN WITNESS:

NOW, THEREFORE, if the PRINCIPAL shall promptly and faithfully perform all the provisions of such Contract for the duration thereof, including the guarantee period, and shall faithfully discharge the duties and obligations therein assumed, then this obligation shall be void; otherwise it shall remain in full force and effect, and Surety shall defend and indemnify Owner against any loss or damage due to the failure of the Principal to strictly perform all obligations of the Contract.

This bond is provided pursuant to and in compliance with Ch. 39.08 RCW, the terms and requirements of which statute are incorporated herein.

This bond shall remain in force for a period of at least two (2) years after Substantial Completion, with respect to defective workmanship and material, and for any additional period until any claims with respect to defective workmanship and material are resolved, and shall otherwise secure all obligations of the Principal throughout any other periods of limitation.

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

PROVIDED, HOWEVER, that the conditions of this obligation shall not apply to any money loaned or advanced to the PRINCIPAL or to any subcontractor or other person in the performance of any such work.

The SURETY, for value received, hereby waives notice of any extension of time, alteration, addition or forbearance as to the terms of the Contract made or extended by OWNER or CONTRACTOR.

No right of action shall accrue upon or by reason hereof to, or for the use or benefit of, anyone other than the OWNER.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this day of, 202__, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By _____ (Seal)

Attest

SURETY

By _____ (Seal)

Attest

APPROVED AS TO FORM: _____, 202__

_____, OWNER

NOTE: The SURETY named on this bond shall be one who is licensed to conduct business in the state where the project is located, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act for the SURETY at the time of the signing of this bond.

END OF SECTION

EXHIBIT F

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

We the Undersigned _____ as
PRINCIPAL (Contractor) and _____
_____ a corporation organized and existing under and by virtue of the laws of the state of _____,
and duly authorized to do surety business in the state of
Washington and named on the current list of approved surety companies acceptable on federal
bonds and conforming with the underwriting limitations as published in the Authorized Insurance
List in the State of Washington published by the Office of the Insurance Commissioner and which
carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's
Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, unto CITY OF PORT TOWNSEND,
as OBLIGEE, in the sum of _____
Dollars (\$ _____) in lawful money of the United States of America, for the payment of that
sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a
contract with CITY OF PORT TOWNSEND dated _____, 2021, which contract
is hereunto annexed and made a part hereof, for accomplishment of the all contract terms for the
project described as follows: _____
_____.

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms,
subcontractors, corporations and/or others furnishing materials for or performing labor in the
prosecution of the Work provided for in the aforesaid contract, and any authorized extension or
modification thereof, including all amounts due for materials, equipment, mechanical repairs,
transportation, tools and services consumed or used in connection with the performance of such
Work, and for all labor performed in connection with such Work whether by subcontractor or
otherwise, and all other requirements imposed by law, then this obligation shall become null and
void; otherwise this obligation shall remain in full force and effect, subject, however, to the
following condition:

The above-named PRINCIPAL and SURETY hereby jointly and severally agree that every
claimant, who has not been paid in full, may sue on this bond for the use of such claimant,
prosecute the suit to final judgment in for such sum or sums as may be justly due claimant, and
have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs,
expenses or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that
all changes, extensions of time, alterations to the terms of the contract or to Work to be performed
thereunder or the Specifications accompanying the same shall be within the scope of the
SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change,

extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project.

SURETY shall indemnify, defend, and protect the CITY OF PORT TOWNSEND against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material persons, or any other person who provides supplies or provisions for carrying out the work.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

SURETY

CONTRACTOR

By: _____

By*: _____

Title: _____

Title: _____

Street Address

Street Address

City, State ZIP

City, State ZIP

Phone Number

Phone Number

* Must be signed by president or vice-president



**CONTRACTOR'S DECLARATION OF OPTION
IN LIEU OF PERFORMANCE BOND AND PAYMENT BOND
FOR PROJECTS \$150,000 OR LESS**

In lieu of providing a Performance Bond & Payment Bond, I hereby request to have the City of Port Townsend retain 10 percent of my payment for this project for a period of 30 days after acceptance of the completed work or until receipt of all necessary releases from the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

NAME (PLEASE PRINT) : _____

SIGNED: _____ DATE: _____

TITLE: _____

**ATTACHMENT H
PREVAILING WAGE RATES**

Below is the website address to find the current prevailing wages for Jefferson County as of the bid due date.

<https://secure.lni.wa.gov/wagelookup/>

SPECIFICATIONS/SUMMARY OF WORK

1. Obtain Jefferson County building permit
2. Removal of existing broken footing
3. Install new footing and pole
4. Install new roof truss
 - a. Old truss is on site for reference
5. Install new bracing inside of building
6. Reinstall existing metal siding, roofing, rain gutters, and downspout
7. Repair asphalt around new pole
8. Install existing downspouts

Photos for Reference



Photos for Reference



