



BID DOCUMENT COVER SHEET

Description of Project or Contract: Golf Course Well Pump Installation and Building

BID DEADLINE:

Date: **July 8, 2021**

Time: **2:00 pm**

Place: **City of Port Townsend**

Finance Department Front Desk

250 Madison Street, Suite #1

Port Townsend, WA 98368

PROPOSAL SUBMITTED BY:

Address:

Telephone:

email:

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INVITATION TO BID

Project Name. The City of Port Townsend will be accepting bids for a project:
Golf Course Well Pump Installation and Building

Project Description. This project includes: Constructing a building, contractor designed electrical system, and installing a City provided well pump and pump control panel. The construction will include but is not limited to building construction and mechanical including electrical and plumbing.

Documents. A complete set of contract documents and plans are available at <https://cityofpt.us/publicworks/page/new-bid-opportunities>

City representative for this project: Questions may be directed to the project manager, Ian Jablonski.

City of Port Townsend
Ian Jablonski, Water Resources Operations Manager
250 Madison Street, Suite 2R
Port Townsend, WA 98368
(360) 3815092
ijablonski@cityofpt.us

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 60 calendar days from the Notice to Proceed to substantially complete construction.

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 2:00 pm Thursday, July 8, 2021, Front Desk at City Hall, 250 Madison Street Suite, #1, Port Townsend, WA 98368. Hours are currently 10:00 am to 2:00 pm M-F. Bids may also be dropped off in the outdoor drop box. 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 minor irregularities in the bidding.

Dated this 16th 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 for which the bid is being submitted;** 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
Bid Bond or Bid Deposit

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) 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:

Ian Jablonski, Water Resources Operations Manager

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.

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, 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**;
2. **Before award of contract**, have a current Washington Unified Business Identifier (UBI) number;
3. **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;
4. **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).

5. **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 working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter [49.04](#) RCW for the preceding year.
6. **Before award of contract**, contractor must have received training on the requirements related to public works and prevailing wage under this chapter and chapter [39.12](#) RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the Department of Labor and Industries or by a training provider whose curriculum is approved by the Department. The Department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection.
7. **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 RCW 39.06.020, the bidder who is awarded the contract must verify responsibility criteria 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 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. **Business License** - A City of Port Townsend Business License endorsement is required.
2. **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>.
3. **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. 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.

4. 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.

5. 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.

6. Completion of Similar Projects

- a. Criterion: The Bidder shall have successfully completed three projects of a similar size and scope as required by the contract documents for this project. In evaluating whether the projects were “successfully completed,” the Owner may check owner references for the previous projects and may evaluate the owner’s assessment of the Bidder performance.
- b. Documentation: The Bidder shall submit a list of projects of similar size and scope to this project. For the purposes of meeting this criterion, the Owner has determined that “similar size and scope to this project” means projects that have the following characteristics: Building structure with plumbing, electrical and well installation as in pump details. The information about each project shall include the following:
 - Owner’s name and contact information for the owner’s representative;
 - Awarded contract amount;
 - Final contract amount;
 - A description of the scope of the project and how the project is similar to this project;
 - The Bidder’s assessment of its performance of each project, including but not limited to the following:
 - Quality control;
 - Safety record;
 - Timeliness of performance;
 - Use of skilled personnel;
 - Management of subcontractors;
 - Availability of and use of appropriate equipment;
 - Compliance with contract documents;
 - Management of submittals process and change orders.

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

9. 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.

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:

1. 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.
2. At the time of subcontract execution, the Contractor shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:
 - a. 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;
 - b. Have a current Washington Unified Business Identifier (UBI) number;
 - c. If applicable, have:
 - Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - A Washington Employment Security Department number, as required in Title 50 RCW;
 - A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - An electrical contractor license, if required by Chapter 19.28 RCW;

- An elevator contractor license, if required by Chapter 70.87 RCW.
- d. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

EXHIBIT C

**CITY OF PORT TOWNSEND
PUBLIC WORKS CONTRACT**

THIS AGREEMENT, made and entered into this __ day of _____, **20__**, by and between the **City of Port Townsend** (“*Owner*” or “*City*”), and _____ (“*Contractor*”):

WHEREAS, pursuant to the invitation of the Owner for bids, 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 herein, the parties hereto covenant and agree as follows:

- 1. Contract Scope of Work; Contract Documents.** The Contractor shall in a workmanlike manner do all work and furnish all tools, materials, and equipment for in accordance with and as described in the following Contract Documents (incorporated by reference in this Contract):
 - a. Public Works Contract;
 - b. Supplemental Conditions;
 - c. City of Port Townsend General Conditions;
 - d. Addenda;
 - e. Plans and specifications issued by the City in connection with the Invitation to Bid or request for proposal;
 - f. City of Port Townsend Engineering Design Standards (except as modified by any technical specifications in the plans and specifications);
 - g. Instructions for Bidders; Accepted Bid; and Invitation to Bid;
 - h. The Washington State Department of Transportation *Standards Specifications for Road, Bridge, and Municipal Construction* incorporating any amendments. (In *Specifications*, “Engineer” means City designated representative, which may be project manager, architect, or consulting engineer; “State,” “State of Washington” or “DOT” are replaced with “City;” “Secretary” is Public Works Director or designee.)

In the event of a conflict or discrepancy among or in the Contract Documents, interpretation shall be governed in the priority listed and set forth above.

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever they may be required for the transfer of materials and for constructing and completing the work provided for in these specifications to be furnished by the City of Port Townsend.

- 2. Contract Amount; Compensation.** The City of Port Townsend hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide materials and to do and cause to be done the above described work and to complete and finish the

same according to the Scope of Work and the terms and conditions herein contained and hereby contracts to pay for the same, the total sum of _____.

Payment shall be as provided in the Instructions for Bidders unless otherwise provided. 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.

- 3. Time for Completion; Penalty.** The Contractor will achieve substantial completion within 60 days of the Notice to Proceed.

The Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss as a result of mitigating transportation impacts if the Work is not substantially completed within the times specified in the above paragraph, plus any extensions thereof allowed, and further, that the Owner and Contractor recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time, and further that, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amount set forth in the Invitation to Bids for Liquidated Damages for each day that expires after the date specified in the above paragraph.

- 4. Insurance and Indemnity Requirements.** Contractor shall take out and maintain insurance as set forth in Exhibit D of the bid package, which is incorporated herein by reference.
- 5. Correction of Work.** If within one year after the date for Substantial Completion, any of the work is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after written notice to do so. If the Contractor fails to correct nonconforming work within a reasonable time after notice, City may, without prejudice to other remedies it may have, correct such deficiencies, and the Contractor shall pay the cost to the City, plus 10% City administrative overhead fee.
- 6. Attorney Fees.** If enforcement of this Contract requires either party to engage the services of an attorney or consultant, the prevailing party shall be entitled to recover reasonable legal costs, including attorney fees and expert fees, in connection with such enforcement, with or without suit.

IN THE WITNESS WHEREOF the parties hereto have caused this agreement to be executed this _____ day of _____, 20__.

City of Port Townsend

Contractor

By _____
John Mauro, City Manager

By _____

Name: _____

Title: _____

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 laws 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 of \$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 extent 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, _____, 20____, 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, 20____, 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: _____, 20____

_____, 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 _____, 20__, 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

EXHIBIT G

**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/>

SECTION 3
SPECIFICATIONS/SUMMARY OF WORK

This project is installation of a vertical turbine well pump in an existing well including:

- Construction of well house building;
- Installation of pump, column/shaft, and motor pumping works supplied by City;
- Piping inside well house;
- Electrical design and installation of all wiring and conduits and power panels;
- Installation of pump control, telemetry and instrumentation supplied by City;
- Underground piping between the well house and meter vault;
- Installation of water meter and associated piping inside the City provided vault;