



# CITY OF BAINBRIDGE ISLAND LIMITED PUBLIC WORKS

## INVITATION TO BID

**BID DUE DATE & TIME:** Quotation is to be submitted to the City of Bainbridge Island no later than 10:00 AM on the 17<sup>th</sup> of September, 2010.

**NOTE:** Work stated is subject to the terms and conditions stipulated in the bid document including Attachment "A". See Scope of Work which is attached hereto and incorporated herein by reference

**SUBMITTALS:** From minority, women, and disadvantaged business enterprises are encouraged pursuant to RCW 49.60 and RCW 39.19.060

**THIS BID SUBMITTED BY:**

BIDDER NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

**THE UNDERSIGNED** offers and agrees to furnish the goods or services on the date required at the price entered herein subject to the terms and conditions attached hereto.

**I CERTIFY** that the bid document has been read and understood and that all of the conditions contained therein are acceptable, and further, to the best of my knowledge the information contained in this bid proposal is accurate and complete and that I have the legal authority to commit this firm to a contractual agreement.

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**BID ISSUE DATE:** September 3, 2010

**PROJECT ESTIMATE:** \$ \_\_\_\_\_

**DEPARTMENT:** Public Works- Operations & Maintenance

**SUMMARIZED SCOPE:** This Public Works project consists of the purchase and installation of variable speed drive to an existing well pump and other related Miscellaneous items.

**Mail, Fax, Email, or Deliver** Bids to the City of Bainbridge Island Public Works Engineering Department no later than the bid due date and time listed above. Late and /or incomplete submittals will be classified as non-responsive and will not be considered for project award.

**PUBLIC WORKS REQUIREMENT:** The scope of work for this project constitutes a public work under State law. Bidders are cautioned to take into consideration of statutory legal requirements, particularly, the payment of prevailing wages, contract bond (if required), reporting requirements for the use of Subcontractors, and sales tax implications in making a bid.

**FOR** technical information regarding this project, please contact Aaron Claiborne, Engineer Technician 2 at 206.780.3585. For administrative assistance, please contact the Public Works Operations & Maintenance office Front Desk at 206.842.1212.

By: Aaron Claiborne  
Engineer Technician 2  
PHONE 206-780-3585  
Date: \_\_\_\_\_

By: Chris Wierzbicki  
City Engineer  
Date: \_\_\_\_\_

By: Lance Newkirk  
Public Works Director  
Date: \_\_\_\_\_

The city hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunities to submit bids, and will not be discriminated against on the grounds of race, color, sex, handicap or national origin in consideration for an award in compliance with RCW 49.60 and RCW 39.19.060



**CITY OF BAINBRIDGE ISLAND**  
**LIMITED PUBLIC WORKS**  
**PROPOSAL**

**Project: FLETCHER BAY WELL VFD**

**\*\* To ensure a responsible bid, please make sure Proposal is properly filled out, typed or in black ink, in its entirety, i.e. no blank spaces or lines. Items of work and materials to be provided, estimated quantities, units of measurement at the unit bid prices.\*\***

Item #	Items of Work / Materials to be Furnished	Est. Quantity	Unit	Unit Bid Price*	Total Price
<b>Bid items that include Washington State Sales Tax *</b>					
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
<b>Line A: Subtotal Bid Items that include Washington State Sales Tax</b>					<b>\$</b>
<b>Bid Items that do not include Washington State Sales Tax *</b>					
11					
<b>Line B: Subtotal Items that do not include Washington State Sales Tax</b>					<b>\$</b>
<b>Line C: Washington State Sales Tax @ 8.6% (applied to Line B only)</b>					<b>\$</b>
<b>Line D: Subtotal Lines B and C</b>					
<b>Grand Total (Total of Lines A and D)</b>					<b>\$</b>

Signature of Authorized Official / Date  
 Company Name

Print – Name /

\* Note: Include Washington State Retail Sales Taxes in the unit bid prices for all work for building, repairing or improving streets, roads, etc.; including: non-motorized facilities, related storm drainage, and power for street lighting. See Section 1-07.2 for additional information



# CITY OF BAINBRIDGE ISLAND LIMITED PUBLIC WORKS

## STATEMENT OF BIDDERS QUALIFICATIONS / RESPONSIBILITY CRITERIA

**PROJECT:** \_\_\_\_\_

**BUSINESS INFORMATION**

Name of Firm:	
Address:	
Payment Address:	
Contact Phone #:	
Fax #:	
Contact Name:	

**LICENSE & REGISTRATION INFORMATION (RCW 39.04.10 Sec. 2)**

State of Washington Dept. of Licensing Contractors Registration Number:	
State of Washington Unified Business Identification ( UBI) Number:	
State of Washington Dept. of Employment Security Number:	
State of Washington Dept. of Labor & Industries Workers Compensation Acct. Number:	
Washington State Excise Tax Registration Number:	
Federal Tax ID Number:	
City of Bainbridge Island Business License Number:	

**INSURANCE AND BONDING**

Name of Insurance Company:	
Name of Insurance Agent:	
Insurance Mailing Address:	
Insurance Phone #:	
Insurance Fax #:	



**CITY OF BAINBRIDGE ISLAND  
LIMITED PUBLIC WORKS CONTRACT**

**THIS CONTRACT** ("Contract" or "Agreement") is made this \_\_\_\_ day of \_\_\_\_, 2\_\_\_\_, by and between, the **CITY OF BAINBRIDGE ISLAND**, a municipal corporation ("City") and \_\_\_\_\_, ("Contractor") (individually a "Party" and collectively the "Parties").

In consideration of the terms and conditions set forth in this Contract, the Parties agree as follows:

**1. Contractor Services.** The Contractor shall furnish at its own cost and expense all labor, tools, materials and equipment required to construct and complete in a good workmanlike manner, and to the satisfaction of the City, the public works project known as \_\_\_\_\_ ("Project"). The Project is detailed in the Scope of Work, Exhibit A, and the following documents, which are attached hereto and incorporated herein by reference:

- Plans and Contract Drawings
- Scope of Work ( Exhibit A )
- General Provisions
- Special Provisions
- Contract Bond (if not waived by City)
- Schedule of Prevailing Wages
- Guarantee Form

**2. Notice to Proceed; Time of Completion.** The Contractor shall commence work within seven (7) days after the City issues a written Notice to Proceed, and shall complete the work within \_\_\_\_\_ calendar days from the City's issuance of the Notice to Proceed. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.

**3. Payment.**

**3.1 Payment amount and procedures.** The City shall pay the Contractor for all work and services covered by this Contract in an amount that shall not exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_), including applicable sales tax. The payment amount shall exclude approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. The Contractor shall submit monthly invoices for work and services performed in a previous calendar month in a format acceptable to the City. The City shall pay for the portion of the work described in the invoice that has been completed by Contractor and approved by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the work.

**3.2 Defective or Unauthorized Work.** If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have

the right to withhold payment for such work until it meets the requirements of the Contract. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City, including legal costs and attorneys' fees, beyond the maximum contract price under this Contract. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

**3.3 Final Payment; Waiver of Claim.** Thirty (30) days after completion and final acceptance of the Project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or agreed to in special contract provisions. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

**3.4 Retainage.** The City shall hold back a retainage in the amount of 5% of any and all payments made to the Contractor for a period of 60 days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries, and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

**4. Prevailing Wage.** The Contractor shall comply with and pay prevailing wages as required by Chapter 39.12 RCW, as it may be amended in the future. Prevailing rate shall be paid on public works and building service maintenance contracts, funded in part or in whole with Federal funds. Federal wage laws and regulations shall be applicable. No worker, laborer or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington.

Prior to making any payment under this Contract, the Contractor must submit to the City an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. Notice from Contractor and all subcontractors of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of the workers. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following the final acceptance of services rendered, Contractor shall submit an "Minimum Wage Affidavit" for themselves and any subcontractors.

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his/her decision therein shall be final and

conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as it may be amended in the future.

**5. Indemnification and Hold Harmless.** The Contractor shall protect, defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all claims, risks, injuries, damages, losses, suits, judgments, and attorney fees or other expenses of any kind arising out of or in any way connected with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the work shall not be grounds to avoid any of these covenants of indemnification.

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, agents and volunteers, the Contractor's liability under this section shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided under this section 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 Contract.

**6. Compliance with Laws.** The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Any violation of the provisions of these applicable laws and regulations shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

**7. Job Safety.**

**7.1 Work Site Safety.** Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

**7.2 Trench Safety.** All trenches shall be provided with adequate safety systems as required by Chapter 49.17 RCW and WAC 296-155-650 and 655. Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and 655.

**8. Utility Location.** Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an "excavator" for the purposes of Chapter 19.122

RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW including utilization of the “one call” locator system, before commencing any excavation activities.

**9. Warranty and Guarantee.** Contractor shall warrant and guarantee the materials and work to be free of defects for a period of two (2) years after the City's final acceptance of the entire Project. Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.

**10. Correction of Defects.** Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of the City's mailed notice of discovery, and shall complete such work within a reasonable time agreed to by both parties. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the Contractor shall pay all costs incurred by the City to perform the correction. In the event the Contractor does not accomplish corrections within the time specified, the correction work will be otherwise accomplished by the City and all costs of same shall be paid by the Contractor.

**11. Change Order/Contract Modification.**

**11.1 Amendments.** This Contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written change order properly signed by both parties.

**11.2 Change orders.** The City may issue a written change order for any change in the work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. If the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving the written change order. If the Contractor fails to require a change order within the time frame allowed the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the work. If the Contractor

disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below.

**11.3 Procedure and Protest by Contractor.** If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor shall, within fourteen (14) calendar days, provide a signed written notice of protest to the City that states the date of the notice of the protest, the nature and circumstances that caused the protest, the provisions of the Contract that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the payment for work or time by an equitable adjustment.

**11.4 Failure to Protest or Follow Procedures Constitutes Waiver.** By not protesting or failing to follow procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work, and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations).

**11.5 Contractor's Duty to Complete Protested Work.** In spite of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.

**11.6 Contractor's Acceptance of Changes.** The Contractor accepts all requirements of a change order by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. A change order that is accepted by the Contractor as provided herein shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

**12. Claims.** The Contractor shall give written notice to the City of all claims other than change orders within thirty (30) days of the occurrence of events giving rise to the claim, but in no event later than the time of approval by the City for final payment. Any claim for damages, additional payment for any reason, or extension of time shall be conclusively deemed to have been waived by Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract. At a minimum, a Contractor's written claim must include the information required in 11.3 regarding protests.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM IN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

The Contractor must, in any event, file any claim or bring any suit arising from or connected to this Contract within 120 calendar days from the date the work is completed. Contractor upon making application for the final payment, shall be deemed to have waived its

right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

**13. Contractor's Risk of Loss.** It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he/she has familiarized himself/herself with all existing conditions and other contingencies likely to affect the work, and has made his/her bid accordingly, and that Contractor shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

**14. 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.

A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. 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.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and 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 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 endorsement CG 20 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. 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. 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:

1. The Contractor's insurance coverage shall be primary insurance as respect to 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.

2. 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.

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

E. 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.

F. Subcontractors. The contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the contractor.

The contractor's insurance shall contain a clause stating that the coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insured liability. The contractor's insurance shall be primacy insurance with respect to the City and the City shall be given 30 days prior written notice of any cancellation, suspension or material change in coverage.

**15. Contract Bond.** (City must check and initial above one of the following boxes.) The City  waives  does not waive the bond/surety provisions of this paragraph pursuant to RCW 39.04.155(3). If the City waives these provisions then Contractor need not complete this section. If the City does not waive these provisions then Contractor shall provide the following:

A Contract bond in the amount of 100% of the Contract price and no less. The bond must be accepted by the City prior to the execution of the Contract, and shall be in a form approved by the City. The bond shall be released thirty (30) days after the date of final acceptance of the work performed under this Contract and receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries in settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

**16. Termination.** This Contract shall terminate upon satisfactory completion of the work described in the Scope of Work (Attachment A) and final payment by the City. The City may

terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient, by giving ten (10) days written notice to the Contractor.

In the event this Contract is terminated by the City, Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work (Attachment A) is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

**17. Attorney's Fees and Costs.** If any legal proceeding is brought for the enforcement of this agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

**18. General Administration.** The Project Manager of the Bainbridge Island shall have primary responsibility for the City under this Contract to oversee and approve all work performed as well as all financial invoices. The Contracts Coordinator of the City of Bainbridge Island shall have primary responsibility for the City under this Contract to review and process all contract documents as well as all financial invoices.

**19. Ownership of Documents.** On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

**20. Subletting or Assigning of Contracts.** Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the prior written consent of the other. If subcontract work is needed, prior to approval by the City, the Contractor must verify that their first tier subcontractors meet the bidder responsibility criteria as written in Chapter 39.04.350 RCW.

**21. Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Contract. As Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City

CONTRACT FORMS

hereunder, no agent, employee, representative or subcontractor of Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Contractor or his employees, agents, representatives or subcontractors. Contractor will be solely and entirely responsible for his acts and for the acts of Contractor’s agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that Contractor performs hereunder

**22. Nonwaiver of Breach.** The failure of the City to insist upon strict performance of any of the terms and rights contained in this Contract, or to exercise any option contained in this Contract in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

**23. Written Notice.** All communications regarding this Contract shall be sent to the Parties at the addresses listed below in the Contact information, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on 3 calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract.

**24. Discrimination.** The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

**25. Term.** This Contract shall be effective from the date of Contract execution through expiration of the warranty period as described in section 9.

**IN WITNESS WHEREOF,** the Parties have executed this Contract on the day and year above written.

**CITY OF BAINBRIDGE ISLAND:**

**CONTRACTOR:**

Signature: \_\_\_\_\_  
City Manager

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Taxpayer ID #: \_\_\_\_\_

*CONTRACT FORMS*

**CITY CONTACT:**

Print Name: \_\_\_\_\_  
City of Bainbridge Island  
280 Madison Ave. N  
Bainbridge Island, WA 98110  
Phone: 206.842.2016  
Fax: 206.780.3710

**SERVICE PROVIDER CONTACT:**

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone : \_\_\_\_\_  
Fax: \_\_\_\_\_  
Contractor License #: \_\_\_\_\_  
(if this is a new contractor or if Contractor has never conducted work with the City, a W-9 form must be attached to this agreement)

**ATTEST/AUTHENTICATED:**

Signature: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

Signature: \_\_\_\_\_  
Office of the City Attorney

**EXHIBIT "A"**  
**PROJECT - SCOPE OF WORK**

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### 1.1 Proposal – Statement of Proposed Subcontractors

- The Bidder shall submit with the bid, or within one (1) hour after the time for submittal of sealed bids, the names of all subcontractors, in accordance with RCW 39.30.060. The list shall include the name of the subcontractor, the category of work to be performed by the subcontractor, the contract value of the work to be performed, and the percentage of the total bid price which is comprised of such subcontractor’s work. Failure to submit this list shall render the Bidder’s bid non-responsive and, therefore, void. The form provided below may be used or a separate form submitted, provided it complies with the general format set forth below. If a separate form is used, the Bidder’s name must be set forth on the form. The successful bidder must have the written permission of the City of Bainbridge Island to make any changes to the list submitted, which permission may be withheld unless the Bidder provides justification sufficient to the City for such change. To prevent bid shopping after the award of the bid, the Bidder’s ability to subcontract the intended work at a lesser price than that set forth in the list shall not, in and of itself, be deemed reasonable justification.

**SUBCONTRACTOR LISTING**

Work Category	Subcontractor Name	Contract Value	% of Contract Price
Electrical		\$	\$
Plumbing			
HVAC			
Totals			

- After award of the Contract, the Bidder to whom the Contract is awarded must submit, **prior to starting the work**, a list of all subcontractors the Contractor intends to use on the Project, regardless of the value of the work such subcontractor will be performing. The list shall contain the name of the subcontractor, the category of work to be performed by the subcontractor, the Contract value of the work to be performed by the subcontractor, and the percentage of the total Contract price which is comprised of such subcontractor’s work. The list shall be set forth in the general format set forth below. The Contractor must have the written permission of the City of Bainbridge Island to make any changes to this list, which permission will not be unreasonably withheld provided that the subcontractor’s work comprises less than 10% of the total contract price.

## Contract Bond

**KNOW ALL PEOPLE BY THESE PRESENTS:**                    **BOND NO.:**

That we, \_\_\_\_\_, the CONTRACTOR, herein referred to as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto THE CITY OF BAINBRIDGE ISLAND (hereinafter the "OWNER") in the full sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), Lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS of this obligation are such that, whereas, the Principal has entered into an agreement in writing with the OWNER, dated \_\_\_\_\_ 20\_\_\_\_, for the construction the **City of Bainbridge Island, \*\*\*\*PROJECT NAME\*\*\*\*** according to the terms, conditions and covenants specified in the agreement including all of the contract documents therein referred to, which are hereby referred to and made a part hereof as fully and completely as though set forth in detail herein, and

WHEREAS, it is understood and made a part of the consideration for this obligation that the OWNER shall have the right to sue on this bond in its own name to recover for any loss, injury, damage or liability whatsoever sustained or incurred by it by reason of any breach of the contract documents, or of any provision in this bond, in the same manner and to the same extent as though this obligation ran directly to the OWNER.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform all of the provisions and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract during the period of the original contract and any extensions thereof that may be granted by the OWNER, with or without notice to the surety; and during the life of any guaranty required under the Contract; and shall. also well and truly perform and fulfill all of the undertakings, covenants, terms and conditions and agreements of any and all duly authorized modifications of said Contract that may hereinafter be made; notice of which modifications to the surety being hereby waived; and furthermore shall pay all persons laborers, mechanics, and subcontractors and material men, and all persons who shall supply such person or persons and such Principal or subcontractors with provisions and supplies for the carrying on of such Work, shall indemnify and save harmless OWNER from all cost and damage by reason of the Principal's default or failure to do so, and shall pay the State of Washington sales and use taxes, and amounts due said State pursuant to Titles 50 and 51 of the Revised Code of Washington; and shall further indemnify against defects in the workmanship or materials entering into any part of the Work as defined in the agreement that shall develop or be discovered within two years after the final acceptance of such Work, then this obligation shall be null and void, otherwise to remain in full force and effect; provided, that the provisions of this bond shall not apply to any money loaned

CONTRACT FORMS

or advanced to the Principal or any subcontractor or other person in the performance of any such Work.

IT IS FURTHER DECLARED AND AGREED that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding. And the Surety hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the Work to be performed thereunder or the Project Specifications shall in any way affect its obligation on this Bond, and the Surety hereby waives notice of any change, extension of time, alteration or addition to the terms of the Agreement, the Work or the Project Specifications. Surety shall supply a Power of Attorney stating verifying the authority of the person(s) executing this Bond on behalf of the Surety.

Sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Attachments: Surety Power of Attorney

## Declaration of Option for Management of Statutory Retained Percentage

Contractor shall declare an option for management of the statutory retained percentage for this Contract by affixing signature and date to one of the following three options in accordance with RCW 60.28.011(4) and subject to the conditions of the Measurement and Payment Section:

I hereby elect to have the retained percentage of this Contract **HELD IN A FUND** by the City of Bainbridge Island until (not less than 45 days but not more than 60 days) following final acceptance of the work by City Council.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

I hereby elect to have the City of Bainbridge Island deposit the retained percentage of this contract in an **INTEREST BEARING ACCOUNT** not subject to withdrawal until (not less than 45 days but not more than 60 days) following final acceptance of the work by City Council.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

I hereby elect to have the City of Bainbridge Island **PLACE IN ESCROW** the retained percentage of this contract.

I hereby designate \_\_\_\_\_ as the repository for the escrow of said funds. The terms of which are specified by a separate escrow agreement. The cost of the investment program and the risk thereof is to be borne entirely by the Contractor. All investments selected are subject to City approval. Prior to the City of Bainbridge placing any monies in an escrow account, the Contractor shall provide an original signed escrow agreement from the repository with a letter stating their acceptance of the account, the account number, the nature of the investments to be made, and a statement that they will not release any funds until authorized in writing by the City of Bainbridge Island. When the monies reserved are to be placed in escrow, the City of Bainbridge Island will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City of Bainbridge Island and the bonds and securities held in escrow.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

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Print - Contractor's Name/Address/Phone #

# Minimum Wage Affidavit

CITY OF BAINBRIDGE ISLAND )  
 )ss  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, having been duly sworn, depose, say and certify that in connection with the performance of the work, payment for which each voucher is submitted, I have paid the following rate per hour for each classification of laborers, workmen, or mechanics, as indicated upon the attached list, now referred to and by such reference incorporated in and made an integral part hereof, for all such employed in the performance of such work; and no laborer, workman or mechanic so employed upon such work has been paid less than the prevailing rate of wages or less than the minimum rate of wages as specified in the principal contract; that I have read the above and foregoing statement and certificate, know the contents thereof and the substance as set forth therein is true to my knowledge and belief.

\_\_\_\_\_  
Contractor

Subscribed and sworn to before me on this \_\_ day of \_\_\_\_\_, 20\_\_.

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

My Appointment expires: \_\_\_\_\_

# Guarantee Form

CITY OF BAINBRIDGE ISLAND  
280 Madison Avenue N.  
Bainbridge Island, Washington 98110

Subject: City of Bainbridge Island, **\*\*\*PROJECT NAME\*\*\***

To Whom It May Concern:

The undersigned Contractor hereby guarantees and warrants the complete construction and installation of all work, systems and apparatus done and performed in connection with the above referenced Project to be free from defects in materials and workmanship for a period of **two (2)** years from the date of final acceptance of the entire Project. The undersigned agrees to remedy and correct at its own expense any such defects appearing during that period of time due to unsatisfactory materials or workmanship, and will pay for any and all damage which may occur to other aspects of the work or the Project which may result from the occurrence of such defects or the correction of the same. It is understood that partial or entire use of the Project by the City of Bainbridge Island shall not constitute final acceptance of the Project.

This Guarantee and its acceptance by the City of Bainbridge Island shall in no way be deemed a waiver by the City of Bainbridge Island of any rights or remedies (or time limits in which to enforce said rights or remedies) it may have against the undersigned for defective workmanship or defective materials under the laws of this State pertaining to acts of negligence.

This Guarantee shall not be interpreted as holding the undersigned responsible for any deterioration of the work or the Project due to normal use or abuse of the work by the City of Bainbridge Island.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print - Company Name - Title

STATE OF WASHINGTON )  
County of \_\_\_\_\_ )ss.

\_\_\_\_\_ being duly sworn deposes and says that he/she is  
\_\_\_\_\_ of \_\_\_\_\_ and that the  
answers to the foregoing questions and all statements therein contained are true and correct.  
Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
by \_\_\_\_\_.

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Signature of Notary Public

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Title

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My Appointment expires