



CONTRACT PROVISIONS

**Contract Documents
Bid Proposal
Project Specifications
and Special Provisions**

FOR

STORMWATER OUTFALL RETROFIT PROJECT (401.0008)

February 2020

**CITY OF LAKEWOOD
PUBLIC WORKS DEPARTMENT
6000 Main Street SW
Lakewood, WA 98499-5027**

CONTRACT PROVISIONS

FOR

STORMWATER OUTFALL RETROFIT PROJECT (401.0008)

February 2020

Prepared by:

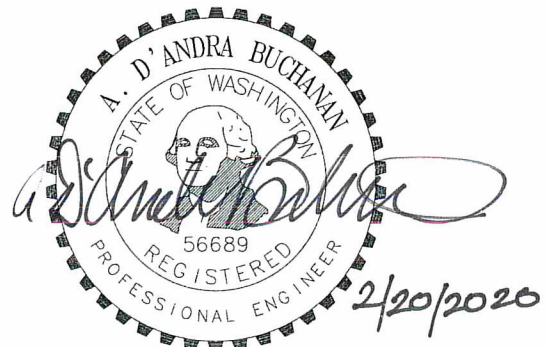
*City of Lakewood
Department of Public Works
6000 Main Street SW
Lakewood, WA 98499-5027*

The above mentioned Contract Provisions have been reviewed and approved for advertisement. Such review includes all contract documents, specifications, and plans associated with the project.

Reviewed and Approved for Construction: *Paul A. Bucich*
Paul A. Bucich, P.E.
Public Works Engineering Director

Prepared by: A. D'Andra Buchanan, P.E.

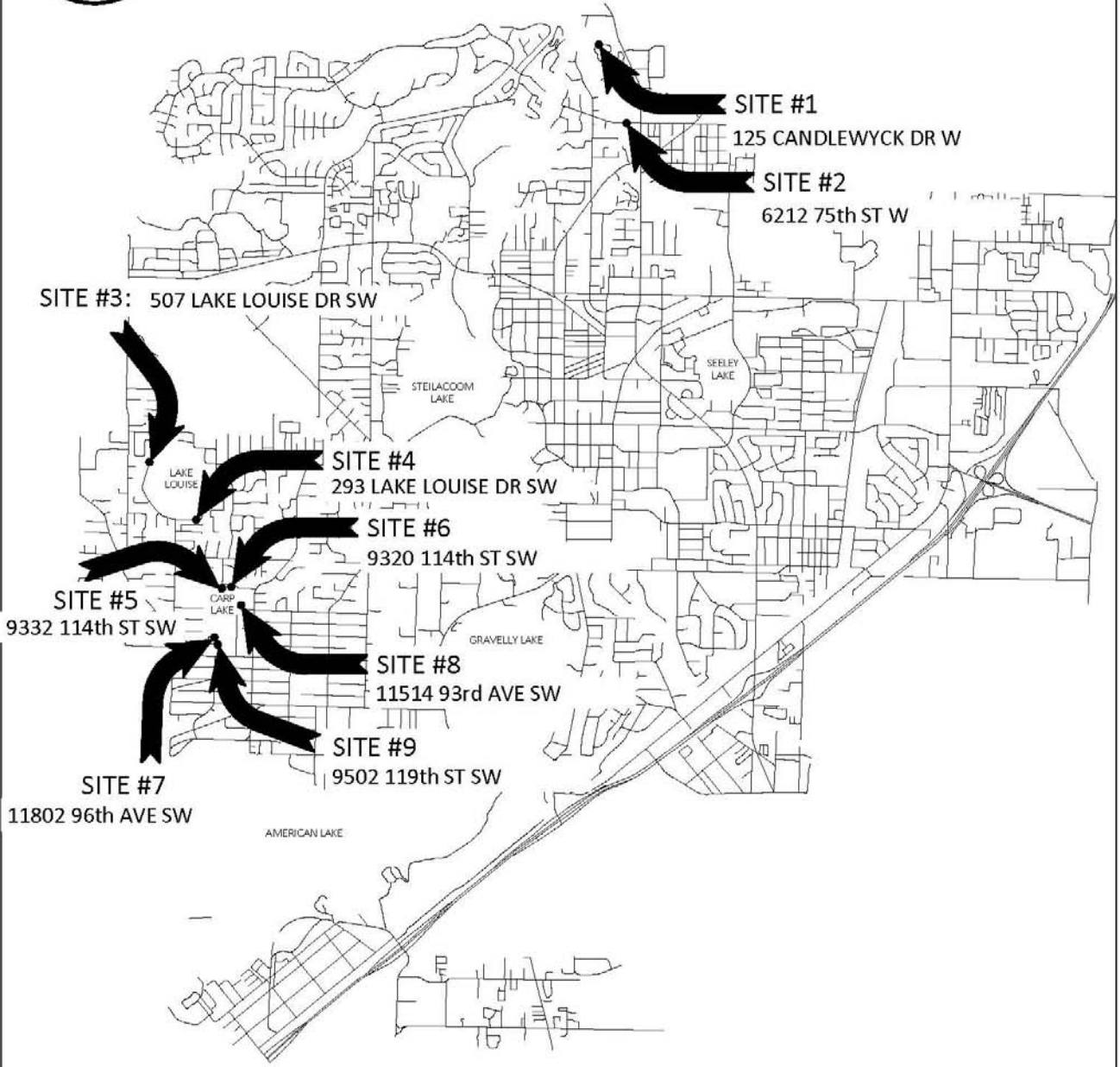
Checked by: Weston Ott, P.E.



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City of Lakewood

STORM WATER OUTFALL RETROFIT PROJECT

VICINITY MAP

SCALE: 1" = 2000'



ADVERTISEMENT FOR BIDS

STORMWATER OUTFALL RETROFIT PROJECT (401.0008) City of Lakewood, WA

Sealed bids will be received by the City of Lakewood at the office of the City Clerk at 6000 Main Street SW, Lakewood, Washington 98499-5027, until **2:00 p.m. on Tuesday, March 10, 2020**, and not later, and will then be opened and read aloud in the American Lake Conference Room, first floor of City Hall.

This contract provides for the construction of:

Upgrading storm water quality vaults of various sizes and types within the right-of-way and within easements at various sites throughout the City of Lakewood. Work includes but is not limited to: installation of storm drainage structures, water quality units, road and property restoration, and all other work necessary to complete the project as specified and shown in the Contract Documents.

Plans, specifications, addenda, and plan holders list for this project are available on-line through Builders Exchange of Washington, Inc. at <http://www.bxwa.com>. Click on: "Posted Projects"; "Public Works"; "City of Lakewood, WA." Bidders are encouraged to "Register as a Bidder", in order to receive automatic email notification of future addenda and to be placed on the "Bidders List". Contact Builders Exchange of Washington at (425) 258-1303 should you require further assistance. Informational copies of any available maps, plans, and specifications are on file for inspection in the office of the Lakewood Public Works Director (253) 589-2489.

Bidders shall be qualified for the type of work proposed. A Bidder's Construction Experience form is included in the Contract Provisions.

All bids shall be submitted on the prescribed Bid Forms and in the manner as stated in this advertisement and in the Bid Documents, and said bids shall be accompanied by a bid deposit in the form of cash, cashier's check, certified check, postal money order, or a surety bond to the City of Lakewood in the amount of five percent (5%) of the total amount of the bid. **Faxed bids and/or surety bonds will not be accepted.**

Bids must be submitted in a sealed envelope with the outside clearly marked with the bid opening date and time, the project name and number as it appears in this advertisement and the name and address of the bidder. Bids shall be addressed to the City Clerk, City of Lakewood, 6000 Main Street SW, Lakewood, Washington 98499-5027 or hand delivered to the first floor receptionist.

The City of Lakewood reserves the right to determine and may waive informalities or minor defects or reject any and all bids. The City of Lakewood reserved the right to determine the lowest responsible bidder, based on factors other than price, including but not limited to the following: liability exposure, references and past performance, history of claims with other agencies on similar projects, inadequate or ambiguous specifications, specification have been revised, lowest responsible bid deemed not best price obtainable, bids not independently arrived or submitted in bad faith (i.e. price fixing), a determination made that all the necessary requirement of bid process have not been met, insufficient competition, and other claims or other indications that cancellation or rejection of all bids is clearly in the best interest of the City. The City of Lakewood expressly reserves the right to accept the bids and award contracts to responsible bidders which are in the best interest of the City, to postpone the acceptance of bids and the award of the contracts for a period not to exceed 30 days, or to reject any and all bids received and to waive irregularities in the bid or in the bidding.

Briana Schumacher, City Clerk

Daily Journal of Commerce
Tacoma News Tribune

Publish: February 25, 2020; March 3, 2020
Publish: February 25, 2020; March 3, 2020

BIDDERS CHECKLIST

1. Have the bid forms been properly signed?
3. Have you bid on all items?
4. Is the contractor's state license number shown on the bid form?
5. Has a Bid Deposit or Bid Bond been included?
6. Has the non-collusion affidavit been properly executed?
7. Have you listed all sub-contractors that will be used for the project and signed the Listing of Proposed Subcontractors form? *If no subcontractors are to be used so indicate.*
8. Has the Bidder's Construction Experience form been filled out?

The following forms are to be executed after the contract is awarded:

- A. Contract - To be executed by the successful Bidder and the City.
- B. Contract Bond (Performance and Payment Bond) - To be executed on the form provided by City, by the successful Bidder and its surety company. *To include name and address of surety and power of attorney of signatory.*
- C. E-Verify Affidavit of Compliance completed and signed.
- D. Insurance certificate(s).
- E. Labor and Industries Forms.
- F. City of Lakewood Business License – Copy to be provided by contractor at pre-construction conference.

INFORMATION FOR BIDDERS

This *Information for Bidders* and the *Advertisement for Bids* are hereby made a part of the Contract Documents.

The following supplements the information in the *Advertisement for Bids*:

1. Bidding Requirements:

Sealed bids will be received by the City of Lakewood (herein called “City”), at the time, date, and location as stated in the *Advertisement for Bids* or as amended through addendum, and then at said office publicly opened and read aloud.

Each bid shall be received by the City in the manner set forth in the *Advertisement for Bids*. Each bid must be submitted in a sealed envelope, so marked as to indicate its contents without being opened, and labeled and addressed in conformance with the instructions of the *Advertisement for Bids*.

Each bid shall be submitted on the required Bid Form contained in the Contract Provisions, and the Bid Form must be fully completed and executed when submitted. Only one copy of the Bid Form is required.

Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No Bidder will be permitted to withdraw its bid between the closing time for receipt for bids and the execution of contract, unless the award is delayed for a period exceeding 30 calendar days. A conditional or qualified bid will not be accepted.

2. Examination of Plans, Specifications and Site:

Before submitting a bid, the Contractor shall carefully examine each component of the Contract Provisions prepared for the Work and any other available supporting data so as to be thoroughly familiar with all the requirements. However, the City and Engineer will not assume responsibility for variations of subsoil quality or condition at locations other than places shown and at the time investigation was made (if any). The availability of this information shall not relieve the Bidder of his/her/its duty to examine the project site nor of any other responsibility under the Contract.

The Bidder shall make an alert, “heads-up, eyes-open” reasonable examination of the project site and conditions under which the Work is to be performed, including but not limited to: current site topography; soil and moisture conditions; underground obstructions; public and private utilities; the availability and cost of labor; and available facilities for transportation, handling, and storage of materials and equipment.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the site and review of the specifications, including addenda. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of the work or of the nature of the work to be done.

The Contractor shall inform the City concerning any chemical hazard that the Contractor may bring to the City's workplace, and the Contractor shall comply with all applicable local, State and Federal laws relating to hazardous chemicals.

3. Property Issues:

All Bidders shall base their bids upon full restoration of all property within the right-of-way and construction limits, and wherever Bidder will have 'right of entry'. The easements and right of entry documents that have been acquired are available for inspection and review. The Bidder is advised to review the conditions of the permits, easements, and rights of entry, as he shall be required to comply with all conditions at no additional cost to the City. All other permits, licenses, etc., shall be the responsibility of the Bidder. The Bidder shall comply with the requirements of each.

4. Interpretation of Contract Provisions:

The Bidder shall promptly notify City of any discovered conflicts, ambiguities, or discrepancies in or between, or omissions from the Contract Provisions. Questions or comments about these Contract Provisions should be directed to the attention of **D'Andra Buchanan**, City of Lakewood, **(253) 983-7820**. Questions received less than two (2) days prior to the date of bid opening might not be answered. Any interpretation or correction of the Contract Provisions will be made only by addendum, and a copy of such **addendum** will be mailed or delivered to each person receiving a set of such Contract Provisions. The City will be responsible for any other explanations or interpretations of the Contract Provisions. *No oral interpretations of any provision in the Contract Provisions will be made to any Bidder.*

5. Special Schedule Considerations/Sequencing of Work:

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- (a) Inspection and testing of materials.
- (b) Insurance requirements.
- (c) Wage rates.
- (d) Stated allowances.

6. Award of Contract:

If the Bidder is notified of the acceptance of this bid within thirty (30) calendar days of the date set for opening bids, or any time thereafter before this bid is withdrawn, the Bidder shall execute a contract for the work, in the standard form of the contract noted in the specifications, for a compensation computed from the sums stipulated in the Bid Form and furnish insurance, performance, and payment bonds as stipulated. The successful Bidder, within ten (10) calendar days after the award date, shall return the

signed City-prepared contract, all required Certificates of Insurance, and a satisfactory contract bond. The City, within twenty (20) calendar days of receipt of acceptable contract bond and contract signed by the party to whom the contract was awarded, shall sign the contract and return to such party an executed duplicate of the contract. Should there be reasons why the City cannot return the contract within such period, the time may be extended by mutual agreement of the City and Contractor. Should the City not execute the contract within such period, the Bidder may, by written notice, withdraw its signed contract. Such notice of withdrawal shall be effective upon receipt of the notice by the City.

Failure to execute the contract or return the insurance certificate and bond, or failure to provide Disadvantaged, Minority, or Women's Business Enterprise information if required in the contract shall result in forfeiture of the proposal bond (bid bond) or deposit of the Bidder.

The notice to proceed shall be issued within ten (10) calendar days of the execution of the contract by the City. Should there be reasons why the notice to proceed cannot be issued within such period, the time may be extended by mutual agreement between the City and the Contractor. If the notice to proceed has not been issued within ten (10) calendar days or within the period mutually agreed upon, the Contractor may terminate the contract without further liability on the part of either party.

The contract, when endorsed by the City Manager, together with all bid documents, Standard Specifications, Special Provisions, Addenda and plans, shall become a contract binding on both parties whereby the Bidder agrees to perform the complete contract work, as specified, and the City agrees to make payment to the Bidder, as specified for the completed and accepted work.

7. Legal holidays for the City of Lakewood are:

| | |
|-------------------------------|--------------------------|
| New Year's Day | January 1 |
| Martin Luther King's Birthday | 3rd Monday in January |
| Washington's Birthday | 3rd Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | 1st Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | 4th Thursday of November |
| Day after Thanksgiving | 4th Friday of November |
| Christmas Day | December 25 |

When any of these holidays occur on Saturday or Sunday, the preceding Friday or the following Monday, respectively, is a legal holiday for the City of Lakewood.

8. Hazardous Materials:

The Contractor shall inform the City concerning any chemical hazard that the Contractor may bring to the City's workplace, and the Contractor shall comply with all applicable local, State and Federal laws relating to hazardous chemicals.

BID FORM

TO: City of Lakewood, City Clerk’s Office

ADDRESS: 6000 Main Street SW, Lakewood, WA 98499-5027

PROPOSAL TO LAKEWOOD CITY COUNCIL, LAKEWOOD, WASHINGTON

PROJECT NO. 401.0008

Bidder _____

Address _____

Date _____

Contractor’s State Lic. # _____

Bidders Declaration of Understanding

The Bidder, in compliance with the City’s Advertisement for Bids and Instructions for Bidders for

STORMWATER OUTFALL RETROFIT PROJECT (401.0008),

having examined the specifications, drawings, related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project including the availability of material and labor, hereby proposes to furnish all labor, materials, tools, expendable equipment, affidavits of prevailing wages paid, utility and transportation services, and incidentals, necessary to perform the complete contract, in a workmanlike manner, and as required by and in strict conformance with the Standard Specifications, Special Provisions, Addenda and plans, all for the rates and lump sum prices listed below. These prices shall cover all expenses incurred in performing the work required under the contract documents, for which this bid is a part. All sales tax shall be included in the lump sum and unit prices within this bid.

The City has a fixed budget for each Bid Schedule. If any individual Bid Schedule exceeds the City’s respective bid-schedule-budget, the City may choose to reject all bids and not award the Contract.

Completion Time and Liquidated Damages

If awarded a contract, the Bidder shall begin work within ten (10) calendar days after receipt of notice to proceed and complete the contract work, including corrections, finish and cleanup, within **forty (40) working days** from the date in the Written Notice to Proceed.

It is further understood and agreed that the City may deduct liquidated damages from payments due or to become due the Contractor in the amount set forth in Section 1-08.9 for each working day in excess of the **forty (40) working days** stipulated in the paragraph above.

The liquidated damages do not include, and are in addition to, damages from the costs for legal expense, administrative and court costs incurred beyond contract completion date. The cost of additional administrative surveillance, legal expense, and court costs beyond contract completion date shall be billed the contractor at standard billing rates for said services then in effect.

Prevailing Wages

The Bidder agrees to pay to labor not less than the hourly minimum rates of wages and fringe benefits determined by the State of Washington Department of Labor and Industries or, if applicable, the U.S. Secretary of Labor, whichever is the higher rate.

Unit Prices

The Bidder agrees that for adding or deleting work items to/from the scope of work, the contract sum shall be adjusted in accordance with the following unit prices, where the City elects to use this method of determining costs.

Unit prices listed refer to all items installed and completely in place and include all costs connected with such items, including, but not necessarily limited to: materials, labor, overhead, and projects for general contractor and/or subcontractor.

Lump Sum Prices

Lump sum prices shall be reasonable distributed throughout all bid schedules. Reasonable distribution shall be proportionate to the costs of completing work for each bid schedule.

Change Orders

Written "Change Orders" will be issued formalizing and authorizing changes.

BID SCHEDULE

Note: Unit prices for all items, all extensions, and the total amount bid must be shown. Where conflict occurs between the unit price and the total amount named for any item the unit price shall prevail, and totals shall be corrected to conform thereto. All entries must be typed or entered in ink. A bid must be received on all items. If any are left blank or represent \$0.00, the bid may be disqualified.

| Item No. | Section Number | Item Description with Unit Price (Unit Price to be written in Words) | Plan Quantity | Unit | Unit Price (Figures) | Total Amount (Figures) |
|----------|----------------|---|---------------|------|-------------------------|---------------------------|
| 1 | 1-09.7 | Mobilization | 1 | LS | | |
| 2 | 1-04.4 | Minor Change | 25,000 | FA | \$1.00 | \$25,000.00 |
| 3 | 1-07.15 | SPCC Plan | 1 | LS | | |
| 4 | 1-07.17 | Utility Potholing | 21 | EA | | |
| 5 | 1-10.5 | Project Temporary Traffic Control | 1 | LS | | |
| 6 | 2-01.5 | Clearing and Grubbing | 1 | LS | | |
| 7 | 2-01.5 | Roadside Cleanup | 5,000 | FA | \$1.00 | \$5,000.00 |
| 8 | 2-02.5 | Removal of Structure and Obstruction | 1 | LS | | |
| 9 | 2-02.5 | Sawcutting | 915 | LF | | |
| 10 | 2-09.5 | Trench Protection System | 1 | LS | | |
| 11 | 4-04.5 | Crushed Surfacing Top Course | 73 | TON | | |
| 12 | 5-04.5 | HMA Class ½" | 112 | TON | | |
| 13 | 7-04.5 | Schedule A Storm Sewer Pipe, 8-In. Diam. | 132 | LF | | |

| | | | | | | |
|----|--------|---|-------|----|--------|------------|
| 14 | 7-04.5 | Schedule A Storm Sewer Pipe, 12-In. Diam. | 100 | LF | | |
| 15 | 7-04.5 | Schedule A Storm Sewer Pipe, 18-In. Diam. | 35 | LF | | |
| 16 | 7-05.5 | Catch Basin Type 1 | 2 | EA | | |
| 17 | 7-05.5 | Catch Basin Type 1L | 1 | EA | | |
| 18 | 7-05.5 | Hydrodynamic Separator - 4-ft Diameter Downstream Defender or Approved Equal | 1 | EA | | |
| 19 | 7-05.5 | Hydrodynamic Separator –6-ft Diameter Downstream Defender or Approved Equal | 1 | EA | | |
| 20 | 7-05.5 | Water Quality Unit – Filter Media Vault w/Bypass | 1 | EA | | |
| 21 | 7-05.5 | Water Quality Unit – Filter Media Vault | 3 | EA | | |
| 22 | 7-05.5 | Catch Basin Type 2, 48-In. Diameter | 2 | EA | | |
| 23 | 7-05.5 | Hood with Anti-Siphon Device | 3 | EA | | |
| 24 | 7-05.5 | Connect to Existing Drain, 8-In. Diameter | 4 | EA | | |
| 25 | 7-05.5 | Connect to Existing Drain, 12-In. Diameter | 8 | EA | | |
| 26 | 7-05.5 | Connect to Existing Drain, 18-In. Diameter | 2 | EA | | |
| 27 | 7-08.5 | Resolution of Utility Conflicts | 5,000 | FA | \$1.00 | \$5,000.00 |
| 28 | 8-01.5 | Inlet Protection | 11 | EA | | |
| 29 | 8-01.5 | Erosion/Water Pollution Control | 1,000 | FA | \$1.00 | \$1,000.00 |

| | | | | | | |
|----|--------|--------------------------------------|-----|----|--|--|
| 30 | 8-02.5 | Landscape Restoration | 1 | LS | | |
| 31 | 8-06.5 | Cement Concrete Residential Driveway | 5 | SY | | |
| 32 | 8-18.5 | Mailbox Support Type 1 | 5 | EA | | |
| 33 | 8-21.5 | Permanent Signing | 1 | LS | | |
| 34 | 8-22.5 | Painted Striping | 120 | LF | | |

PROJECT TOTAL: \$ _____

BIDDER INFORMATION AND SIGNATURE

The Bidder proposes to accept as full payment for the work proposed herein, the amount computed under the provisions of the Contract Documents. The undersigned bids for the following described project:

STORMWATER OUTFALL RETROFIT PROJECT (401.0008)

Addenda Acknowledgment

By signing below, Bidder acknowledges receipt and understanding of the following Addenda to the Contract Provisions:

| Addendum No. | Date of Receipt | Signature |
|--------------|-----------------|-----------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

Note: Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and the City reserves the right to determine whether the bid will be disqualified.

The party by whom this bid is submitted and by whom the contract will be entered into, in the event the award is made to this party, is:

Contractor (Firm Name)

Signature

Address

Name (Print) & Title

Phone Number

Date of Signing

Contractor's Washington State License Number

(Indicate whether contractor is partnership, joint venture, corporation, or sole proprietorship)*

*If Bidder is a corporation, write State of Incorporation under signature. If partnership, give full names of all partners.

The name of the President, Treasurer, and/or Manager of the bidding corporation, or the names of all persons and parties interested in this bid as partners or principals, are as follows:

| Name | Address |
|------|---------|
| | |
| | |
| | |
| | |

If Sole Proprietor or Partnership

IN WITNESS hereto, the undersigned has set his (its) hand this _____ day of _____, 20__.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed by its duly authorized officers this _____ day of _____, 20__.

Attest:

Name of Corporation

by _____

Title _____

Secretary

Sworn to me before me this _____ day of

_____, 20__.

Notary Public in and for the State of
Washington Residing at

NOTES:

If the Bidder is a co-partnership, give firm name under which business is transacted; proposal must be executed by a partner. If the Bidder is a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign).

DEPOSIT OR BID BOND FORM

BID DEPOSIT STATEMENT:

A Bid Guaranty in an amount of five percent (5%) of the total amount bid based upon the approximate estimate of quantities at the prices stated in this bid, and in the form identified below, is attached hereto:

Cash in the amount of \$ _____

Cashier's Check in the amount of \$ _____ # _____

Certified Check in the amount of \$ _____ payable to the City

Postal Money Order in the amount of \$ _____

Bid Bond in the amount of five percent (5%) of the total bid amount (see attached form).

Surety:

If the Bidder is awarded a construction contract on this Bid, the Surety that will provide the Contract Bond will be:

Whose address is:

Street

City

State

Zip Code

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal and _____ as Surety, are held and firmly bound unto the CITY OF LAKEWOOD as Obligee, in the penal sum of _____ Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for:

according to the terms of the bid made by the Principal, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the advertisement for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ day of _____, 20____.

Principal

Surety

Signature of Authorized Official

By _____
Attorney in Fact (Attach Power of Attorney)

Title (Typed)

Name and address of local _____
Agent and/or Surety _____
Company: _____

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON)
)
COUNTY OF _____)

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

Signature of Bidder/Contractor

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public in and for the
State of Washington.
Residing at

My Comm. Exp.:

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

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

LISTING OF SUB-CONTRACTORS

Bidder shall list all subcontractors to be used on the project. ***FAILURE TO LIST SUB-CONTRACTORS SHALL BE CONSIDERED TO BE A NON-RESPONSIVE BID.***
 IF THERE IS NO SUB-CONTRACTORS USED, WRITE **NO SUB-CONTRACTORS WILL BE USED.**

Failure to list subcontractors who are proposed to perform the work of HVAC (heating, ventilation and air condition), plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW, or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) that are proposed to perform the work of heating, ventilation, and air condition, plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW must be listed below. The work to be performed is to be listed beside the subcontractor(s) name. The requirement to name the prime contract bidder’s proposed HVAC, plumbing and electrical subcontractors applies only to proposed HVAC, plumbing, and electrical subcontractors who will be contract directly with the prime contract bidder submitting the bid to the public entity.

| NAME AND ADDRESS | DESCRIPTION OF WORK |
|------------------|---------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Signed by _____

Title _____

BIDDER'S CONSTRUCTION EXPERIENCE

All questions must be answered and the data given must be clear and comprehensive. If necessary, add separate sheets for items marked "*".

1. Name of Bidder:
2. Permanent main office address:
3. When organized:
4. Where incorporated:
5. How many years have you been engaged in the contracting business under your present firm name?
6. *Contracts on hand. (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion.)
7. *General character of work performed by your company:
8. *Have you ever failed to complete any work awarded to you?
If so, where and why?
9. *Have you ever defaulted on a contract?
10. *List the more important projects recently completed by your company, stating approximate cost for each, and the month and year completed.
11. *List your major equipment available for this contract:
12. *Experience in construction work similar in importance to this project:
13. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City?
14. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City of Lakewood.

Bidder: _____

Date: _____

By: _____

Title: _____

CONTRACT AGREEMENT
Stormwater Outfall Retrofit Project (401.0008)

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **CITY OF LAKEWOOD**, Washington, a municipal corporation, hereinafter referred to as the City, and _____, hereinafter called the Contractor,.

WITNESSETH:

WHEREAS, the City desires to have certain services and/or work performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and,

WHEREAS, the Contractor represents that the Contractor is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Agreement.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. **SCOPE OF SERVICES.**

The Contractor shall perform such services and accomplish such work, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Contractor responsibilities throughout this Agreement and as detailed in the attached plans, specifications, addenda, and the 2018 Standard Specifications for Road, Bridge, Municipal Public Works Construction prepared by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association herein after called the Standard Specification, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

2. **TIME FOR PERFORMANCE AND LIQUIDATED DAMAGES.**

- A. The Contractor shall perform the work of the scope of service in accordance with the time for performance as specified in the Bid Form.
- B. Liquidated damages shall apply as specified in the Bid Form.

3. **COMPENSATION AND METHOD OF PAYMENT.**

- A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the City.
- B. No payment shall be made for any service rendered by the Contractor except for services identified and set forth in this agreement.
- C. The City shall pay the Contractor for work performed under this Agreement as detailed in the Bid Schedule which is incorporated herein and made a part hereof by this reference.
- D. The Contractor shall submit to the City, in accordance with the procedures specified in the Standard Specifications, and on forms approved by the City, a voucher or invoice for services rendered during the pay period. The City shall initiate authorization for payment after receipt of said approved voucher or invoice and shall make payment to the Contractor within approximately thirty (30) days thereafter.

4. **INDEPENDENT CONTRACTOR RELATIONSHIP.**

- A. The parties intend that the relationship of an independent Contractor between the Contractor and the City will be created by this Agreement. The City is interested primarily in the results to be achieved. The implementation of services will lie solely with the Contractor. No agent, employee, servant or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the City for any purpose,

and the employees of the Contractor are not entitled to any of the benefits the City provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

5. CONTRACTOR'S EMPLOYEES – PREVAILING WAGE REQUIREMENTS.

The Contractor shall be responsible for payment of wages and salaries, plus all appropriate and timely employment related contributions, for all employees of the Contractor, including but not limited to Workers Compensation Insurance and Unemployment Insurance. The Contractor shall also comply with applicable prevailing wage requirements, and shall document the same to the City upon request, and shall file with the City appropriate affidavits, certificates and/or statements of compliance with the prevailing wage requirements. The Contractor shall also ensure that any sub-contractors or agents of the Contractor shall comply with the requirements hereof.

6. CONTRACTOR'S EMPLOYEES – EMPLOYMENT ELIGIBILITY REQUIREMENTS

The Contractor and any subcontractors shall comply with E-Verify as set forth in Lakewood Municipal Code Chapter 1.42. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. The Contractor shall show proof of compliance with this section, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the City's request for such proof.

7. BOND REQUIREMENTS.

The Contractor shall provide and deliver to the City, through its Contract Administrator identified below, such Performance Bond(s) as may be required by the City, in such amount(s) and form(s) as required by the City.

8. HOLD HARMLESS AND INDEMNIFICATION.

The Contractor shall indemnify and hold the City and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

9. INSURANCE.

The Contractor shall obtain, and keep in force during the full term of this Agreement, Public Liability and Property Damage Insurance in accordance with Sections 1-07.18 of the APWA General Special Provisions to the Standard Specifications and the following additions:

A. The City shall be specifically named as **ADDITIONAL INSURED** in the insurance coverage required hereinabove. A certificate of such insurance or a copy of such insurance policy or policies shall be provided to the City within ten (10) working days after the execution of the Agreement. The Contractor's insurer shall agree to give the City thirty (30) days written notice of cancellation or reduction in coverage below the limits set forth herein. Coverage in the minimum amount set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage. Further, the City reserves all claims or rights of action against the Contractor as if the City were not named in the subject policy or policies.

10. COMPLIANCE WITH LAWS.

A. The Contractor, in the performance of the Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The Contractor specifically agrees to pay any applicable business and permit fees and taxes which may be due on account of this Agreement.

11. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with Chapter 49.60 Revised Code of Washington, Law Against Discrimination.

C. The Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment and/or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provision in the immediately preceding paragraphs herein.

12. RESTRICTION AGAINST ASSIGNMENT.

The Contractor shall not assign this Contract or any interest herein, nor any money due or to become due hereunder without first obtaining the written consent of the City, nor shall the Contractor subcontract any part of the services to be performed hereunder, without first obtaining the consent of the City.

13. CONTINUATION OF PERFORMANCE.

In the event that any dispute or conflict arises between the parties while this Contract is in effect, the Contractor agrees that, notwithstanding such dispute or conflict, the Contractor shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.

14. CONTRACT ADMINISTRATION.

This Contract shall be administered by _____ on behalf of the Contractor and by the City Manager or designee on behalf of the City. Any written notices required by terms of this Contract shall be served or mailed to the following address(es):

If to the City:
City of Lakewood
6000 Main Street SW
Lakewood, WA 98499

If to the Contractor:

15. CONSTRUCTION AND VENUE.

This Contract shall be construed in accordance with laws of the State of Washington. In the event of any litigation regarding the construction or effect of this Contract, or the rights of the parties pursuant to this Contract, it is agreed that venue shall be Pierce County, Washington.

16. TERMINATION AND SUSPENSION.

A. The City may terminate this Agreement upon not less than fifteen (15) days written notice to the Contractor if the services provided for herein are no longer needed from the Contractor.

B. If this Agreement is terminated through no fault of the Contractor, the Contractor shall be compensated for services performed prior to termination in accordance with the rate of compensation provided in the Contract Documents incorporated herein.

17. MERGER AND AMENDMENT.

This Contract contains the entire understanding of the parties with respect to the matters set forth herein and any prior or contemporaneous understandings are merged herein. This contract shall not be modified except by written instrument executed by all parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first above written.

CITY OF LAKEWOOD, OWNER

CONTRACTOR

John J. Caulfield, City Manager

Name: _____

Title: _____

ATTEST:

Briana Schumacher, City Clerk

APPROVED AS TO FORM:

Heidi Wachter, City Attorney

CONTRACT BOND (PERFORMANCE and PAYMENT BOND)

Bond to the City of Lakewood

Bond #

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____ as Principal, and _____ a corporation, organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations as surety, are jointly and severally held and firmly bound to the **City of Lakewood** in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances of the City of Lakewood.

Dated at _____, Washington, this ___ day of _____, 20__.

The conditions of the above obligation are such that:

WHEREAS, the City of Lakewood has let or is about to let to the said the above bounded Principal, a certain contract, the said contract being numbered 401.0008, and providing for construction of Stormwater Outfall Retrofit Project (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth; now, therefore,

If the said Principal, _____, shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said Principal or subcontractors with provisions and supplies for the carrying on of said work, applicable taxes, and workers compensation premiums, and shall indemnify and hold the City of Lakewood harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by the City of Lakewood, then and in that event, this obligation shall be void; but otherwise, it shall be and remain in full force and effect.

Executed at _____, Washington this ___ day of _____, 20__.

Principal

Surety

Signature of Authorized Official

Signature of Authorized Official

Title

Attorney in Fact (Attach Power of Attorney)

Name and address of local Office of agent
And/or Surety Company:

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

CITY OF LAKEWOOD

E-VERIFY REQUIREMENTS FOR CONTRACTORS

By Ordinance, the City of Lakewood requires that all contractors who enter into agreements to provide services or products to the City use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract.

E-Verify is an electronic system designed to verify the documentation of job applicants. It is run by the Department of Homeland Security.

Who is affected?

- All contractors doing business for the City of Lakewood. There is no minimum dollar value for contracts affected.
- All subcontractors employed by the general contractor on these contracts.

Are there exceptions?

- Contracts for "Commercial-Off-The-Shelf" items are exempted from this requirement.
- Individuals, Companies, or other organizations who do not have employees.

How long must the contractor comply with the E-Verify system?

- For at least the term of the contract.

Are there other stipulations?

- E-Verify must be used ONLY for NEW HIRES during the term of the contract. It is NOT to be used for EXISTING EMPLOYEES.
- E-Verify must be used to verify the documentation of ANY new employee during the term of the contract, not just those directly or indirectly working on deliverables related to the City of Lakewood contract.

How will the City of Lakewood check for compliance?

- All contractors will retain a copy of the E-Verify Memorandum of Understanding that they execute with the Department of Homeland Security AND
- Sign and submit to the City an Affidavit of Compliance with their signed contract.
- All General Contractors will be required to have their subcontractors sign an Affidavit of Compliance and retain that Affidavit for 4 years after end of the contract.
- The City of Lakewood has the right to audit the Contractor's compliance with the E-Verify Ordinance.

Further information on E-Verify can be found at the following website:

<http://www.uscis.gov/e-verify>

If you have questions about the City's E-Verify Ordinance, please contact the City of Lakewood's legal department prior to contracting with the City.

CITY OF LAKEWOOD

**AFFIDAVIT OF COMPLIANCE WITH LAKEWOOD MUNICIPAL CODE 1.42
“E-VERIFY“**

As the person duly authorized to enter into such commitment for

(Company or Organization Name)

I hereby certify that the Company or Organization named herein will

(check one box below)

- Be in compliance with all of the requirements of City of Lakewood Municipal Code Chapter 1.42 for the duration of the contract entered into between the City of Lakewood and the Company or Organization.

OR

- Hire no employees for the term of the contract between the City and the Company or Organization.

NAME

TITLE

DATE

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date of February 25, 2020, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*