

# **City of Sedro-Woolley**

## **Request for Proposals**

**Site Construction  
Climbing Services  
Electrical Services**

**Duke's Hill SWPD Repeater Project**

**Bids must be received no later than 2:00 p.m. on Tuesday, March 31st, 2015**

City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, WA, 98284

## **Request for Proposals**

### **Site Construction, Climbing & Electrical Work**

The City of Sedro-Woolley is seeking proposals for furnishing Site Construction, Tower Climbing, and Electrical Services for the new Duke's Hill Radio Site located at 811 N. Township Street, Sedro-Woolley, Washington and more particularly described in the survey recorded under Auditor's File Number 200603090139.

**Proposals will be received until 2:00 p.m. Tuesday, March 31st, 2015 at the at the City of Sedro-Woolley Municipal Building located at 325 Metcalf Street, Sedro-Woolley, WA 98284, at which time all bids will be publicly opened and read aloud. Any bid received after that time will be returned unopened. Bids may not be electronically submitted.**

The proposal container must be clearly marked "**Duke's Hill SWPD Repeater Project.**"

This RFP and related specifications, plans, and pre-bid addenda are on file and may be obtained at the City of Sedro-Woolley at the above address or electronically on the City's website: [www.ci.sedro-woolley.wa.us/BidsAwards/main.htm](http://www.ci.sedro-woolley.wa.us/BidsAwards/main.htm)

Prospective bidders (hereinafter referred to as Vendor or Contractor or Bidder) shall examine the information contained herein and shall comply and conform strictly to the conditions and instructions set forth in this document. **There will be no pre-bid conference. A Site walk may be arranged.** Questions regarding this proposal should be directed to Eron Berg, City Supervisor by calling 360-855-9921 or via email at [eberg@ci.sedro-woolley.wa.us](mailto:eberg@ci.sedro-woolley.wa.us). Inquiries and replies will be sent out to all known bidders. To be placed on this plan holders' list, please email Julie Rosario at [jrosario@ci.sedro-woolley.wa.us](mailto:jrosario@ci.sedro-woolley.wa.us) with the subject line Duke's Hill SWPD Repeater Project.

**Bidders should register with Julie to obtain the latest information including any pre-bid addenda.**

Materials provided for this project will be per the current edition of the International Building Code, or equal to existing materials as appropriate. Work will be performed per the current edition of the International Building Code and City standards. See the attached Public Works Agreement for insurance, bonding, prevailing wage provisions and other provisions applicable to this contract. State prevailing wage rates per Washington State Department of Labor and Industries are required. For current rates in Skagit County use the following link: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx> and use the bid close date as the effective date. Contractors must be registered contractors at time of bid, have a current UBI number, have industrial insurance coverage as verified by WA L&I, have an Employment Security Department number, have a WA state Excise Tax Registration Number, and must not be disqualified from bidding per the Debarred Contractors list. Successful bidder must have or shall obtain a Sedro-Woolley business license.

The City of Sedro-Woolley reserves the right to reject any and all bids in whole or in part or to waive any informality in bidding if it is determined to be in the best interest of The City of Sedro-Woolley. The City of Sedro-Woolley is not obligated in any way to award a contract under this call for bids.

The City of Sedro-Woolley, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Bids may be held by The City of Sedro-Woolley for a period not to exceed one-hundred twenty days (120) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of the bidder prior to awarding the contract.

### **Instructions to Proposers**

- A. Each bid must be submitted on the prescribed form and all blank spaces for prices must be filled in. Prices must be filled in ink or typewritten on the provided document.
- B. Bids may be withdrawn personally, by written request, or email, sent by the bidder in time for delivery in the normal course of business prior to the time fixed for opening bids. Negligence on the part of the bidder in preparing their bid confers no right of withdrawal or modification of his bid after such bid has been opened.
- C. Should a bidder find any omissions, discrepancies or errors in the specifications or other Bid Documents or should he be in doubt as to the meaning of the Specifications or other Bid Documents, they should immediately notify the City of Sedro-Woolley who may correct, amend or clarify such documents by a written interpretation or addendum delivered to all registered bidders via email. No oral interpretations shall be made to any bidder and no oral statement of the City of Sedro-Woolley shall be effective to modify any of the provisions of the Bid Documents.
- D. The Bid will be awarded to the responsible bidder submitting the bid that results in the lowest net cost and best value to the City of Sedro-Woolley while complying with all conditions set forth in these Bid Documents. The delivery date and other factors may be considered in the awarding of the Bid and may result in an award to a vendor other than the bidder quoting the lowest price.
- E. A nonresponsive bid shall be: 1) a bid response that is missing any or all of the bid documents called for in this document, 2) a bid response that takes complete exception to the bid specifications, or 3) a bid response that does not comply with any mandatory requirement spelled out in the bid specifications.
- F. Documents required to be submitted with the bid include:
  - 1.F.1. Response to the bid specifications

- 1.F.2. Bid Form
- 1.F.3. Company Profile Form and References ( 3 references required)
- 1.F.4. Non-Collusion Affidavit
- 1.F.5. Proof of Insurance
- 1.F.6. Federal Debarment Form
- 1.F.7. Bid Authorization Form
- 1.F.8. Notation of any exceptions taken to the bid specifications and/or Standard Purchasing Contract

**1. Pricing Maintained**

- 1.1. Pricing offered under this proposal shall be good for one hundred twenty days (120) days from the date the contract is signed.

**2. Exceptions**

- 2.1. Vendors taking exceptions to the specifications shall state the exceptions in detail. Proposals containing a significant number of exceptions may be declared non-responsive.

**3. New**

- 3.1. All components furnished by the contractor shall be new. Used or refurbished components shall not be used unless used components have been specifically allowed for in the specification.

**4. Form of Proposal**

- 4.1. Proposals must be submitted on the proposal form attached to the specification. Other pages may be attached by the vendor should it be necessary to clarify their proposal.

**5. Site & Site Access**

- 5.1. This site has reasonable access for two wheel drive pickups and heavy trucks during good weather.
- 5.2. Site is located at 811 N. Township Street, Sedro-Woolley, Washington (site description found is recorded survey, Auditor's File No. 200603090139).
- 5.3. Site plan is attached hereto as Exhibit A.
- 5.4. All work on the site is subject to SBA Structures, LLC's rules and regulations pertaining to the site. Contractor will be responsible for coordination with SBA.

**6. Work Schedule**

- 6.1. Work will be scheduled on mutually agreeable times and days.

7. **Tower Work** All personnel accessing the tower shall be certified with a current climber/rescuer card.

7.1. **Antenna Placement** – The UHF antenna (provided by the City) will be mounted at the top of the tower on a vertical mount that will mate to the extension flange or mount on the leg of the south tower leg using proper mounts and stiff arms. Mounts and stiff arms are to be provided by contractor. Contractor shall complete SBA Communication's tape drop form and provide picture to verify antenna centerline on the tower.

7.2. **Coax** – A single run of 7/8" coax shall be run from the shelter to the antenna located at the top of the 180' tower. 1/2" jumpers shall be utilized between the antenna and coax and the termination point in the shelter to the duplexer for the radio. Coax shall be attached to the tower using connectors that will hold up to three 7/8" coax runs.

7.3. **Ice Bridge** -- Price shall include the installation of an Ice Bridge.

7.4. **COORDINATION WITH SBA** – Contractor will coordinate with SBA for access to the site and tower and will follow SBA rules and regulations. Contractor will provide necessary information for SBA as requested, to obtain permission to access the site. Contractor must notify the operations RSM 72 hours prior to the start of work. Crew must notify SBA NOCC (888) 950-7483 prior to entering site. Contractor shall provide SBA with photos of the ground ring, shelter pad and antenna installation.

## 8. **Civil Work**

8.1.1. This project includes the foundation - 9' X 16', Stoop 4'X4', grounding system (R56 Standards Compliance Required), and generator pad – 4'X9' including all required materials and labor.

8.1.2. Price shall include the cost of the crane lift to load the shelter from its present location at 2911 E. College Way, Mount Vernon, Washington onto a flatbed trailer (to be provided by the City of Sedro-Woolley) and the crane lift to unload the shelter and place it on the foundation on site at 811 N. township Street, Sedro-Woolley, Washington. One additional crane lift of the generator/ATS package from a flatbed to the pad shall be included; timing is to be coordinated for a single crane mobilization to the site.

- 8.1.3. The shelter is 9'x16'x 9' and weighs approximately 33,000 pounds. Hoisting eyes will be provided by the City.
- 8.1.4. The Shelter is provided by the City of Sedro-Woolley and may be inspected by any bidder at 2911 E. College Way, Mount Vernon, Washington. Email Mike Voss at Skagit 911 (mvoss@co.skagit.wa.us) to coordinate/schedule a tour.
- 8.1.5. Concrete Foundation Details:
- 8.1.5.1. A monolithic pour shall be used.
  - 8.1.5.2. The foundation walls shall extend below the frost line at least 18". Walls shall be at least 12" thick and contain 2 – number 4 rebar at the top, 2 - number 4 rebar at the bottom, and number 3 ties spaced no more than 36" O.C.
  - 8.1.5.3. The slab portion shall be a minimum of 6 inches thick with a number 4 rebar mat with rebar placed in a crisscrossed fashion 12" O.C. Edges shall be finished at a 45 degree angle with a 1 inch face.
  - 8.1.5.4. The stoop shall be at least 6 inches thick and slightly sloped to drain water away from the shelter.
  - 8.1.5.5. The pad for the generator shall be a minimum of 8" thick, with a number 4 rebar mat with rebar placed in a crisscrossed fashion 12" O.C.
  - 8.1.5.6. Contractor shall supply all anchoring hardware for the shelter and generator.
  - 8.1.5.7. Concrete shall be 4,000 psi compressive strength at 28 days.
  - 8.1.5.8. Concrete shall be placed using mechanical vibration.
  - 8.1.5.9. An allowance for all necessary gravel shall be included. This includes gravel under the foundations as well as gravel needed for site restoration.

9. **Electrical Work** All electrical work to be performed by a licensed electrical contractor.

- 9.1. CONDUIT: One underground conduit for power (2 ½") from the location of the PSE service to the foundation at the location of the electrical panel, 1 phone conduit (2") from the Frontier service location to the shelter foundation in an exact location to be determined in the field, 1 fiber conduit (2") from the Blackrock/Astound service location to the shelter foundation in an exact location

to be determined in the field, and conduits between the generator and shelter (one 2" and two 1").

- 9.2. WIRING: Wiring to accommodate 200 amp service from the PSE meter location in the conduit to energize the existing panel in the shelter. All materials and labor needed to install the generator on its pad and the ATS in the shelter including connecting the generator, ATS, existing panel and PSE meter.
- 9.3. GENERATOR/ATS: The City of Sedro-Woolley has purchased a Kohler 40REOZJC 40KW generator set with automatic transfer switch which will be delivered to the site by the City and placed on the pad by the Contractor. Spec sheets, line drawings and wiring diagrams are attached as Exhibit B. Installation, wiring, testing, start-up and related assembly of the generator and ATS shall be included in the bid price.
- 9.4. PERMITS: Contractor shall be responsible for all necessary electrical permits and related inspection costs to carry out the work for this project.
- 9.5. PSE: Contractor shall coordinate with PSE for the placement of a new service at the site. City will pay directly to PSE costs associated with the new service/meter placement.

## **10. Crew Information**

- 10.1. Vendors shall submit a brief "Bio" describing the relevant work history and experience level, and relevant knowledge base of the proposed Crew Lead person. This will be a factor in the bid award selection.
- 10.2. Vendors shall submit a brief "Bio" describing the relevant work history and experience level, and relevant knowledge base of the proposed Crew Members. This will be a factor in the bid award selection.

## **11. Overhead Requirements**

- 11.1. The following tasks are considered part of overhead and shall be included in the price of each section.
- 11.2. Contractors working on site shall have communications capability, such as a cellular phone, with which to communicate with the project manager or to be used to call for help in case of an emergency.
- 11.3. All applicable laws and standards governing a safe work place and tower climbing safety shall be followed. Contractor agrees to comply with SBA safety policies and procedures which are available for review at

[http://www.sbsite.com/OperationsServices\\_Safety.aspx](http://www.sbsite.com/OperationsServices_Safety.aspx) and are incorporated into this document.

11.4. When working in off road areas during dry months contractors shall carry shovels which could be used for fire control. Should a fire start, contractor shall immediately call for help.

## **12. Mobilization Costs**

12.1. Shall be included in the base bid amounts.

## **13. Time and Materials Work**

13.1. Contractor shall quote time and materials markup for additional services that may be required.

13.2. Labor, by “man-hour”, not by crew hour, with a minimum crew size of two when climbing any tower.

13.3. Contractor shall provide any mobilization costs that could be part of time and materials work for additional services for a crew of two.

13.4. Markup on Materials that may be ordered.

13.5. Contractor shall state the minimum crew size allowed if the number is other than two.

13.6. Bids will be evaluated based on using 48 “man-hours” of time and \$1,000.00 in materials.



# Proposal Checklist

- Proposal Form
- Company Profile and References
- Non-Collusion Affidavit
- Acknowledgement of any pre-bid addenda
- Federal Debarment Form
- Proposal Authorization Form
- Notation of any exceptions taken to the City of Sedro-Woolley proposal specifications and/or Standard Purchasing Contract

## Company Profile and Information

Company Information	Information
Legal Name of Vendor	
WA Contractor Number	
TIN:	
Address	
City, State, Zip	
Phone and Fax	
Name of Preparer and Title	
Signature of Preparer	
Date	
<b>Reference 1</b>	
Company	
Contact	
Telephone Number	
Type of Shelter Supplied and Date Delivered	
<b>Reference 2</b>	
Company	
Contact	
Telephone Number	
Type of Shelter Supplied and Date Delivered	
<b>Reference 3</b>	
Company	
Contact	
Telephone Number	
Type of Shelter Supplied and Date Delivered	

# Proposal Form

## City of Sedro-Woolley Site Construction, Climbing & Electrical Services

### Tower Work

Section 7 - Duke's Hill Radio Site Tower Work: \$\_\_\_\_\_

### Project Work

Section 8 - Duke's Hill Radio Site Civil Work: \$\_\_\_\_\_

### Project Work

Section 9 - Duke's Hill Radio Site Electrical Work: \$\_\_\_\_\_

### Project Completion

State the number of working days required for the Contractor to complete the Project from the date the City issues the Notice to Proceed \_\_\_\_\_

### Crew Information

Section 10.1 - Crew Lead Bio Attached? Y / N

Section 10.2 - Crew Members Bios Attached? Y / N

### Time and Materials Work

Section 13.2 - Cost per Man Hour: \$\_\_\_\_\_

Section 13.3 – Mobilization Costs for a crew of two: \$\_\_\_\_\_

Section 13.4 - Mark Up: \_\_\_\_\_%

Section 13.5 - Minimum Crew Size\_\_\_\_\_ persons

**NON-COLLUSION AFFIDAVIT**

STATE OF WASHINGTON )  
  )  
COUNTY OF SKAGIT     )

The undersigned, being first duly sworn on oath, says that the proposal herewith submitted is a genuine and not a sham or collusive proposal, or made in the interest or on behalf of any person not therein named; and (s)he further says that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham proposal, or any other person or corporation to refrain from proposing; and that said Vendor has not in any manner sought by collusion to secure to him/her self an advantage over any other Vendor or Vendors.

\_\_\_\_\_  
Signature of Vendor/Contractor

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2015.

Notary Public in and for the State of Washington.

Residing at \_\_\_\_\_

My Comm. Exp.: \_\_\_\_\_

## Acknowledgement of Pre-bid Addenda

I acknowledge receipt of the following pre-bid addenda and have incorporated the same into these bid documents:

---

Signature

---

Printed Name and Title

## Proposal Authorization

As the \_\_\_\_\_ of the company, I certify that I am  
empowered to act on behalf of \_\_\_\_\_ in signing proposals.

In addition, the undersigned Bidder certifies that Bidder is, at the time of bidding, a licensed general contractor in a state in the United States, and shall be, throughout the period of the contract, licensed by the State of Washington to do the type of work required under the scope of this Project. Bidder further certifies the Bidder is skilled and regularly engaged in the general class and type of work called for in these bid specifications.

Bidder certifies that Bidder is competent and knowledgeable of the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that Bidder is aware of such peculiar risks and certifies that Bidder has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such unusual and peculiar hazards.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 15.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Contractor's License No. and State

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title of Signatory

Notary Public in and for the

State of: \_\_\_\_\_

Residing: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)**

1. The prospective bidder certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
2. Where the prospective bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Business Name \_\_\_\_\_

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

By: \_\_\_\_\_  
Name and Title of Authorized Representative

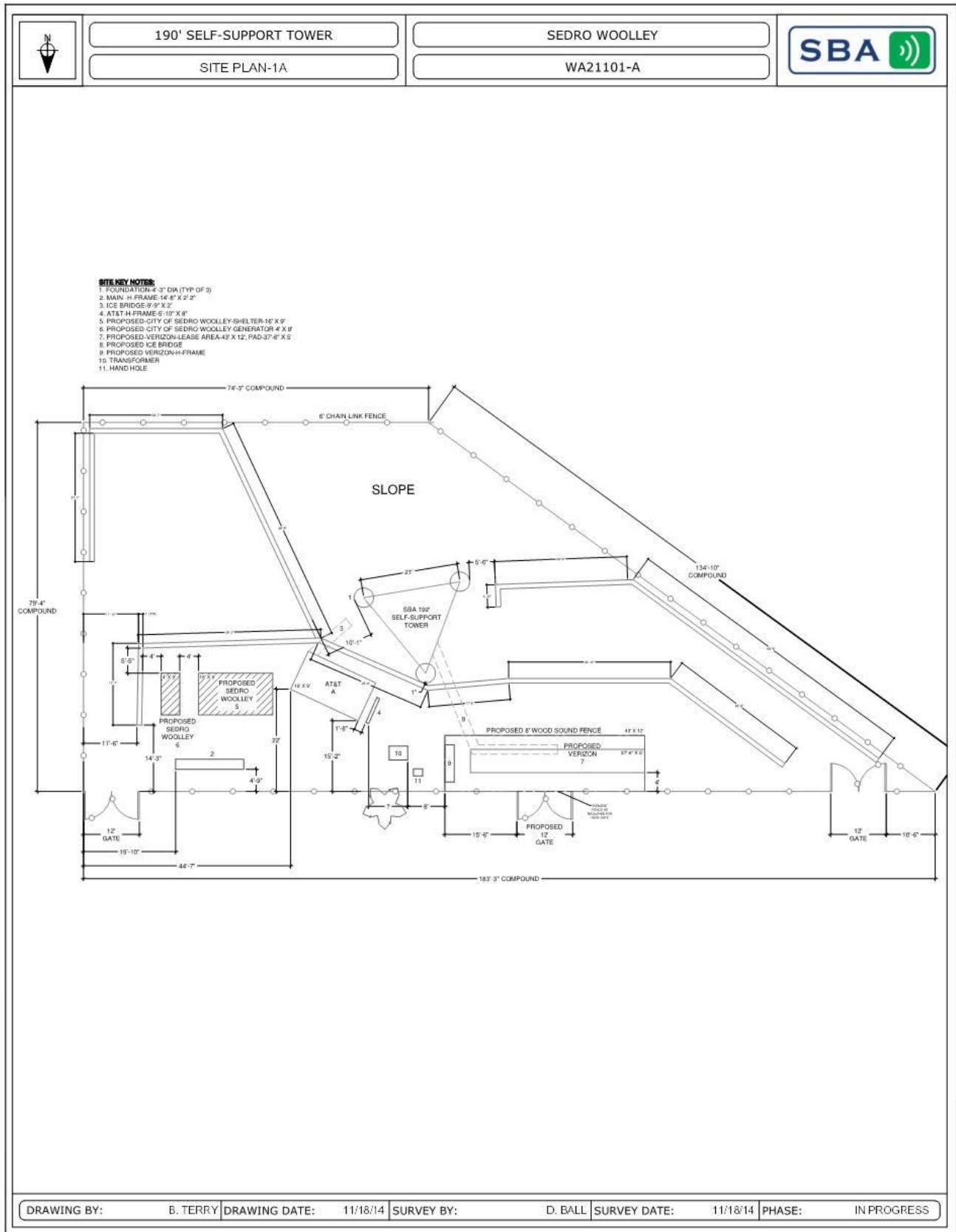
\_\_\_\_\_  
Signature of Authorized Representative

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective bidder is providing the certification set out below.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).
6. The prospective bidder agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
7. The prospective bidder further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. The prospective bidder in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The prospective bidder may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



# EXHIBIT A Site Plan



DRAWING BY:	B. TERRY	DRAWING DATE:	11/18/14	SURVEY BY:	D. BALL	SURVEY DATE:	11/18/14	PHASE:	IN PROGRESS
-------------	----------	---------------	----------	------------	---------	--------------	----------	--------	-------------

EXHIBIT C  
City of Sedro-Woolley Public Works Agreement

**PUBLIC WORKS AGREEMENT 2015-PW-XX**

**Project Name: Dukes Hill SWPD Repeater Project**

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and \_\_\_\_\_, (hereinafter the "Contractor") hereby agree as follows:

**I. THE PROJECT:** The Contractor agrees to complete the following project, utilizing the best available materials and labor, and in accordance with bid specifications and contractor's proposal (if any), project plans and technical specifications:

Project description: Site, tower climbing and electrical work as described in the Dukes Hill SWPD Repeater Project bid documents.

**II. GENERAL CONDITIONS:** The General Conditions of this agreement are the Standard Specifications for Road, Bridge and Municipal Construction, Current Edition, issued by the State of Washington and the APWA, modified as follows:

**A. Definitions and Terms:**

1. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard specifications, they shall be construed to mean "City of Sedro-Woolley" or "Owner".

2. Where references are made to the "State Treasurer", the term shall be construed to mean the City's "Finance Director".

3. Where the term "Secretary of Transportation" or "District Administrator" are used, the terms shall be construed to mean the duly authorized representative of the City.

**B. Project Manager:** The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates Eron Berg, City Supervisor, as its Project Manager. Contractor designates \_\_\_\_\_ as its Project Manager.

**C. Business License:** A City Business License is required, and Contractor and Sub-Contractors are responsible for payment of the taxes imposed thereunder.

**D. Taxes:** Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. Taxes are deemed to be included in the amounts invoiced to the City.

**E. Bonding Requirements:** The City requires the following bonds; combination documents, cash deposits, or assigned savings accounts are acceptable alternatives:

1. Bid Bond: 5%, if the work is subject to bid procedures;

2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$35,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

**F. Insurance:** The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the

work within the scope of this agreement, in such form and with policy limits in such amounts (\$2 Million minimum) as are acceptable to the City.

The Contractor agrees to name the City as an **additional insured** when obtaining liability insurance and to provide a **Certificate of Insurance** to this effect.

**G. Traffic Control:** The Contractor shall furnish all flagging and maintain all temporary traffic control signs and devices necessary to control traffic during construction operations at all locations. Traffic control plans and traffic control signs and devices shall conform to the Manual on Uniform Traffic Control Devices as adopted by the State of Washington, and shall be approved in advance by the City. Unless provided for specifically in the contract, no additional compensation will be made for traffic control.

### **III. PAYMENT**

A. The maximum payable hereunder is \$ \_\_\_\_\_

B. The Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices are submitted to the Project Manager for approval prior to payment. No final payment shall be made until the project is accepted by the City.

C. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. (General conditions section 1-07.9. If Federal Funds, Davis-Bacon Act and U. S. Department of Labor requirements.) This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.

D. Retainage will be administered in accordance with RCW 60.28.010(1).

### **IV. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK:**

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before \_\_\_\_\_

B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.

Scope of project: Site, tower climbing and electrical work as described in the Dukes Hill SWPD Repeater Project bid documents.

C. Joinder in Arbitration Proceedings. If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

D. Indemnification.

1. Contractor shall indemnify, defend, and hold the City harmless from and against any claim, damages, losses, liability or expense arising out of its breach of contract or negligence.

2. Contractor's duty to indemnify City shall not apply to liability for damages arising out of bodily injury to persons or damage caused to property caused by or resulting from the sole negligence of City or City's agents or employees.

3. Contractor's duty to indemnify City for liability for damages arising out of bodily injury or damage to property caused by or resulting from the concurrent negligence of (a) City or City's agents or employees, (b) Contractor and Contractor's agents or employees, or (c) any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

4. Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this AGREEMENT shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by City, and not include, or extend to, any claims by Contractor's employees directly against Contractor.

5. Contractor's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liabilities to which it applies City's personnel-related costs, attorneys' fees, and all other costs whether or not taxable by statute or court rule.

E. Attorneys Fees. The prevailing party in any litigation of any dispute arising out of this agreement shall be entitled to its actual attorneys fees incurred and all costs of such litigation (including expert witness fees) in addition to any costs otherwise taxable by statute or court rule.

F. MRSC Roster Registration. If required, the Contractor shall register or maintain registration on the MRSC Small Works Contractor Roster.

G. Washington State Department of Retirement Systems. Have you retired under the 2008 early retirement factors? Yes  No  N/A

H. Debarment. Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-contractors are listed on any state or federal debarment list.

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, for the Contractor, \_\_\_\_\_

\_\_\_\_\_  
, Contractor

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, for the CITY OF SEDRO-WOOLLEY:

\_\_\_\_\_  
Mike Anderson, Mayor

Attest:

\_\_\_\_\_  
Finance Director

Approved as to form:

\_\_\_\_\_  
City Attorney



**PUBLIC WORKS PAYMENT BOND  
to City of Sedro-Woolley, WA**

Bond No. \_\_\_\_\_

The City of Sedro-Woolley, Washington, (City) has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as \_\_\_\_\_, Project No. \_\_\_\_\_ in Sedro-Woolley, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and \_\_\_\_\_ (Surety), a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 and 39.12 including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

\_\_\_\_\_  
Principal Signature

Date

\_\_\_\_\_  
Surety Signature

Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Name, address, and telephone of local office/agent of Surety Company is:

--

Approved as to form:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**PUBLIC WORKS PERFORMANCE BOND  
to City of Sedro-Woolley, WA**

Bond No. \_\_\_\_\_

The City of Sedro-Woolley, Washington, (City) has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as \_\_\_\_\_ Project No. \_\_\_\_\_, in Sedro-Woolley, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and \_\_\_\_\_ (Surety), a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Principal Signature

Date

\_\_\_\_\_  
Surety Signature

Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

\_\_\_\_\_  
Signature

Title

\_\_\_\_\_  
Date

**RETAINAGE INVESTMENT OPTION**

CONTRACTOR: \_\_\_\_\_

PROJECT NAME: Dukes Hiss SWPD Repeater Project

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

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the City of Sedro-Woolley (City) will hold your retainage as described in "Current Expense", option 1 below.

- \_\_\_\_\_ 1.     Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
  
- \_\_\_\_\_ 2.     Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.
  
- \_\_\_\_\_ 3.     Escrow / Investments: The City will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Sedro-Woolley will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

**BONDS AND SECURITIES ACCEPTABLE BY THE CITY OF SEDRO-WOOLLEY:**

- 1.     Bills, certificates, notes or bonds of the United States.
- 2.     Other obligations of the United States or its agencies.
- 3.     Indebtedness of the Federal national Mortgage Association.
- 4.     Time Deposits in commercial banks.

Designate below the type of investment selected:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- \_\_\_\_\_ 4.     Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter



60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt of Labor and Industries / Department of Revenue clearance, whichever takes longer.

---

(Contractor's Signature)

Date

---

Title

**RETAINAGE ACCOUNT** \_\_\_\_\_

**CITY** \_\_\_\_\_

**ESCROW AGREEMENT / INTEREST BEARING ACCOUNT**

TO: \_\_\_\_\_  
Bank or Trust Company

\_\_\_\_\_  
Branch

\_\_\_\_\_  
Attn:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

The undersigned \_\_\_\_\_ hereinafter referred to as the Contractor, has directed the City of Sedro-Woolley, hereinafter referred to as the City, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

**INSTRUCTIONS**

1. The City shall deliver to you from time to time warrants or checks payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such warrant or check so that you may receive the proceeds thereof and invest the same. The power of

endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow / interest bearing account. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such warrant or check shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the City. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. A list of such bonds, or other securities approved by the City are indicated on the Retainage Investment Option form. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the City. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the City as provided in Paragraph 4 of the Escrow Agreement.

The investments selected by the Contractor, approved by the City and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instruction shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow / Interest Bearing Account Agreement is \_\_\_\_\_. Upon request by you, the City shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.

4. In the event the City orders you to do so in writing, and notwithstanding any other provisions of this agreement you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other monies, including accrued interest on such securities, held by you hereunder, to the City.

5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

\_\_\_\_\_  
\_\_\_\_\_

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any amounts which might be owing as provided for herein. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that

the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modifications hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigations.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow or interest bearing account holder hereunder, you shall give written notice to the City and Contractor. The City and Contractor shall, within 20 days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within 20 days, you may return the subject matter hereof to the City and upon doing, it absolves you from all further charges and obligations in connection with this escrow or interest bearing account.

7. This agreement shall not be binding until executed by the Contractor and City and accepted by you.

8. This instrument contains the entire agreement between you, the Contractor and the City with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice if any default or any other matter, not bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow or interest bearing account and do hereby execute this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor

BY: \_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

**CITY OF SEDRO-WOOLLEY**  
City

BY: \_\_\_\_\_                      Sign  
Authorized Signature & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

ATTESTED BY:

\_\_\_\_\_  
Finance Director

Approved as to form:

\_\_\_\_\_  
City Attorney

The above escrow instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Bank or Trust Company

By: \_\_\_\_\_