

City of Arlington



**Terrace Park Renovation Project
REQUEST FOR BID**

City of Arlington Public Works
154 West Cox Ave
Arlington, WA 98223

Project Number: P02.459
Issue Date: **6/27/2019**
Due Date: **7/11/2019**

ADVERTISEMENT FOR BID
City of Arlington
Terrace Park Renovation (P02.459)

Notice is hereby given that sealed proposals will be received by the City of Arlington Public Works Department, 154 W. Cox, Arlington, Washington 98223, until **2:30 PM, local time on July 11, 2019**, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to perform the project.

Work under this schedule entails re-shaping of the existing terrace steps between the concrete stairs, including necessary tree and root removal, and the installation of a concrete sidewalk and new split rail fence. Project area to be hydro-seeded upon completion of grading.

The Engineer's estimate for the complete project is \$85,000. Please address any comments and questions in writing to the Project Administrator, Kris Wallace, at the address above or at kwallace@arlingtonwa.gov.

All bidding and construction is to be performed in compliance with the Contract Documents for this project and any Addenda issued thereto, which are on file with the City of Arlington Public Works Department.

Proposals received after the date and time stated above will not be considered. Immediately following the deadline for submission, the proposals will be publicly opened and read aloud in the Stillaguamish Conference Room at the Public Works Administration Building located at 154 W. Cox Ave, Arlington, WA 98223. Proposals must be submitted on the forms provided with the contract documents. All proposals must be accompanied by a bid deposit in the form of a certified or cashier's check, or bid bond, for not less than five percent (5%) of the total amount bid, including additives and alternates, if any. Refer to Instructions to Bidders for more information. Should the successful Bidder fail to enter into such contract and furnish satisfactory payment and performance bonds within the time stated in the specifications, the bid deposit shall be forfeited to the City of Arlington.

Plans and specifications are available for viewing only at the City of Arlington Public Works Department, 154 W. Cox Ave, Arlington, Washington 98223. Plans and Specifications can also be downloaded from the City's website at <http://www.arlingtonwa.gov/Bids.aspx>.

The City of Arlington expressly reserves the right to reject any and all bids, to waive minor irregularities or informalities, and to further make award of the project to the lowest responsible Bidder as it best serves the interest of the City of Arlington. No proposal may be withdrawn after the time stated above, or before Award of Contract, unless said award is delayed for a period exceeding sixty (60) calendar days after opening of the proposals, or Bidder withdraws proposal due to error in accordance with Section 1-03.1 of the WSDOT Standard Specifications.

The City of Arlington in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 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.

Published:	Everett Herald	Daily Journal of Commerce	Arlington Times
	June 26 th & July 3 rd	June 26 th & July 3 rd	June 29 th

1.0 REQUEST FOR BID

The City of Arlington is issuing this **Request for Bid** (Project P02.459) from qualified contracting firms for the **Terrace Park Renovation Project**. This work entails re-shaping of the existing terrace steps between the concrete stairs, including necessary tree removal, and the installation of a concrete platform with new split rail fence. The firm with the successful bid (CONTRACTOR) shall perform this work during established City of Arlington working days and times; Monday-Friday, 7:00 am to 7:00 pm, excluding City recognized holidays. Though not a requirement, bidders are encouraged to register with the Project Administrator, Kris Wallace at 360-403-3526, so they can be apprised of any Request for Bid addendums.

2.0 SCOPE OF WORK

BACKGROUND – Terrace Park is a City park bordering 5th and Division located approximately midblock between Alcazar Ave and High St. Currently there are 9 terraced seating areas on the north side of the park that have slowly eroded over the years. This project will restore each of these terraces to an approximate 5 foot flat seating area between the existing concrete stairs. Existing concrete stairs are to remain.

CONTRACTOR SHALL:

- 2-1. The lump sum bid amount on the Proposal Form shall include all costs for completing all of the work detailed in this Scope of Work and the Plans.

- 2-2. GENERAL REQUIREMENTS –
 - a. CONTRACTOR shall prepare and submit to the City a work plan detailing proposed sequence of work, proposed working hours, proposed project schedule and date(s) of work.
 - b. CONTRACTOR shall prepare and submit to the City for review and approval submittals for all products and materials used on this project prior to starting work.
 - c. CONTRACTOR shall submit to the City the names, phone numbers, and contact information for the Project Foreman and the Foreman for all subcontractors prior to starting work.
 - d. CONTRACTOR shall prepare and submit to the City a Pedestrian Safety Plan, a Site Safety Plan and Temporary Erosion and Sediment Control Plan (TESC) prior to starting work. While site is an active construction site, CONTRACTOR is fully responsible for implementing, monitoring and maintaining controls detailed in these plans.
 - e. CONTRACTOR shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work, and with

implementing, monitoring, and maintaining such controls as may be necessary to ensure compliance with applicable Federal and State laws and regulations regarding worker and public protection, health, and safety.

- f. CONTRACTOR shall take all precautions and measures necessary to protect all existing roads, structures, infrastructure and vegetation not scheduled for work. Any damage to existing roads, structures, infrastructure or vegetation not scheduled for work shall be repaired to the satisfaction of the City by the CONTRACTOR.
- g. CONTRACTOR shall be responsible for hauling and disposing of all construction debris in accordance with local, state and federal laws and regulations. CONTRACTOR shall provide certification of debris disposition to the City.

2-3. RESHAPING TERRACES -

- a. CONTRACTOR shall reshape terraces using native soils. Terraces shall be leveled and re-graded to the required slope and width as shown on the Plans and as directed by the Engineer. The existing location of each terrace shall be preserved to the greatest extent possible.
- b. An approved hydroseed mix, per COA Design and Construction Standards, shall be applied to the reshaped terraces after grading is complete to ensure slope stabilization and prevent soil runoff.
- c. As shown on the Plans, the area to the west of the terraces shall be cleared of all brush and stumps. Contractor shall fully remove the existing 3 stumps and haul all cleared brush from the site. Site shall be graded to match existing slope and hydroseeded immediately after grading. Contractor shall be responsible for slope stabilization during construction.
- d. CONTRACTOR shall create a one foot berm, utilizing native soils, on the east side of the hill, adjacent to the existing stair railing. The rest of the hillside shall be graded smooth and hydroseeded with a mix approved by the City.
- e. CONTRACTOR shall remove and replace the existing fence at the top of the terrace hillside. Removed fence shall be disposed of by the Contractor. Contractor shall install new pressure treated wood rail fence with 6"x6" posts and 2"x8" rails. See Plans for details.
- f. CONTRACTOR shall install an 8 foot wide sidewalk section at the top of the hillside, behind the new fence. Proposed sidewalk section shall abut new rail fencing and have a 1% slope towards the terracing. Subgrade shall be prepared per the Plans and

adjacent grade shall be blended at the direction of the Engineer to create a smooth transition to surrounding grades.

- g. CONTRACTOR shall place two layers of geo-textile material, at least one foot apart vertically, at the top of the terraces before backfilling and constructing the sidewalk section. Geo-textile shall be placed under the entire sidewalk section and shall be US Fabrics SG 150 Bi-Axial Knitted Geo-Grid, or approved equal. See Plans for details.

2-4. TREES –

- a. CONTRACTOR shall remove the existing mature evergreen trees at the top of the terrace hill as shown on the Plans. The roots within the terraces shall be ground down or removed to a minimum of 4 inches below grade as part of the terrace shaping. During root removal care shall be taken to minimize impact to the existing hillside and to preserve the native terracing to the maximum extent feasible. Trees removed at the top of the terrace shall be removed to a depth sufficient to place the geo-textile material as shown on the Plans.
- b. All removed trees shall become the property of the Contractor and be removed from the site via the staging areas provided and shown on the Plans.

2-5. FORCE ACCOUNT WORK – City Project Manager may request CONTRACTOR to perform work that is similar in nature to work being performed under this contract but not included in the Scope of Work. Before performing out of scope work, information pertaining to the out of scope work being performed, performance means, performance schedule, and cost shall be agreed to and documented on a Force Account form by the CONTRACTOR and City Project Manager prior to performing out of scope work.

2-6. PROJECT CLOSE-OUT – Prior to project closeout and as a condition for final payment, CONTRACTOR shall furnish the City with all project records.

CITY SHALL:

- Review and approve submittals and inspect/accept project work.
- Manage this project and coordinate with the public.

3.0 PROJECT SPECIFICATIONS

This project will be performed in accordance with the following:

- City of Arlington Public Works Engineering Design and Construction Standards & Specifications, July 2008.
- Washington Department of Transportation 2018 Standard Specifications for Road, Bridge, and Municipal Construction, including amendments.

Consult with the City of Arlington project engineer if there is a conflict between the two specifications.

4.0 PROJECT ATTACHMENTS

The following documents are attached to this Request for Bid solicitation.

Attachment #1 - Bid Instructions and Bid Form

- Instruction to Bidders
- Statement of Bidder's Qualification
- Non-Collusion Certificate
- Proposal Form

Attachment #2 - Contract Documents

- City of Arlington Standard Contract
- Performance Bond
- Payment Bond
- Retainage Option Form

Attachment #3 - Construction Drawings

- Plan set and Details

5.0 PROJECT SCHEDULE

The project schedule is as follows:

- CONTRACTOR shall provide all project submittals, worker certifications, and contract documents within 15 working days following notice of project award.
- Project shall be substantially complete within 20 working days from issuance of Notice to Proceed.

6.0 BID QUESTIONS

Submit all questions in writing, via post or email, to the Project Administrator:

Kris Wallace
Project Administrator
154 West Cox Ave
Arlington, WA 98223
E-mail: kwallace@arlingtonwa.gov

----- END OF REQUEST FOR BID SOLICITATION -----

Attachments #1

**BID INSTRUCTIONS AND
BID FORM**

INSTRUCTIONS TO BIDDERS

1. **Form of Proposal and Signature.** The proposal shall be submitted on the forms provided by the City of Arlington and shall be enclosed in a sealed envelope marked and addressed as hereinafter directed. The Bidder shall state in figures their unit and lump sum bid prices for all bid items including additives and alternates. The City of Arlington reserves the right to correct any arithmetic errors. No proposal or modification by fax or e-mail will be considered.
2. **Preparation of the Proposal.** Bidder shall only use forms provided in the Contract Documents, and not similar forms available on agency websites. Blank spaces in the proposal shall be properly filled; failure to enter a value for each bid item will result in a \$0 being recorded for the bid item. The written text of the proposal must not be changed and no additions shall be made to the items mentioned therein. Conditions, limitations or provisions attached to a proposal will cause its rejection. Alterations of Bidder fill-ins by erasure or interlineations must be explained or noted in the proposal over the signature of the Bidder. Alternative proposals will not be considered. Where bonds are required the Bidder shall name in its proposal package the surety or sureties who have agreed to furnish said bonds. Bidder shall include applicable sales tax customarily paid by Contractor within each unit price item or lump sum item, which may include but not limited to material procurement and certain subcontracted services. If a separate line is provided on the Bid Form for sales tax, this shall represent sales tax to be paid by the City to the Department of Revenue for contracted amount.
3. **Wages.** The Prevailing Wages in effect at time of Advertisement are provided in the Appendices. It is the Bidder's responsibility to obtain wage information for any work classifications that are not included. If this project has federal funding, both State and Davis-Bacon Prevailing Wages will be included in the Appendices and must be paid on this project. If Davis-Bacon Prevailing Wage rates are not included in Appendices, then Bidder shall assume project does not have federal funding. For each work classification, the higher of the two rates will apply. Certified payrolls will be required on a weekly basis from Contractor, subcontractors of all tiers, and certain material manufacturers and deliverers, depending on the regulations.
4. **Questions.** Questions shall be submitted in writing to the Project Administrator, contact information shown below, and be received at least one week prior to the specified bid opening date. Questions received after this date may not be responded to. Responses to questions will be submitted in writing by the City through addendum; verbal responses shall not be considered official.
5. **Withdrawal of Bid.** Withdrawal of the proposal shall be in accordance with Section 1-02.10 of the 2016 edition of the WSDOT standard specifications.
6. **Lowest Responsible Bidder.** The low Bidder shall be the responsive Bidder offering the lowest amount for the Base Bid plus Add Alternates (if applicable) selected by the City.

In selecting the responsible Bidder, consideration will be given to the general competency of the Bidder for the performance of the work covered by the proposal, and the Bidder's financial standing, if requested. To receive favorable consideration, a Bidder must present evidence satisfactory to the City of Arlington that the Bidder and its associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements.

A showing of adequate financial resources may be requested by the City of Arlington, but will not alone determine whether a Bidder is competent to undertake the proposed work. Each Bidder must furnish a record of past performance and experience in the form required. To this end, each proposal, except as noted below, shall be supported by a statement of the Bidder's experience on the form provided. This form, completely filled out, must be submitted along with the proposal. Incomplete or false statements submitted in connection with a proposal may, at the option of the City of Arlington, be sufficient cause for its rejection. The City of Arlington shall be the final authority with regard to whether a bid is responsive to the Advertisement for Bid and as to whether a Bidder is a responsible Bidder under the conditions of this bid.

INSTRUCTIONS TO BIDDERS (CON'D)

7. **Bid Deposit.** As a guarantee of good faith, each Bidder shall submit with its proposal an unconditional certified or cashier's check drawn on a solvent state or national bank, or the Bidder may furnish a bond with a company acceptable to the City of Arlington in the sum stated in the Advertisement for Bid and these contract documents, payable to the City of Arlington. Cash deposit will not be accepted. Said check or bond to be held uncollected until it becomes subject to disposal as herein provided. Any condition or limitation placed upon said check or bond may render it informal and may, at the option of the City of Arlington result in the rejection of the proposal under which such check is submitted. If a Bidder to whom an award is made fails or refuses to execute the contract and furnish the required bond, all within the time stated herein, said check or bond and the monies represented thereby shall be and remain the property of the City of Arlington and shall be subject to deposit. The amount thereof is agreed to by the Bidder as liquidated damages due the City of Arlington on account of the delay in the execution of the contract and bond, and in the performance of the work hereunder, resulting from such failure or refusal. The check or bond of a Bidder to whom contract has been awarded will be returned to the Bidder after all of the acts, for the performance of which said check is required, have been fully performed. As soon as the bid prices are compared, the City of Arlington will return the deposits of all except the three lowest responsible Bidders. When the Contract is executed, the deposits of the two remaining unsuccessful Bidders will be returned. The liability of the City of Arlington in connection with the said deposits shall be limited to the return of the checks as herein provided.

8. **Execution of Contract.** A Bidder to whom the award is made shall be presented three official copies of the written contract with the City of Arlington in the form of the Contract attached hereto. The Bidder shall execute and return to the City of Arlington along with approved bonds as required in the following paragraph, all in accordance with the provisions hereof within seven (7) calendar days of the Notice of Award or such additional time as may be allowed by the City of Arlington. Upon receipt of the signed contract and subsequent signature by the Mayor the City of Arlington will return a copy of the fully executed contract to the Bidder.

If a Bidder to whom the award is made fails or refuses to enter into contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, its check, deposit, or Bid Bond shall become the property of the City of Arlington as provided herein, the award will be annulled, and in the discretion of the City of Arlington an award may be made to the Bidder whose proposal is next most acceptable to the City of Arlington; and such Bidder shall fulfill every stipulation embraced herein as if the Bidder were the party to whom the first award was made. A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence and of the authority of the officer signing the contract and bond for the corporation to so sign.

9. **Performance Bond and Payment Bond.**

(a) A Bidder to whom contract is awarded shall within the time mentioned in the preceding paragraph furnish performance and payment bonds on forms included in the Contract Documents with a responsible corporate surety or corporate sureties conditioned upon the faithful performance by the said Bidder of all covenants and stipulations in the contract. Said bond shall be in the amount of 100 percent of the Contract Amount.

(b) The surety or sureties on the bonds furnished must be satisfactory to the City of Arlington. The required bonds shall be furnished by the Bidder to whom contract has been awarded at its own cost and expense.

INSTRUCTIONS TO BIDDERS (CON'D)

10. **Address and Marking of Proposal.** The envelope enclosing the proposal **MUST** be sealed and addressed as follows:

**Terrace Park Renovation Project
Attn: Kris Wallace
City of Arlington
Public Works Department
154 W. Cox
Arlington, WA 98223**

The proposal **MUST** be delivered to the address and department listed above by the time stated in the Advertisement for Bid. The time clock located in the department listed above shall be the official time clock. Submittals received after the stated deadline will not be accepted. Delivery by USPS, UPS, FedEx, or other shipping carrier is accepted, however, it must be delivered to the stated department and signed in by the time stated in the Advertisement for Bid. Delivery to any other location or department will not be accepted. The proposal envelope **MUST** be plainly marked in the **upper left hand corner** with the following, as listed in the Advertisement for Bid:

1. **Bidder Name**
2. **Bidder Address**
3. **Project Name**
4. **Bid Date**
5. **Bid Time**
6. **Project Number**

All bid submittal items shall be enclosed in the same envelope with the proposal. Refer to Bidder's checklist

11. **Complete Contract Documents.** It shall be the responsibility of the Bidder to verify the completeness of its set of Contract Documents from the Table of Contents therein and neither the City of Arlington nor any of its officers or consultants shall be held responsible for any omissions unless such omission has been called to the attention of the City of Arlington prior to the submission of bids.

12. **Corrections, Interpretations and Addenda.** Any omissions, discrepancies or need for interpretation should be submitted in writing to the attention of the Project Coordinator. Written addenda to clarify questions which arise will then be issued.

All addenda to these specifications received by the Bidder must be listed on the space provided on the Proposal Form.

All interpretation or explanations of the Contract Document shall be in the form of an addendum and no oral statements by the City or other representative of the City shall, in any way modify the contracts Documents, whether made before or after letting the Contract.

13. **Project Administrator.** Notices as required in the Contract Documents shall be transmitted to:

Kris Wallace
City of Arlington
154 W. Cox
Arlington, WA 98223
(360) 403-3526
kwallace@arlingtonwa.gov

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Bidder: _____ Email: _____

Street Address: _____

City, State, Zip: _____

Contact Person: _____ Phone No.: _____ Fax No.: _____

Contractors Registration Number and Expiration Date

Unified Business Identity Number

Federal Tax I.D. Number or Social Security Number

L & I Account Number

Employment Security Account Number

M/WBE Number, if applicable

State Excise Tax Registration Number

DUNS Number

Please provide the names and addresses of the corporation officers, members, partners or principals:

Name/Title

Address

_____	_____
_____	_____
_____	_____

Please provide the name of the Equal Opportunity Officer: _____

Is your company a member of any Union(s)? No Yes – Name(s) and Local(s): _____

Number of years the Company has been engaged in the construction business under the present name: _____

Type of work generally performed by Bidder: _____

Gross Dollar amount of work under contract: Current: _____ Uncompleted: _____

List five major projects, similar in scope to this project, including the gross dollar amount, owner, contact, and contact phone number that has been completed by the Bidder within the last five years.

Contract Amt	Project Name	Owner	Contact	Phone No.

STATEMENT OF BIDDER'S QUALIFICATIONS (continued)

List at least five major pieces of equipment which are anticipated to be used on this project by the Bidder and note which items are owned by the Bidder and which are to be leased or rented from others:

Description	Owned	Leased	Rented

Bank References:

Name	Address	Contact	Phone No.

Have you changed your Bonding and/or Insurance within the last three (3) years? No Yes – If yes, please explain:

Name, address and contact information for your Insurance and Surety companies who will provide insurance and bonds for this project:

Name	Address	Contact	Phone No.

Has your company ever been served with a lawsuit and/or had a judgment and/or a lien placed upon itself and/or any corporation officers, members, partners or principals? No Yes – If yes, please explain:

Has your company ever had a lawsuit served and/or placed a judgment and/or lien upon any public (i.e.: county, city, state, municipality, special district, etc) or governmental entity? No Yes – If yes, please explain:

Please provide the disposition of the case(s): _____

The information contained within this Statement of Bidder's Qualifications is true and accurate to the best of my knowledge.

Name of Bidder

Date

Signed By

Title

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. 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.
2. **That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report 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 such 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.

PROPOSAL FORM

This is the address to which all communications from the City concerned with this bid and contract should be sent:

Contractor

Contractors Registration No. and Expiration Date

Street Address

Federal Tax I.D. No. or Social Security No.

City, State and Zip Code

L & I Account Number

Phone

Fax

Unified Business Identity Number

ATTN: Kris Wallace
TO: City of Arlington Public Works
ADDRESS: 154 W. Cox
Arlington, Washington 98223

PROJECT: **Terrace Park Renovation Project**
City Project Number: P02.459

Pursuant to and in compliance with your Invitation for Bid and the Instructions to Bidders and other documents relating thereto, the undersigned has carefully examined the drawings and specifications, as well as the premises and conditions affecting the work, and hereby proposes to furnish all labor and materials and to perform all work as required for construction of the improvements in strict accordance with the contract documents, specifications, and drawings for the lump sum amount shown.

TOTAL: \$ _____
(lump sum)

PROPOSAL FORM (CONTINUED)

Bidder's Declaration and Understanding

If the undersigned is notified for the acceptance of this bid within sixty (60) calendar days of the time set for the opening of bids, the undersigned agrees to execute a contract for the above work bid in the form of the contract bound in these specifications and to provide a surety bond as required by the specifications.

The undersigned further agrees that the bid guaranty accompanying this bid is left in escrow with the City of Arlington; that the liquidated damages which the City of Arlington will sustain by the failure of the undersigned to execute and deliver the above-named contract and surety bond, for any or all units of this bid accepted by the City of Arlington, will be not less than five percent (5%) of the total bid for such unit or units; and that if the undersigned defaults in executing that contract and in furnishing the surety bond within time frame stated in Instructions to Bidders, then the bid guaranty shall become the property of the City of Arlington who shall be obligated only to refund that portion in excess of the liquidated damages. If, however, this bid or any part thereof is not accepted within sixty (60) calendar days of the time set for the opening of bids or if the undersigned executes and delivers said contract and surety bond, the bid guaranty shall be returned.

Name of Bidder

Date

Signed By

Title

ADDENDA

Receipt of Addenda numbered and dated below is hereby acknowledged.

Addendum No.	Dated		Addendum No.	Dated		Addendum No.	Dated	

PREVAILING WAGES

The prevailing wages shall be paid to all workers, laborers, or mechanics (See WSDOT / APWA Standard Specifications and RCW 39.12)

BID DEPOSIT

A Bid Deposit in an amount not less than five percent (5%) of the Total Bid Amount(s) stated in the Proposal.

Cashier's Check No.: _____ \$ _____ Payable to the Owner

Certified Check No.: _____ \$ _____ Payable to the Owner

Bid Bond No.: _____ BY SURETY IN THE AMOUNT OF NOT LESS THAN 5% OF THE TOTAL BID

PROPOSAL FORM (CONTINUED)

If Sole Proprietor, Partnership, or Limited Liability Company:

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 and its seal affixed by its duly authorized officers this _____ day of _____, 20_____.

Attest:

Name of Corporation

WITNESS

Signature of Corporate Officer

Title

Sworn to before me this _____ day of _____, 20_____.

Notary Public in and for the State of Washington

residing at _____

My Commission Expires _____

NOTE:

1. If the Bidder is a co-partnership, so state, giving the name under which business is transacted and have notarized.
2. If the Bidder is a corporation, this Proposal must be executed by a duly authorized officer, have the Corporate Seal affixed and be notarized.

Attachments #2

**CONTRACT
DOCUMENTS**



CONSTRUCTION CONTRACT

THIS CONTRACT, dated this _____ day of _____, 2019, is by and between the City of Arlington, a municipal corporation of the State of Washington, hereinafter referred to as the CITY, and _____ referred to as the CONTRACTOR.

WITNESSETH:

That in consideration of the terms and conditions contained herein and referenced and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials, and equipment for:

Terrace Park Renovation Project

Project Number P02.459

in accordance with and as described in the Contract Documents referenced herein, the July 2008 Arlington Design and Construction Standards, and the 2018 Standard Specifications for Road, Bridge, and Municipal Construction of the Washington State Department of Transportation, all of which are by this reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The CONTRACTOR shall provide and bear the expense of all materials, equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the CITY.

- II. The CITY hereby promises and agrees with the CONTRACTOR to employ, and does employ the CONTRACTOR to provide the materials and to do and cause to be done the above referenced project and to complete and finish the same in accord with the attached Contract Documents and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached Contract Documents and the schedule of unit and lump sum prices at the time and in the manner and upon the conditions provided for in this contract.

- III. The CONTRACTOR for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the CONTRACTOR in the contract.
- IV. The Contractor has read all of the Contract Documents and is fully aware of the scope of work required under this contract
- V. It is further provided that no liability shall attach to the CITY by reason of entering into this contract, except as provided herein.
- VI. CONTRACTOR is and shall be at all times during the term of this Contract an independent contractor.
- VII. No change, alteration, modification or addition to the Contract will be effective unless it is in writing and properly signed by all parties thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY OF ARLINGTON, WASHINGTON: CONTRACTOR:
By _____ By _____
Barbara Tolbert, Mayor

Attest

Kristin Banfield, City Clerk

Approved as to Form

City Attorney

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2019

Notary Public in and for the State of
Washington

Residing in _____

My appointment expires _____

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Barbara Tolbert, Mayor is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2019

Notary Public in and for the State of
Washington

Residing in _____

My appointment expires _____



PERFORMANCE BOND

To City of Arlington, Washington

Bond No. _____

The City of Arlington, Washington has awarded to _____ (Principal), a contract for the construction of the project designated as Terrace Park Renovation Project, Project No. P02.459, in Arlington, 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 or County], 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 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 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 office executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature Date

Surety Signature Date

Printed Name Date

Printed Name Date

Title

Title

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

Approved as to form:

City Attorney, City of Arlington

Date



PAYMENT BOND

To City of Arlington, Washington

Bond No. _____

The City of Arlington, Washington has awarded to _____(Principal), a contract for the construction of the project designated as Terrace Park Renovation Project, Project No. P02.459, in Arlington, Washington (Contract), and said Principal is required to furnish a payment bond in accordance 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 or County], in the sum _____ 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 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; 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, and waives notice of any changes, 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 office executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature Date

Surety Signature Date

Printed Name Date

Printed Name Date

Title

Title

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

Approved as to form:

City Attorney, City of Arlington

Date



RETAINAGE OPTION

CONTRACTOR'S OPTION FOR RETAINED PERCENTAGE ON PUBLIC WORKS CONTRACTS

Project: _____

Contractor: _____

RCW 60.28 as amended by (Chapter 223, laws of 1994) Regular Session allows each prime contractor on a Public Works contract the following options concerning the amount reserved as retainage from moneys earned by the contractor.

Retainage Option Selection *(Please Initial Selected Option)*

____ Retained in a non-interest bearing fund by the City until forty-five days following the final acceptance of said improvement or work as completed.

____ Bond in lieu of retainage. Use City of Arlington Retainage Bond form. *Complete and submit attached Retainage Bond section with Retainage Option selection.*

____ Deposited by the City in an interest bearing account or escrow account in a bank, mutual savings bank, or savings and loan association designated by the contractor (Form D-162), not subject to withdrawal until after the final acceptance of said improvement or work as completed, or until agreed to by both parties; PROVIDED, that interest on such account shall be paid to the contractor. *Complete and submit attached Retainage Escrow Account section with Retainage Option selection..*

PRINCIPAL

FIRM or COMPANY

Signature Date

Name of Firm or Company

Printed Name

Address

Title

City/State/Zip

Approved as to form:

City Attorney, City of Arlington Date



RETAINAGE BOND

To: City of Arlington, Washington

Bond No: _____

KNOW ALL BY THESE PRESENTS that _____, a corporation organized and existing under the laws of the State of _____ and authorized to do business in the State of Washington as Principal ("Principal") and _____, a corporation organized and existing under the laws of the State of _____ and authorized and admitted to transact business in the State of Washington as Surety ("Surety"), are jointly and severally held and bound unto the CITY OF ARLINGTON as Obligee ("Owner") for the use and benefit of Claimants defined below as beneficiaries of the trust fund created by RCW 60.28, in the amount of _____ described below for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, on the day of 201_, the Principal entered into a contract with the Owner in accordance with Drawings, Specifications, and other Contract Documents, which contract is by reference made a part of this Retainage Bond ("Contract"); AND WHEREAS, the Contract and RCW 60.28 require the Owner to reserve from the monies earned by the Principal on estimates during the progress of the improvement or work a sum not to exceed 5% ("Retained Funds");

AND WHEREAS, Principal has requested under RCW 60.28.011(6) to submit a bond for all or a portion of the Retained Funds, and the Owner is required by the statute to accept a satisfactory bond in lieu of the Retained Funds unless it can demonstrate good cause for refusing it;

AND WHEREAS, it is the intent of the Principal, the Surety, and the Owner that this Retainage Bond and any proceeds from it are subject to all claims and liens in the same manner and priority as set forth for retained percentages in RCW 60.28;

NOW THEREFORE, the condition of this obligation is that, if there are no valid claims by any person or entity arising under the Contract pursuant to RCW 60.28, and no payment due from the Principal to the State of Washington with respect to taxes imposed pursuant to Title 82 RCW or payments pursuant to RCW 50.42, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. The Principal and Surety hereby jointly and severally agree among themselves and with the Owner that every person or entity making a valid claim on the Retained Fund pursuant to RCW 60.28 ("Claimant") who has not been paid in full before the expiration of a period of forty-five (45) days after the completion of all Contract work may sue on this Retainage Bond for the use and benefit of the Claimant, prosecute the suit to final judgment for the sum justly due the Claimant, if any, and have execution on this Retainage Bond, all in accordance with and to the extent permissible under RCW 60.28. The Owner shall not be liable for the payment of any costs or expenses, including attorneys' fees, of any such suit.
2. No suit or action shall be commenced under this Retainage Bond by any Claimant:
 - (a) Unless the Claimant has complied with the requirements of RCW 60.28, and
 - (b) Other than in a state court of competent jurisdiction in and for Snohomish County, and not

elsewhere.

RETAINAGE BOND (cont'd)

3. The amount of this Retainage Bond consists of:

(Check one of the following; if neither is checked, the first option shall apply)

5% of the final Contract Sum, including any increases due to change orders, quantities of work, new items of work, or other additions as the Owner may pay under the Contract, any and all future progress payments and 5% of any and all increases in the Contract Sum,

or

_____ Dollars (\$ _____), which is a fixed portion of the Retained Funds. Any balance of the Retained Funds will continue to be withheld, and retainage will be withheld from any future progress payments or increases in the Contract Sum unless this Retainage Bond is amended or replaced.

4. The amount of this Retainage Bond shall be reduced by and to the extent of any payment or payments properly made under it.

SIGNED AND SEALED this ____ day of _____, 201__.

PRINCIPAL

SURETY

Principal Signature Date

Surety Signature Date

Printed Name Date

Printed Name Date

Title

Title

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

Approved as to form:

City Attorney, City of Arlington Date



RETAINAGE ESCROW ACCOUNT

Bank or Trust Company

Branch

Street Address

City, State, Zip Code

Escrow No. _____
Bank Account # _____

Agency: City of Arlington
238 N. Olympic Ave
Arlington, WA 98223

Project Name: _____

The Undersigned, _____, herein referred to as the Contractor, has directed City of Arlington, and hereinafter referred to as the Agency, 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. Warrants or checks made payable to you and the Contractor jointly upon delivery to you shall be endorsed by you and forwarded for collection. The monies will then be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by the Agency. Attached is a list of the types of such bonds, or other securities approved by the Agency. Other bonds or securities, except stocks may be selected by the Contractor, subject to express written approval of the Agency. 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 Agency as provided in Paragraph 4 of the Escrow Agreement.
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 otherwise directed 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 Agency's warrants or checks) except in accordance with written instructions from the Agency. Compliance with such instructions shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow Agreement is _____ subject to change as provided for by contract provisions.

RETAINAGE ESCROW ACCOUNT (cont'd)

4. 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 Agency 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 as provided for herein above. 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 service not provided for in these instructions or that there is any 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 litigation.

5. This agreement shall not be binding until executed by the Contractor and the Agency and accepted by you.

6. This instrument contains the entire agreement between you, the Contractor and the Agency with respect to this escrow and you are not a party to nor bound by any instrument agreement other than this, you shall not be required to take notice of any default or any other matter, nor be bound by nor required to give notice or demand, nor required to take 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.

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

The undersigned have read and hereby approve the instruction as given about governing the administration of this escrow and do hereby execute this agreement on this ___Day of _____, 20___.

_____	<u>City of Arlington</u>
(Contractor)	(Agency)
_____	_____
(Authorized Signature)	(Authorized Signature)
_____	<u>238 North Olympic</u>
(Address)	(Address)
_____	<u>Arlington, WA 98223</u>
(City-State-Zip)	(City-State-Zip)

The above escrow instruction received and accepted this _____ day of _____, 20___.

Bank or Trust Company

Authorized Signature

Attachments #3

CONSTRUCTION DRAWINGS

