CITY OF LEAVENWORTH, WA

WEST STREET PAVING PROJECT

SEPTEMBER 2014

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12 SEP 14

CONTENTS

Invitation for Bids	1
Instructions to Bidders	2
Instructions to Selected Contractor	2
Background, Goal, and Scope of Work	3
Section 1 – Standard Specifications	4
1.1) 2014 WSDOT Standard Specifications	4
1.2) Amendments to Std. Specs	4
Section 2 – Supplementary Specifications	5
2.1) Chapter 1 – General Requirements	5
2.2) Chapter 4 – Ballast and Crushed Surfacing	5
2.3) Chapter 5 – Surface Treatments and Pavements	5
2.4) Chapter 8-04 – Curb, Gutters, and Spillways	7
Section 3 – Bid Documents	8
3.1) Statement of Bidder's Qualifications	9
3.2) Non-Collusion Certificate	11
3.3) Anti-Discrimination Certificate	12
3.4) Indemnification Addendum	13
3.5) Certification of Non-segregated Facilities	14
3.6) List of Subcontractors	15
3.7) Proposal Form	16
3.8) Bid Schedule	20
3.9) Deposit or Bid Bond Form	21
Section 4 – Contract Documents	22
4.1) Contract	23
4.2) Contract Bond	25
4.3) Certificate of Insurance	28
4.4) Insurance Policies in Force	29
4.5) Limits of Liability	30
Section 5 – Plans	31

INVITATION FOR BIDS

The City of Leavenworth, WA is calling for bids to pave West Street. West Street is located on the northwestern side of the City, between Ski Hill Drive and Mine Street.

The work includes providing, compacting, and finish-grading a layer of crushed surfacing base course, applying tack to the existing curbing, asphalt sawcuts, and driveway tie-ins, and providing and compacting a layer of hot mix asphalt with hot mix asphalt curbing and driveway tie-ins on the north side only, and providing density testing services.

Copies of plans and specifications are available at the Leavenworth City Hall. City Hall is located at 700 Highway 2, Leavenworth, WA 98826. Normal business hours are Monday-Friday 9:00 AM -5:00 PM. The 2014 WSDOT Standard Specifications apply but are not included in the plans and specifications set.

State prevailing wages apply to this project. A 5% bid deposit or bond is required, and a 100% contract bond is required of the selected Contractor. Retainage of 5% will be withheld. All permits, fees, and taxes required to complete the project shall be paid by the Contractor.

Bidding documents may be mailed to the City Clerk, City of Leavenworth, PO Box 287, Leavenworth, WA 98826, or hand delivered to City Hall. Bids shall be placed in a sealed envelope and clearly labeled "Bid for West Street Paving Project". Bids will be opened publicly at **2:00 PM on 19 September 2014**. Bids arriving after this time will be rejected. Consideration will be given to total cost and the planned work date as the City would like to complete this project as soon as possible and while asphalt is still available.

The City of Leavenworth reserves the right to reject any and all bids and to waive irregularities in the bid or bidding. No bidder may withdraw his bid after the time of public opening, or before award of the contract, unless award is delayed by more than 30 calendar days.

INSTRUCTIONS TO BIDDERS

All bidders are required to:

1) Refer to all 31 pages of plans and specifications.

2) Visit the project site to enhance understanding of the project.

3) Sign, complete, and submit all of the documents in Section 3 on or before the bid opening.

INSTRUCTIONS TO SELECTED CONTRACTOR

The Contractor who is selected by the bidding process will be notified by the Engineer of his selection with a Notice of Award. At that time, the selected Contractor shall sign, complete, and submit, in duplicate, all of the documents in Section 4 within 3 working days. The City will review these documents, sign if they approve, and return one of the originals to the Contractor. A Notice to Proceed will follow as soon as possible.

The selected Contractor shall also purchase a full or temporary Business License from the City.

BACKGROUND

The City of Leavenworth installed curb and sidewalk along the south side of West Street this summer as part of a "Citywide Improvement Project". Roadway rehabilitation was not included in that scope of work, necessitating this project. Work that has already been accomplished to date includes:

1) Iron infrastructure in the roadway has been lowered.
2) The existing roadway was ground into pieces and tilled with the native material that was acting as the subgrade.
3) The resulting mixture was graded and compacted.

Following this paving project, separate work will be done by City forces and a local surveyor to raise the iron infrastructure, replace monumentation, and return the street to fully functional status.

GOAL

The goal of this project is to install a thin (1" average) topdressing layer to provide a smooth and compact subgrade surface for paving, and then pave. Minimal disruption to traffic and landowners is required. The result shall be a professional-looking paving job, with excellent workmanship provided for all aspects of the job, including asphalt curbing installation and driveway tie-ins. The project is to be completed as soon as possible.

SCOPE OF WORK

The project will include, but not be limited to, the following work (in accordance with the entire Plans and Specifications):

1) Provide, grade, and compact CSBC to smooth the existing previously-compacted subgrade.
2) Verify the grade requirements for drainage considerations.
3) Apply tack to the existing curbing, existing asphalt sawcuts, and driveway tie-in joints.
4) Pave the roadway, including asphalt curbing, driveway tie-ins, and intersection radii.
5) Provide asphalt compaction evaluation via nuclear densometer testing.

SECTION 1 – STANDARD SPECIFICATIONS

1.1) The Washington State Department of Transportation and American Public Works Association, **2014** edition, of *Standard Specifications for Road, Bridge, and Municipal Construction* (Std. Specs.) applies to this project.

1.2) Amendments to the 2014 Std. Specs. apply to this project, but are not reproduced here. A copy of the amendments are available per request, or online at:
www.wsdot.wa.gov/Business/Construction/SpecificationsAmendmentsGSPs

SECTION 2 – SUPPLEMENTARY SPECIFICATIONS

The following supplements and supersedes the Std. Specs.:

2.1) Division 1 – General Requirements

1-08.4) Prosecution of Work

Work shall begin as soon as possible, with 48 hours prior notice provided to the City. Work shall not begin before 8:30 AM nor continue past 6:30 PM.

1-08.5) Time for Completion

Work shall be completed on or before 10 October, 2014.

2.2) Division 4 – Ballast and Crushed Surfacing

4-04.2 Materials

CSBC shall be provided from a WSDOT currently approved source. Submitted documentation of source approval is required.

4-04.3(5) Shaping and Compacting

CSBC shall be finish graded, watered if needed, and compacted to the Engineer's satisfaction. The City will provide CSBC density testing as needed. The Contractor shall take appropriate measures to ensure that the planned cross slopes are installed, and shall provide data to the Engineer for verification of drainage slopes near Cherry Street and both West Street sag locations prior to paving.

2.3) Division 5 – Surface Treatments and Pavements

5-04.3(5) Preparation of Existing Surfaces

Tack shall be applied to the existing curb only where new asphalt will contact (finish grade to top of subgrade). The Contractor shall provide at least two personnel, one to brush on the tack, and one to pull the City-provided Tack Guard Sled (approx. 50 LBS) along the new sidewalk. The sled shall be pulled at the same speed as the tack is applied, which shall prevent tack from being applied above the finish grade. At driveways, the tack shall be applied to the top of the curb radius, using a straight-edged tack guard of the Contractor's

choosing. At tapers between sidewalk (6" high curb) and driveways (0" high curb), a straight-edge tack guard of the Contractor's choosing shall be utilized to prevent tack from being applied above finish grade. Any tack which is applied above finish grade shall be removed immediately. Tack shall also be applied to existing asphalt sawcuts and driveway tie-in joints. Two 100% coverage coats shall be applied, separated by at least 20 minutes.

5-04.3(7)A3 Commercial Evaluation

HMA Cl. ½ In. PG 64-28 will be accepted using Commercial Evaluation. The Engineer may reject any batch, load, or section of roadway per 5-04.3(11)C.

5-04.3(10) Compaction

The Contractor shall provide all nuclear density testing equipment and operators necessary to complete a compaction Test Point Evaluation. The test shall be performed to the satisfaction of the Engineer, and the chosen rolling pattern shall be used for the remainder of the project. Additionally, the Engineer will specify up to six more sites for testing, and may require additional Test Point Evaluations, and compactive effort, as needed. The density testing equipment and operator shall remain on-site until all compaction is completed.

5-04.4 Measurement

"Tack" will be measured by the linear foot. Height of application shall match the compacted HMA thickness.

"Density Testing" will be measured by lump sum.

5-04.5 Payment

The unit contract price for "Tack", per linear foot, shall be full compensation for all materials, labor, and incidentals required to apply tack per section 5-04.3(5).

The unit contract price for "Density Testing", per lump sum, shall be full compensation for all materials, labor, and incidentals required to provide testing as per section 5-04.3(10).

2.4) Division 8-04 – Curb, Gutters, and Spillways

8-04.3 Construction Requirements

Asphalt Curb shall utilize the same hot mix asphalt as the roadway, and shall be placed during paving of the northern side of the roadway. The mix shall be thoroughly compacted using mechanical means to the size and shape defined in the plans, and shall be uniform in appearance.

8-04.4 Measurement

Asphalt Curb shall be measured by the linear foot.

8-04.5 Payment

"Asphalt Curb", per linear foot. Separately, "HMA Cl. ½ In. PG 64-28" payment will be made for hot mix placed for the making of Asphalt Curb.

SECTION 3 – BIDDING DOCUMENTS

3.1 - STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Contractor: _____

Contact Person for this Bid: _____

Address: _____

_____

Telephone: _____

Number of years the Contractor has been engaged in the construction business under the present firm name indicated: _____

Gross dollar amount of work under contract: _____

Gross dollar amount of contracts not completed: _____

Type of work generally performed by Contractor: _____

Provide a list of five similar, major projects completed by the Contractor within the last ten years and the gross dollar amount of each project.

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

Provide a list of five major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others.

	EQUIPMENT DESCRIPTION	OWNERSHIP	
1.		☐ Contractor	☐ Lease/Rent
2.		☐ Contractor	☐ Lease/Rent
3.		☐ Contractor	☐ Lease/Rent
4.		☐ Contractor	☐ Lease/Rent
5.		☐ Contractor	☐ Lease/Rent

3.1 - STATEMENT OF BIDDER'S QUALIFICATIONS (Continued)

Bank References:

BANK	ADDRESS	CONTACT NAME	PHONE

How many general superintendents or other responsible employees in a supervisory position do you have at this time and how long have they been with the Contractor?

_____

_____

Have you changed bonding companies within the last three years? ☐Yes ☐No

If so, why? (optional) _____

Have you ever sued or been sued in reference to a public works contract by a special purpose district, municipality, county, or state government? ☐Yes ☐No

If so, name the agencies and reasons therefore:

_____

_____

_____

Disposition of case, if settled: _____

_____

Washington State Department of Labor and Industries Workmen's Compensation Account No.:

_____

Washington State Department of Licensing Contractor's Registration No.:

_____

IRS Employer Number: _____

Or, if individual, Social Security Number: _____

Name of Equal Employment Opportunity Officer who would be assigned to the project

_____

MUST ACCOMPANY EACH BID

3.2 - NON-COLLUSION CERTIFICATION

STATE OF WASHINGTON)
) SS.
COUNTY OF _____)

_____,
COMPANY NAME

_____ of _____
NAME (print) TITLE

_____, being first duly sworn, on oath says that his/her COMPANY bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named: and s/he further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplier to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to her/himself an advantage over any other bidder or bidders.

_____
Contractor

_____
Date

MUST ACCOMPANY EACH BID

3.3 - ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON

COUNTY OF _____

The bidder hereby covenants, stipulates and agrees that no person shall be discriminated against in the bidding of the service and/or materials hereunder and that the bidder shall not refuse to hire any person therefore because of such person's race, creed, color or national origin, or gender, unless based on a bona fide occupational qualification. Also, the bidder will in no matter discriminate against any person because of such person's race, creed, color, gender, or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture and rejection.

_____

_____

Contractor's Signature

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

_____

Notary Public in and for
The State of Washington,
Residing at

_____

My commission expires _____

MUST ACCOMPANY EACH BID

3.4 - INDEMNIFICATION ADDENDUM

_____ (hereinafter called Contractor) agrees to defend, indemnify and hold the City of Leavenworth (hereinafter called the City), and its consulting engineering firm, harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Contract by Contractor or Contractor's agents or employees to the fullest extent permitted by law and subject to the limitations provided below.

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Contractor's duty to defend, indemnify and hold the City harmless shall include as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.
THE UNDERSIGNED HEREBY CERTIFY THAT THIS ADDENDUM WAS MUTUALLY NEGOTIATED.

Dated: _____	Dated: _____
Owner: City of Leavenworth	Contractor: _____
By: _____	By: _____
Title: _____	Title: _____

MUST ACCOMPANY EACH BID

3.5 - CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that s/he does not maintain or provide for her/his employees any segregated facilities at any of her/his establishments, and that s/he does not permit her/his employees to perform their services at any locations, under her/his control, where segregated facilities are maintained. The bidder certifies further that s/he will not maintain or provide for her/his employees any segregated facilities at any of her/his establishments. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause on any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact because of habit, local custom or otherwise. The bidder agrees that except where s/he has obtained identical certification from proposed subcontractor prior to the award of subcontracts exceeding $10,000, which are not exempt from the provisions of the Equal Opportunity clause, that s/he will retain such certifications in her/his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 USV 1001.

Dated: _____, 20___ _____

(Name of Bidder)

By _____

Title _____

Official Address:

_____

_____

(City, State, Zip)

_____

Must be included without alteration.

MUST ACCOMPANY EACH BID

3.6 - LIST OF SUBCONTRACTORS

CONTRACTOR SHALL PROVIDE THIS COMPLETED LIST OF SUBCONTRACTORS PERFORMING ANY WORK ON THE PROJECT WITH THE BID PROPOSAL PRIOR TO BID OPENING. ADDITIONS OR REVISIONS TO SUBCONTRACTOR LIST WILL NOT BE ALLOWED. FAILURE TO SUBMIT THIS LIST OF SUBCONTRACTORS WITH THE BID PACKAGE WILL RESULT IN A NONRESPONSIVE BID AND WILL BE REJECTED.

List below:

1. The work those subcontractors will perform on the Contract.
2. Shall not list more than one subcontractor for each category of work identified, except, when subcontractors vary with bid alternates, in which case the bidder shall identify which subcontractor will be used for which alternate.
3. Bidder shall list itself if performing the work.

If no subcontractor is listed, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work.

Subcontractor	Category of Work
_____	_____
_____	_____
_____	_____
_____	_____

_____

(Name of Bidder)

By: _____

Title: _____

3.7 - PROPOSAL FORM

Bidder: _____ Date: _____

Address: _____
Street

_____
City State ZIP Code

TO: City of Leavenworth
ADDRESS: 700 Hwy 2, PO Box 287
Leavenworth, WA 98826

PROJECT: **WEST STREET PAVING PROJECT**

Pursuant to and in compliance with your invitation for bids 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 amount shown.

TOTAL AMOUNT BID (This price includes sales tax): $ _____

_____
(Indicate total amount bid in writing)

Bidder's Declaration and Understanding

If the undersigned is notified for the acceptance of this bid within forty-five (45) 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 Owner; that the liquidated damages which the Owner 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 Owner, will be equal to 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 twenty (20) calendar days, of the date on the Notice of Award, then the bid guaranty shall become the property of the Owner 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 forty-five (45) 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.

_____ By: _____
Name of Bidder

Title: _____

3.7 - PROPOSAL FORM (Continued)

BID DEPOSIT

A Bid Deposit in an amount of five percent (5%) of the Total Bid Amount(s) based upon the Lump Sum or Bid Schedule approximate quantities at the unit prices including applicable taxes and in the form indicated on the following pages.

Payment $
Amount: _____

Payment Type: ☐ Cash ☐ Cashier's Check ☐ Certified Check ☐ Bid Bond

If the Bidder is awarded a construction contract on this Bid, the Surety who provides the Contract
Bond will be _____

whose address
is _____
Street

_____
City State ZIP Code

WASHINGTON STATE SALES TAX

The City agrees to pay Washington State Retail Sales Tax to the Bidder as an additional and separate pay item not included in the above unit-price bid items for all improvements, such as utility improvements for which the City is not exempt from Washington State Retail Tax, as specified in Section 1-07.2, State Taxes. The Bidder agrees to pay all other state and local taxes as specified in Section 1-07.2.

COMPLETION TIME AND LIQUIDATED DAMAGES

It is understood and agreed that all work required to complete this Project and to achieve the implied intent of the Plans and Specifications shall be completed within **5 Working Days** following the Notice to Proceed. The time of completion will be extended if City supplied components are not delivered on a timely basis. Refer to Section 1-08.5 of the General Requirements.

It is further understood and agreed that the City may deduct liquidated damages from payments due or to become due the Contractor in the amount set forth in Section 1-08.9, Liquidated Damages, for each calendar day in excess of **5 Working Days** following the Notice to Proceed stipulated in the paragraph above, unless specified otherwise.

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

3.7 - PROPOSAL FORM (Continued)

ADDENDA

Receipt of Addenda numbered _____ is hereby acknowledged.

NONCOLLUSION DECLARATION

The undersigned, being duly sworn, deposes and says that the Bid submitted herewith is a genuine and not a collusive or sham bid or made in the interest or on behalf of any person herein named and that the person, firm, association, joint venture, co-partnership, or corporation herein named, has 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 the preparation and submission of a bid for consideration in the award of a contract for the improvement described on the first page of this Proposal Form.

PREVAILING WAGES

The prevailing rate of wages shall be paid to all workers, laborers, or mechanics per Chapter 39:12 RCW. (See WSDOT/APWA Standard Specifications.)

BIDDER INFORMATION AND SIGNATURE

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

_____
Firm Name

Check one: ☐ Corporation/Limited Liability Company
☐ Partnership
☐ Individual

Doing business at: _____
Street

_____
City State ZIP Code

Indicate the address to which all communications concerned with this bid and contract should be sent.
The name of the president, treasurer, and manager of the bidding corporation/company, or the names of all persons and parties interested in this bid as partners or principals, are as follows:

_____ _____
Name Title

Address: _____
Street

_____
City State ZIP Code

3.7 - PROPOSAL FORM (Continued)

If Sole Proprietor or Partnership:
IN WITNESS hereto, the undersigned has set his (its) hand this _____ day of _____, 20____.

_____
Signature of Bidder

_____
Title

If Corporation/Company:
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/Limited Liability Company

_____ By_____
Secretary

Title _____

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

_____
Notary Public in and for the State
of Washington residing at

_____
Street

_____
City State ZIP Code

NOTE:
1. If the Bidder is a co-partnership, so state, giving the name under which business is transacted.
2. If the Bidder is a corporation/limited liability company, this Proposal must be executed by the duly authorized officials and notarized.

3.8 - BID SCHEDULE

WEST STREET PAVING PROJECT
CITY OF LEAVENWORTH

ITEM NO.	ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	L.S.	$	$
2	CSBC	200	TON	$	$
3	HMA CL. ½ IN. PG 64-28	560	TON	$	$
4	ASPHALT CURB	1,290	L.F.	$	$
5	TACK	1,500	L.F.	$	$
6	DENSITY TESTING	1	L.S.	$	$
				Total Amount Bid:	$

Retail Sales Tax is included in the unit prices above,
per WAC 458-20-171, and Std. Spec. 1-07.2(1).

I, _____, representing _____,
(Company Representative) (Company Name)

plan to complete this project on or before _____, 2014.

3.9 - DEPOSIT OR BID BOND FORM

DEPOSIT STATEMENT

Herewith find deposit in the form of certified check, cashier's check or cash in the amount of

$_____, which amount is not less than five percent of the total bid.

SIGN HERE: _____

RETURN OF DEPOSIT

_____, 20_____.

Received return of deposit in the sum of $ _____

BID BOND

KNOW ALL PEOPLE BY THESE PRESENTS:

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

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

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

SIGNED, SEALED, AND DATED THIS _____ DAY OF _____, 20__.

_____Principal

_____Surety

SECTION 4 – CONTRACT DOCUMENTS

4.1 - CONTRACT

THIS AGREEMENT, made in two copies, each of which shall be deemed original, and entered into as of the date hereinafter affixed, by and between the City of Leavenworth, hereinafter called the Owner, and_____

_____HEREINAFTER called the Contractor,

WITNESSETH:

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

I. The Contractor agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____

_____ and ___/100 Dollars (_____)

or as shown in the Bid Schedule. The Contractor shall do all work and furnish all tools, materials and equipment for **WEST STREET PAVING PROJECT** in accordance with and as described in the attached plans and specifications, including Addenda _____, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

II. City of Leavenworth 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-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

III. The Contractor for themselves and for their heirs, executors, administrators, successors, and assigns does hereby agree to the full performance of all covenants herein contained upon the part of the Contractor.

IV. It is further provided that no liability shall attach to the City of Leavenworth by reason of entering into this contract, except as expressly provided herein.

V. This agreement consists of the following documents, all of which are incorporated by reference as if set forth in full herein, and are component parts hereof:

4.1 - CONTRACT (Continued)

SECTION 1: STANDARD SPECIFICATIONS

SECTION 2: SUPPLEMENTARY SPECIFICATIONS

SECTION 3: BID DOCUMENTS

SECTION 4: CONTRACT DOCUMENTS

SECTION 5: PLANS

Countersigned:

this _____ day of _____, 20___.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

The City of Leavenworth
Owner

By _____

Title _____

Attest _____

Approved as to form:

Contractor _____

_____
Legal Counsel for Owner

By _____

Address_____

_____

Phone Number_____

4.2 - CONTRACT BOND

KNOW ALL PEOPLE BY THESE PRESENTS: That whereas the City of Leavenworth has awarded to

_____,
(Contractor)

hereinafter designated as the "Principal," a contract for the construction of the Project designated **WEST STREET PAVING PROJECT**, all as hereto attached and made a part hereof, and whereas said principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract:

NOW, THEREFORE, we the principal and _____

_____
(Surety)

a corporation, organized and existing under and by virtue of the laws of the State of Washington, duly authorized to do business in the State of Washington, as surety, are held and firmly bound unto the City of Leavenworth, a municipal corporation of the State of Washington in the sum of:

_____

_____
(Total Amount of Contract Sum)

Dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by those presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above-bonded principal, its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in the said contract and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter

be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and material suppliers and all persons who shall supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work on their part and shall indemnify and save harmless the City of Leavenworth, their officers and agents and shall further save harmless and indemnify said City of Leavenworth from any defect or defects in the quality of any part of the work or designated equipment covered by said contract which shall develop or be discovered within two (2) years after the final acceptance of such work, then this obligation shall become null and void; otherwise, it shall remain in full force and effect, provided that the liability hereunder for defects in materials and performance for a period of one (1) year after the acceptance of the work shall not exceed the sum of:

_____

(100% of the Contract Sum)

_____ Dollars (_____).

And the said surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on the bond, and it does hereby waive notice of any change, extension of time, alterations, or additions to the terms of the contract or the work or to the specifications.

IN WITNESS WHEREOF, the said principal and the said surety have caused this bond and three (3) counterparts thereof to be signed and sealed by their duly authorized officers

this _____day of _____, 20_____.

_____
Principal

TWO WITNESSES: (If sole proprietor or partnership)

By _____

_____

Title _____

_____

4.2 - CONTRACT BOND (Continued)

ATTEST: (If Corporation)
Corporate Seal

By _____

Title _____

Surety

By _____

Its _____

Address of local office and agent of Surety Company:

APPROVED AS TO FORM

By _____

Attorney for the City of Leavenworth

4.3 - CERTIFICATE OF INSURANCE

This is to certify that the _____
Insurance Company

of_____
City State Zip

has issued policies of insurance, as described below and identified by policy number, to the insured named below and to certify that such policies are in full force and effect at this time. City of Leavenworth, Washington has been named as an additional named insured on all such policies. It is agreed that none of these policies may be canceled or reduced in coverage without thirty (30) days prior written notice, served by certified mail, return receipt requested, and received by City of Leavenworth, 700 Highway 2, PO Box 287, Leavenworth, Washington 98826.

1. Insured:_____

2. Address:_____

3. Status of Insured: Corporation/Limited Liability Company _____

   Partnership _____ Individual _____ Joint Venture _____

4. Location of Operations Insured: _____

5. Description of Operations Insured: _____

   _____

4.4 - INSURANCE POLICIES IN FORCE

Indicate Form of Coverage, Policy Number and Policy Expiration Date

Commercial General Liability Insuring All Operations of Insured

_____

Automobile Liability

_____

Stop Gap/Employers Liability

_____

Policies include coverage for:	YES	NO
Damage caused by blasting, collapse or structural injury or damage to underground utilities?	___	___
Liability assumed in construction agreements and other types of contracts or the insured operations?	___	___
All owned, hired or non-owned automotive equipment used in connection with the insured operations?	___	___

4.5 - LIMITS OF LIABILITY

Form Of Coverage		Bodily Injury		Property Damage
Liability other than Automobile	Each Person	$_____ ($1,000,000 min.)	Each Accident	$_____ ($1,000,000 min.)
	Ea. Accident	$_____ ($1,000,000 min.)	Aggregate	$_____ ($2,000,000 min.)
Liability Automobile	Each Person	$_____ ($1,000,000 min.)	Each Accident	$_____ ($1,000,000 min.)
	Ea. Accident	$_____ ($1,000,000 min.)	Aggregate	$_____ ($2,000,000 min.)
Commercial General	Each Person	$_____ ($1,000,000 min.)	Each Accident	$_____ ($1,000,000 min.)
	and Liability Per Occurrence	$_____ ($1,000,000 min.)		
	Ea. Accident	$_____ ($1,000,000 min.)	Aggregate	$_____ ($2,000,000 min.)

Worker's Compensation

Date: _____

Issued: _____

_____
Insurance Company

_____
Authorized Representative Signature