

ADVERTISEMENT FOR BIDS

CITY OF PORT ORCHARD SIDNEY AVENUE SEWER REPAIR (FROM DEKALB TO KITSAP)

PW2021-008 CONTRACT NO. 036-21

Notice is hereby given that sealed bids will be received at the office of the City Clerk for the City of Port Orchard, 216 Prospect Street, Port Orchard, WA 98366 until 1:00PM on Thursday, March 4, 2021, for construction of the Sidney Avenue Sewer Repairs, Contract No. 036-21 No proposals will be accepted after the above-stated time. Immediately following the above-stated time, the proposals will be publicly opened at a virtual meeting and read.

The project consists of work to be performed within 50 working days from Notice to Proceed, and consists of furnishing all materials, equipment, tools, labor, and other work or items incidental theretofore and as generally described as follows:

1. Sewer repairs and sidewalk and pavement repairs/ improvements.

The Engineer's construction estimate for this project is \$300,000 to \$349,000.00.

Access to bidding information (plans, specifications, addenda, and Bidders List) is available through City of Port Orchard's on-line plan room. Free-of-charge access is provided to Prime Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on "Posted Projects," "Public Works," and "City of Port Orchard." This on-line plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic email notification of future addenda and to place themselves on the "Self-Registered Bidders List." Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at 425-258-1303 should you require assistance.

If you do not have access to the Web, you can make arrangements to pick up a set at the Port Orchard City Hall, City Clerk's Office, 216 Prospect Street, Port Orchard, WA 98366, 360-876-4407, for a NON-REFUNDABLE fee of \$10.00. If you wish the bid documents mailed to you, contact the Clerk's Office and the cost will include an additional \$8.00 to cover postage. Informational copies of any available maps, plans, specifications, and subsurface information are on file for inspection in the office of the Port Orchard Project Engineer, 216 Prospect Street, Port Orchard, WA 98366.

All bid proposals shall be accompanied by a bid security (bid deposit) in the form of a cash deposit, certified or cashier's check, postal money order, or surety bond made payable to the City of Port Orchard, for a sum not less than five percent (5%) of the amount of such bid, including sales tax. 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 security (bid deposit/bond) shall be forfeited to the City of Port Orchard.

The award of the Contract will go to the qualified bidder submitting the lowest responsible bid. The City reserves the right to reject any and all bids or waive any informality in the bidding and make the award as deemed to be in the best interest of the City.

The City of Port Orchard 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 insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises 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 or national origin in consideration for an award.

Notice is given to all potential bidders that any bid responses may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose bid responses upon a request. Bidders are advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City may elect to give notice to the bidder of the request so as to allow the bidder to seek a protective order from a Court. Please be advised, however, that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

NOTICE TO PROSPECTIVE BIDDERS

SIDNEY AVENUE SEWER REPAIR

In accordance with Section 1-02.4(1) of the Standard Specifications, it is the City of Port Orchard’s policy that questions concerning the project during the bidding process be submitted in written form. Please submit any questions that are pertinent to bidding the contract, and that are not answered by information contained in the Contract Documents, to the City of Port Orchard Engineering Department via e-mail (publicworks@cityofportorchard.us and kchammer@cityofportorchard.us) or telephone facsimile (fax): 360-876-4980, Attention: K. Chris Hammer, P.E., Public Assistant City Engineer.

Only correspondence received at least 3 business days prior to the bid opening will receive a response. All prospective bidder questions and the City’s response will be sent via email or fax, if possible, to all prospective bidders who have purchased plans approximately 2 days prior to the bid opening.

If you believe the Contract Documents contain an error or error(s), please provide us with that information via email or fax. An addendum will be issued to all prospective bidders if a correction is needed.

I have the following question(s)/comment(s):

I believe the Contract Document(s) has (have) the following error(s):

Please respond to:

Name: _____

Representing: _____

Address: _____

Fax Number: _____

INFORMATION AND CHECKLIST FOR BIDDERS

The following supplements the information in the Advertisement for Bids:

1. Pre-Bid Conference

No pre-bid conference will be held.

2. Examination of Plans, Specifications, and Site

Before submitting his/her bid, the Contractor shall carefully examine each component of the Bid Documents and any other available supporting data so as to be thoroughly familiar with all the requirements.

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

3. Property Issues

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

4. Interpretation of Bid Documents

The Bidder shall promptly notify Owner of any discovered conflicts, ambiguities, or discrepancies in or between, or omissions from the Bid Documents. Questions or comments about these Bid Documents should be directed to the attention of: Mark R. Dorsey, P.E., Public Works Director/City Engineer for the City of Port Orchard, 216 Prospect Street, Port Orchard, WA 98366, phone 360-876-4991.

Questions received less than 3 days prior to the date of bid opening may not be answered. Any interpretation or correction of the Bid Documents will be made only by addendum, and a copy of such addendum will be emailed or delivered to each person receiving a set of such Bid Documents. The Owner will not be responsible for any other explanations or interpretations of the Bid Documents. No oral interpretations of any provision in the Bid Documents will be made to any Bidder.

5. Bidding Checklist

All bids shall be submitted on the exact forms provided in these Bid Documents, and listed below. Failure to submit any of these forms may be grounds for rejection of the bid. Sealed bids for this proposal shall be submitted as specified in these Bid Documents and the Advertisement for Bids. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the Bidder, and the name and number of the project for which the bid is submitted. All bids will remain subject to acceptance for sixty (60) calendar days after the day of the bid opening.

- A. **Proposal** – Bidders must bid on all items contained in the Proposal. If any unit price is left blank, it will be considered no charge for that bid item, regardless of what has been placed in the extension column.
- B. **Bid Security** – Bid Bond is to be executed by the Bidder and the surety company unless bid is accompanied by a cash deposit, cashier's or certified check, or postal money order. The amount of this bond shall be not less than five percent (5%) of the total bid, including sales tax, if applicable, and may be shown in dollars. Surety must be authorized to do business in the State of Washington, and must be on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.
 - i. The bond form included in these Contract Provisions **MUST** be used; no substitute will be accepted. If an attorney-in-fact signs the bond, a certified and effectively dated copy of their Power of Attorney must accompany the bond.
 - ii. The bid bond/deposit of the successful Bidder will be returned provided s/he executes the Contract, furnishes satisfactory performance bond covering the full amount of work, provides evidence of insurance coverage, and other documents required by the contract documents within 14 calendar days after Notice of Award. Should s/he fail or refuse to do so, the Bid Deposit or Bond shall be forfeited to the City of Port Orchard as liquidated damages for such failure.
 - iii. The Owner reserves the right to retain the security of the three lowest bidders until the successful Bidder has executed the Contract and furnished the performance bond.
- C. **Non-Collusion Declaration** – DOT Form 272-036H EF included in these Contract Provisions must be returned with the bid proposal.
- D. **Bidder's Qualification Form** – Regarding forms D and E, the Owner reserves the right to check all statements and to judge the adequacy of the Bidders qualifications.
- F. **Certification of Compliance with Wage Payment Statutes** – Must be filled in and signed.
- G. **Supplemental Criteria Information Form** - Must be filled in and signed.
- H. **Subcontractor List** – Must be completed.

6. Contract Checklist

The following forms are to be executed by the successful Bidder after the Contract is awarded. The Contract and Performance and Payment Bond are included in these Bid Documents and should be carefully examined by the Bidder.

- A. **Contract** – Three copies to be executed by the successful Bidder.
- B. **Performance/Payment Bond and Warranty Bond** – Three copies of each type of bond to be executed by the successful Bidder and his surety company. These bonds cover successful completion of all work and payment of all laborers, subcontractors, suppliers, etc. and provide a warranty for the contract work. The bond forms included in these Bid Documents **MUST** be used; no substitutes will be accepted. If an Attorney-in-fact signs the bond(s), a certified and effectively dated copy of their Power of Attorney must accompany the bond(s).

- C. **Certificates of Insurance** – To be executed by an insurance company acceptable to the Owner, on ACCORD Forms. Required coverages are listed in Section 1-07.18 of the Standard Specifications, as may be modified by the Special Provisions. The Owner shall be named as “Additional Insured” on the insurance policies.
- D. **Selection of Retainage Option** – The above Bid and Contract Documents must be executed by the Contractor’s President or Vice-President if a corporation, or by a partner if a partnership. In the event another person has been duly authorized to execute contracts, a copy of the resolution or other minutes establishing this authority must be attached to the Proposal and Contract documents.
- E. **Prevailing Wage Requirements** –

The vendor is required to pay, at a minimum, the applicable prevailing wage rates to those employees performing services under the Contract. The applicable wage rates are set forth in the State of Washington Department of Labor and Industries Prevailing Wage Rate Schedule, RCW 39.12.020.

The project site is located in Kitsap County.

The prevailing wage schedule in effect for the work under the Contract will be the one in effect upon the prime contractor’s bid due date with these exceptions:

- If the project is not awarded within six (6) months of the bid due date, the award date (the date the contract is executed) is the effective date.
- If the project is not awarded pursuant to bids, the award date (the date the contract is executed) is the effective date.
- Janitorial contracts follow WAC 296-127-023.

For contract number C036-21 the prime contractor bid due date is 1:00 PM Thursday March 4th, 2021.

Except for janitorial contracts, the rates in effect on the bid due date shall apply for the duration of the contract (unless otherwise noted in the solicitation).

It is the responsibility of the vendor to ensure the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their proposal according to these specifications.

The selected vendor must submit to the Department of Labor and Industries, a “Statement of Intent to Pay Prevailing Wages”. A copy of the certified Intent Statement must be submitted to the City prior to payment of the first invoice. The vendor will pay promptly, when due, all wages accruing to its employees.

All invoice or payment applications are required to bear the following signed statement: “I certify that wages paid under this contract are equal to or greater than the applicable wage rates set forth in the Washington State Prevailing Wage Rates for Public Works Contracts issued by the State of Washington Department of Labor and Industries.”

The selected vendor must submit to the Department of Labor and Industries an “Affidavit of Wages Paid” and a copy of an approved Affidavit must be submitted at the end of the contract to the City before the last payment or any retained funds will be released.

The cost of filing a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid with the Department of Labor and Industries shall be at no additional cost to the City. The Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing wage rate, RCW 39.12.060 and WAC 296-127-060.

Look up the prevailing rates of pay, benefit, and overtime codes from this link: <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp> A copy of the prevailing wage rates is available for viewing at the City of Port Orchard Department of Public Works. A hard copy will be mailed upon request.

For prevailing wage questions, contact the Department of Labor & Industries at PW1@Lni.wa.gov or 360-902-5335.

7. Contractor Disqualification

1) A bidder will be deemed not responsible and the proposal rejected if the bidder does not meet the following responsibility criteria set forth in RCW 39.04.350:

(1) Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must:

(a) At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;

(b) Have a current state unified business identifier number;

(c) If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW;

(d) Not be disqualified from bidding on any public works contract under [RCW 39.06.010](#) or [39.12.065\(3\)](#);

(e) If bidding on a public works project subject to the apprenticeship utilization requirements in [RCW 39.04.320](#), not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation;

(f) Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its web site. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption

(g) Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of chapter 49.46, 49.48, or 49.52 RCW.

- 2) A bidder may be deemed not responsible and the proposal rejected if:
- a. More than one proposal is submitted for the same project from a bidder under the same or different names;
 - b. Evidence of collusion exists with any other bidder or potential bidder. Participants in collusion will be restricted from submitting further bids;
 - c. The bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the bidder;
 - d. An unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; progress; affirmative action; equal employment opportunity practices; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization;
 - e. There is uncompleted work (Contracting Agency or otherwise) which might hinder or prevent the prompt completion of the work bid upon;
 - f. The bidder failed to settle bills for labor or materials on past or current contracts;
 - g. The bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract;
 - h. The bidder is unable, financially or otherwise, to perform the work; or
 - i. There are any other reasons deemed proper by the Contracting Agency.

The following items are considered to be Steel or Iron Manufacturing Processes

1. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron. Foreign source steel ingots or foreign source steel billets used in any manufacturing process of a steel product is considered foreign steel under the Buy America Provision.
2. Production of Steel by any of the following processes:
 - a. Open Hearth Furnace.
 - b. Basic Oxygen.
 - c. Electric Furnace.
 - d. Direct Reduction.
3. Rolling, heat treating, and any other similar processing.
4. Fabrication of the products:
 - a. Spinning wire into cable or strand.
 - b. Corrugating and rolling into culverts.
 - c. Shop fabrication.
5. Protective coatings such as zinc, aluminum, epoxy, paint, or any other coating that protects or enhances the value of steel or iron.
6. Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.



**STATEMENT OF INTENT TO
 PAY PREVAILING WAGES**
Public Works Contract
\$40.00 Filing Fee Required

Intent ID # (Assigned by L&I)

- This form must be typed or printed in ink.
- Fill in all blanks or form will be returned for correction (see back).
- Please allow a minimum of 10 working days for processing.
- Once approved, your form will be posted online at the website above.

APPROVED FORM WILL BE MAILED TO THIS ADDRESS ↓
 Contractor, company or agency name, address, city, state & ZIP+4

Project Name		Contract Number	
Contract Awarding Agency (public agency - not federal or private)			
Awarding Agency Address			
City		State	ZIP+4
Awarding Agency Project Contact Person		Phone Number	
County where work will be performed		City where work will be performed	
Bid due date (mm/dd/yy)		Date contract awarded (mm/dd/yy)	
Prime Contractor (has contract with the public agency)		Prime's Phone Number	
Prime's Contractor Registration Number		Prime's UBI Number	
Number of Owner/Operators that own at least 30% of the company who will perform work on the project: _____		Will <u>all</u> work be subcontracted?	
Will employees perform work on this project? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", please list worker's craft/trade/occupation below. (If you choose "No" and this changes later, you certify that you will submit a new form listing workers.)		Do you intend to use subcontractors?	
Craft/trade/occupation. (Do NOT list apprentices.) When using employees in more than one craft, each craft transition must be accurately recorded on the time sheet.		Responding "Yes" to either of the questions above will then require you to list the subcontractor, their UBI #, and Contractor Registration # (if they are required to have one) on Addendum B of the Affidavit of Wages Paid form.	
Expected job start date (mm/dd/yy)		Do you intend to use apprentice employees?	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Estimated number of workers		Rate of hourly pay	Rate of hourly fringe benefits

Sample

Company Name	
Address	
City	State ZIP+4
Contractor Registration Number	UBI Number
Industrial Insurance Account Number	
Email Address	Phone Number
For L&I Use Only	
APPROVED:	Department of Labor and Industries
By _____	Industrial Statistician

Indicate total dollar amount of your contract (including Sales Tax) or time and materials, if applicable.	\$ _____
I hereby certify that the information, including any addendums, is correct and that all workers I employ on this Public Works Project will be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.	
Title	Signature

For L&I Use Only	
Check Number: _____	<input type="checkbox"/> \$40 or \$ _____
Issued By: _____	

F700-029-000 statement of intent to pay prevailing wages 05-08

DO NOT SEPARATE FORMS PRIOR TO APPROVAL BY L&I
 (White & canary copies must be submitted-canary will be retained by L&I after approval.)



AFFIDAVIT OF WAGES PAID
Public Works Contract
\$40.00 Filing Fee Required

Affidavit ID # (Assigned by L&I) _____

- This form must be typed or printed in ink.
- Fill in all blanks or form will be returned for correction (see back).
- Please allow a minimum of 10 working days for processing.
- Once approved, your form will be posted online at the website above.

APPROVED FORM WILL BE MAILED TO THIS ADDRESS
 Contractor, company or agency name, address, city, state & ZIP+4

Project Name _____ Contract Number _____
 Contract Awarding Agency (public agency - not federal or private) _____
 Awarding Agency Address _____
 City _____ State _____ ZIP+4 _____
 Awarding Agency Project Contact Person _____ Phone Number _____
 County where work was performed _____ City where work was performed _____
 Bid due date (mm/dd/yy) _____ Date contract awarded (mm/dd/yy) _____

Prime Contractor (has contract with the public agency) _____ Prime's Phone Number _____
 Prime's Contractor Registration Number _____ Prime's UBI Number _____

Number of Owner/Operators that own at least 30% of the company who will perform work on the project: _____
 Did Employees Perform Work on this Project? Yes No If "Yes", please list worker's craft/trade/occupation below.

Craft/trade/occupation and apprentices. (For apprentices, give name, registration #, trade, dates of work on project, stage of progression, wage and fringe.)

Number of workers	Total # of hours worked - ea. trade	Rate of hourly pay	Rate of hourly fringe benefits

Date work completed (mm/dd/yy) _____ Date Intent filed (mm/dd/yy) _____
 Intent ID # _____
 Was **all** work subcontracted? Yes No Did you use subcontractors? Yes No
 Responding "Yes" to either of the above questions will require that you fill out **Addendum B, List of Next Tier Subcontractors.**
 Job start date (mm/dd/yy) _____

Company Name _____
 Address _____
 City _____ State _____ ZIP+4 _____
 Contractor Registration Number _____ UBI Number _____
 Industrial Insurance Account Number _____
 Email address _____ Phone Number _____
For L&I Use Only
APPROVED: Department of Labor and Industries
 By _____ Industrial Statistician

Indicate total dollar amount of your contract (including Sales Tax.) \$ _____
 I hereby certify that the information, including any addendums, is correct and that all workers I employed on this Public Works Project were paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.
 Title _____ Signature _____

For L&I Use Only
 Check Number: _____ \$40 or \$ _____
 Issued By: _____

F700-007-000 affidavit of wages 05-08 **DO NOT SEPARATE FORMS PRIOR TO APPROVAL BY L&I**
 (White & canary copies must be submitted-canary will be retained by L&I after approval.)

PROPOSAL
CITY OF PORT ORCHARD
SIDNEY AVENUE SEWER REPAIR
CONTRACT NO. 036-21

To: Mayor and City Council
City of Port Orchard, Washington

Contractor: _____ State License No.: _____

Date: _____
Month/Day/Year

Bidder's Declaration and Understanding

The Bidder declares that s/he has carefully examined the Contract Documents for the construction of the project, that s/he has personally inspected the site, that s/he has satisfied her/himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal. The Bidder further declares that s/he has exercised her/his own judgment regarding the interpretation, of subsurface information and has utilized all data, which s/he believes pertinent from City and other sources and has made such independent investigations as the Bidder deems necessary in arriving at her/his conclusions.

Bidder understands that any bid response documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose bid responses upon a request. Bidder acknowledges that s/he has been advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Bidder may elect to give notice to Bidder of the request so as to allow Bidder to seek a protective order from a Court. Bidder acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

Contract Execution

The Bidder agrees that if this Proposal is accepted, s/he will, within fourteen (14) calendar days after Notice of Award, complete and sign the Contract in the form annexed hereto, and will at that time deliver to the City executed copies of the Performance Bond, Labor and Material Payment bond, the Certificate of Insurance, and other documentation required by the Contract Documents, and will, to the extent of her/his Proposal, furnish all machinery, tools, apparatus and other means of construction and do the work and furnish all the materials or services necessary to complete all work as specified or indicated in the Contract Documents.

Start of Construction and Contract Completion

The Bidder further agrees that within 14 calendar days of the Notice to Proceed or April 12th whichever comes first, s/he will meet with engineering personnel and begin work no earlier than April 15th, and complete the construction within 50 working days of START DATE.

Lump Sum and Unit Price Work

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on lump sum and unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor, services, and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

If any material, item, or service required by the Contract Documents has not been mentioned specifically, the same shall be furnished and placed with the understanding that the full cost to the City has been merged with prices named in the proposal.

**SCHEDULE OF CONTRACT PRICES
SIDNEY AVENUE SEWER REPAIR**

NOTE: If a discrepancy between the numerical unit price and the written (words) unit price is found, the written (words) unit price shall control.

Item No.	Estimated Quantity	SP/STD	Description of Item	Unit Price	Amount
Utility Items – Sales Tax not included in Bid Items and added to the total					
1.	Lump Sum	STD	Mobilization \$ _____ (Price in words) (1-09) Per Lump Sum	L.S.	\$ _____
2.	Lump Sum	SP	Contractor Surveying \$ _____ (Words) (1-05) Per Lump Sum	L.S.	\$ _____
3.	Lump Sum	STD	SPCC Plan \$ _____ (Words) (1-07) Per Lump Sum	L.S.	\$ _____
4.	Lump Sum	SP	Temporary Traffic Control \$ _____ (Words) (1-10) Per Lump Sum	L.S.	\$ _____
5.	Lump Sum	SP	Removal of Structure and Obstruction \$ _____ (Words) (2-02) Per Lump Sum	L.S.	\$ _____
6.	24 SY	STD	Removal of Concrete Sidewalk and Driveway Entrance (Alley) \$ _____ (Words) (2-02) Per Square Yard	\$ _____	\$ _____
7.	13 SY	STD	Removal of Asphalt Pavement (Alley) \$ _____ (Words) (2-02) Per Square Yard	\$ _____	\$ _____
8.	151 SY	STD	Removal of Concrete Pavement (Sidney/Alley, Portion of Sidney/ Kitsap) \$ _____ (Words) (2-03) Per Square Yard	\$ _____	\$ _____
9.	600 TN	STD	Gravel Borrow Incl. Haul \$ _____ (Words) (2-09) Per Ton	\$ _____	\$ _____
10.	333 CY	STD	Structural Excavation Class B, Incl. Haul \$ _____	\$ _____	\$ _____

Item No.	Estimated Quantity	SP/STD	Description of Item	Unit Price	Amount
			(Words) (2-09) Per		
11.	660 SF	SP	Shoring or Extra Excavation Class B \$ _____	\$ _____	\$ _____
			(Words) (2-09) Per Square Foot		
12.	42 TN	SP	Crushed Surfacing Top Course \$ _____	\$ _____	\$ _____
			(Words) (4-04) Per Ton		
13.	151 SY	STD	Replace Cement Concrete Panel \$ _____	\$ _____	\$ _____
			(Words) (5-01) Per Square Yard		
14.	2 TN	STD	HMA CL ½"PG 66-22 (Alley) \$ _____	\$ _____	\$ _____
			(Words) (5-04) Per Ton		
15.	20 LF	STD	Ductile Iron Drain Pipe 4 In. Diam. \$ _____	\$ _____	\$ _____
			(Words) (7-01) Per Lineal Foot		
16.	1 EA	STD	Type 1 Catch Basin \$ _____	\$ _____	\$ _____
			(Words) (7-05) Per Each		
17.	1 EA	SP	Concrete Inlet \$ _____	\$ _____	\$ _____
			(Words) (7-05) Per Each		
18.	1 EA	SP	Manhole 48 In. Diam. \$ _____	\$ _____	\$ _____
			(Words) (7-05) Per Each		
19.	Lump Sum	SP	Bi-pass Sewer Pumping \$ _____	\$ _____	\$ _____
			(Words) (7-17) Lump Sum		
20.	35 LF	SP	PVC Sewer Pipe 6 In. Diam. Type 1 (Sidney/Alley) \$ _____	\$ _____	\$ _____
			(Words) (7-18) Per Lineal Foot		
21.	Lump Sum	SP	Repair Sewer Pipe Connection (Sidney/ Alley) \$ _____	\$ _____	\$ _____

Item No.	Estimated Quantity	SP/STD	Description of Item	Unit Price	Amount
22.	310 LF	SP	(Words) (7-18) Per Lump Sum Cast In Place Pipe (CIPP)	\$ _____	\$ _____
23.	9 EA	STD	(Words) (7-20) Per Lineal Foot Inlet Protection	\$ _____	\$ _____
24.	17 SY	STD	(Words) (8-01) Per Each Cement Concrete Driveway Entrance	\$ _____	\$ _____
25.	40 LF	STD	(Words) (8-06) Per Square Yard Paint Line	L.S.	\$ _____
26.	36 SF	STD	(Words) (8-22) Per Lineal Foot Plastic Stop Bar	\$ _____	\$ _____
27.	6,500 DOL	STD	(Words) (8-22) Per Square Foot Minor Change	\$ _____	\$ _____
				6,500.00	6,500.00
			(Words) (1-04) Dollars	1.00	6,500.00
SUBTOTAL UTILITIES BID:				\$ _____	
SALES TAX:				\$ _____	
TOTAL UTILITIES BID:				\$ _____	

UTILITY BID SALES TAX

In accordance with Section 1-07.2(2) State Sales Tax: The Contractor shall collect from the Contracting Agency, retails sales tax on the full contract price.

Item No.	Estimated Quantity	SP/STD	Description of Item	Unit Price	Amount
Roadway Items – applicable Sales Tax included in Bid Items					
28.	Lump Sum	STD	Mobilization	\$ _____	\$ _____
			(Price in words) (1-09) Per Lump Sum	L.S.	
29.	Lump Sum	SP	Contractor Surveying	\$ _____	\$ _____
			(Words) (1-05) Per Lump Sum	L.S.	
30.	Lump Sum	STD	SPCC Plan	\$ _____	\$ _____
				L.S.	

Item No.	Estimated Quantity	SP/STD	Description of Item	Unit Price	Amount
31.	Lump Sum	SP	(Words) (1-07) Per Lump Sum Temporary Traffic Control	\$ _____ L.S.	\$ _____
32.	180 LF	SP	(Words) (1-10) Per Lump Sum Removal of Curb and Gutter	\$ _____ LF	\$ _____
33.	49 SY	SP	(Words) (2-02) Per Square Yard Removal of Concrete Sidewalk and Driveway Entrance	\$ _____	\$ _____
34.	593 SY	STD	(Words) (2-02) Per Square Yard Removal of Asphalt Pavement	\$ _____	\$ _____
35.	123 SY	STD	(Words) (2-02) Per Square Yard Removal of Concrete Pavement	\$ _____	\$ _____
36.	30 CY	SP	(Words) (2-03) Per Square Yard Roadway Excavation Incl. Haul	\$ _____	\$ _____
37.	98 TN	SP	(Words) (2-03) Per Cubic Yard Crushed Surfacing Top Course	\$ _____	\$ _____
38.	123 SY	STD	(Words) (4-04) Per Ton Replace Cement Concrete Panel	\$ _____	\$ _____
39.	225 TN	STD	(Words) (5-01) Per Square Yard HMA CL ½ In. PG 64- 22	\$ _____	\$ _____
40.	Lump Sum	SP	(Words) (5-04) Per Ton Concrete Drain Pipe Repair (Sidney/ Kitsap)	\$ _____	\$ _____
41.	1 EA	STD	(Words) (7-05) Per Lump Sum Adjust Catch Basin (DeKalb/ Harrison)	\$ _____	\$ _____
42.	1 EA	STD	(Words) (7-05) Per Each Adjust Man Hole (DeKalb/ Harrison)	\$ _____	\$ _____

Item No.	Estimated Quantity	SP/STD	Description of Item	Unit Price	Amount
			\$ _____ (Words) (7-05) Per Each	\$ _____	\$ _____
43.	200 LF	SP	Cement Concrete Curb and Gutter \$ _____ (Words) (8-04) Per Linear Foot	\$ _____	\$ _____
44.	78 SY	STD	Cement Concrete Sidewalk \$ _____ (Words) (8-14) Per Square Yard	\$ _____	\$ _____
45.	5 EA	SP	Cement Concrete Curb Ramp COBI Type A \$ _____ (Words) (8-14) Per Each	\$ _____	\$ _____
46.	2 EA	STD	Cement Concrete Curb Ramp WSDOT Perpendicular Minor Change \$ _____ (Words) (8-14) Per Each	\$ _____	\$ _____
47.	3,500 DOL	STD	Minor Change \$ _____ 3,500.00 (Words) (1-04) Dollars	\$ _____ 1.00	\$ _____ 3,500.00
TOTAL ROADWAY BID:				\$ _____	

ROADWAY BID SALES TAX

In accordance with Section 1-07.2(1) State Sales Tax: Work performed on City, County, or Federally owned land, the Contractor shall include Washington State retail sales taxes in the various unit bid prices or other amounts. These retail sales taxes shall include those the Contractor pays on purchases of materials, equipment, and supplies used or consumed in doing the work.

UTILITY BID AND ROADWAY BID TOTAL: \$ _____

The undersigned Bidder hereby agrees to start construction on this project, if awarded, no later than fourteen (14) calendar days after Notice to Proceed and to complete the project within the time stipulated in the Contract. By signing below, Bidder acknowledges receipt of the following Addenda to the Bid Documents:

**CITY OF PORT ORCHARD
SIDNEY AVENUE SEWER REPAIR
CONTRACT NO. C036-21**

_____ Addendum No.	_____ Date of Receipt	_____ Addendum No.	_____ Date of Receipt
_____ Addendum No.	_____ Date of Receipt	_____ Addendum No.	_____ Date of Receipt

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

By signing below, Bidder certifies that s/he has reviewed the insurance provisions of the Bid Documents and will provide the required coverage.

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

<u>OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:</u>	
“I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.”	
Signature:	Date:
Printed Name and Title:	Location or Place Executed (City, State):
Business Address:	Business Telephone:

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

STATE OF _____)
)ss.

COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ signed this proposal, on oath stated that he/she was authorized to execute the proposal and acknowledged it as the _____ (title) of _____ (name of party on behalf of whom proposal was executed) and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in this proposal.

Dated this _____ day of _____, 20____.

Notary Public

Printed Name

My Commission Expires: _____

BIDDER'S QUALIFICATION FORM
CITY OF PORT ORCHARD
SIDNEY AVENUE SEWER REPAIR
CONTRACT NO. 036-21

1. Name of Contractor: _____
Address: _____

2. Telephone No. (_____) _____ Fax No.: (_____) _____

3. Washington State Dept. of Labor and Industries Worker's Compensation Account No.: _____

4. Washington State Dept. of Licensing Contractor's Registration No. _____
Expiration Date: _____

5. Washington State Uniform Business Identifier No. _____
(*Must have UBI number before the contract is awarded.*)

6. Number of years engaged in contracting business under above name: _____

7. At the time of bid submittal, did the contractor have a certificate of registration in compliance with Chapter 18.27 RCW? _____

8. Does the contractor have industrial insurance coverage for its employees working in Washington as required in Title 51 RCW? _____

9. Does the contractor have an employment security department number as required in Title 50 RCW? (provide number): _____

10. Does the contractor have a state excise tax registration number as required in Title 82 RCW? (provide number): _____

11. Has the contractor been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)? _____

12. Has the contractor received training on the requirements related to public works and prevailing wage under chapters 39.04 and 39.12 RCW, as required in RCW 39.04.350(1)(f)? _____

13. Within the three-year period immediately preceding the date of the bid solicitation, was the contractor (determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction) to have willfully violated, as defined in [RCW 49.48.082](#), any provision of chapter 49.46, 49.48, or 49.52 RCW?

14. Has the contractor violated the “Off-site Prefabricated Non-Standard Project Specific Items” reporting requirements more than one time as determined by the department of labor and industries? _____

15. Particular types of construction performed by your company: _____

16. Gross amount of contracts now on hand: \$ _____

17. List similar recent construction projects that your firm has done in the last 5 years (i.e., water and storm and sanitary sewer main construction, road reconstruction, excavations, extensive dewatering, etc.):

Amount	Type	Owner’s Name	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

18. What is the construction experience of the principal individuals to be assigned to this project?

Name	Title	Years of Construction Experience	Availability
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Pursuant to RCW 39.06.020, the contractor further agrees to verify responsibility criteria for each of its subcontractors and to require each of its subcontractors to both verify responsibility criteria for its subcontractors and include instant condition for verification requirement.

By: _____

(Authorized Signature)

Title: _____

Date: _____

NOTE: Any bidder having current outstanding litigation with the City will not be considered responsible and will be rejected by the City.

**CITY OF PORT ORCHARD
DECLARATION OF OPTION FOR PERFORMANCE AND PAYMENT
BOND OR ADDITIONAL RETAINAGE**

(APPLICABLE TO CONTRACTS OF \$150,000 OR LESS – RCW 39.08.010)

Note: This form must be submitted at the time the Contractor executes the Contract. The Contractor shall designate the option, where applicable, desired by checking the appropriate space.

1. The Contractor shall provide 5% retainage, pursuant to RCW 60.28.011(1)(a).
2. In addition, the Contractor elects to (select one):

_____ (1) Furnish a performance and payment bond in the amount of the total contract sum. An executed performance and payment bond on the required form is included with the executed contract documents.

_____ (2) Have the City retain, in lieu of the performance and payment bonds, ten percent (10%) of the total contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. RCW 39.08.010.

In choosing option 2, the Contractor agrees that if the Contractor, 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 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 the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall defend, indemnify, and save harmless the City of Port Orchard, Washington, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided in said option 2; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

Contractor Signature, Date _____
Bond No. _____

**BID SECURITY
CITY OF PORT ORCHARD
SIDNEY AVENUE SEWER REPAIR
CONTRACT NO. 036-21**

Bid Deposit:

The undersigned Principal hereby submits a Bid Deposit with the City of Port Orchard in the form of a cash deposit, certified or cashier's check, or postal money order in the amount of _____ Dollars (\$_____).

Bid Bond:

KNOW ALL MEN BY THESE PRESENTS: That we, _____, as Principal and _____, as Surety, are held firmly bound unto the City of Port Orchard, 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 conditions of this obligation are such that if the Obligee shall make any award to the Principal for _____, Port Orchard, Washington, according to the terms of the Proposal or Bid made by the Principal therefore, and 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 do so, 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

Signature of Authorized Official

Signature of Authorized Official

Printed Name and Title

By _____
Attorney-in-Fact (Attach Power of Attorney)

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

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specification.
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (FEBRUARY 12, 2021), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder’s Business Name

Signature of Authorized Officer/Representative*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation/LLC

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

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

**If a corporation or limited liability company, this certificate must be executed in the entity’s name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, this certificate must be executed by a partner.*

SUPPLEMENTAL CRITERIA INFORMATION FORM

As evidence that the Bidder meets the mandatory and supplemental responsibility criteria, the apparent two lowest Bidders must submit to the Owner by 12:00 p.m. (noon) of the second business day following the bid submittal deadline, this Supplemental Criteria Information Form verifying that the Bidder meets the Mandatory Criteria under RCW 39.04.350(1) and the Supplemental Bidder Criteria stated below. The two lowest Bidders shall also submit supporting documentation including but not limited to that detailed below (sufficient in the sole judgment of the Owner) demonstrating compliance with all mandatory and supplemental responsibility criteria. The Owner reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess Bidder responsibility. The Owner also reserves the right to obtain information from third parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Owner may (but is not required to) consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall include any documents or facts obtained by Owner (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Owner from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Owner which is believed to be relevant to the matter.

If the Owner determines the Bidder does not meet the bidder responsibility criteria and is therefore not a responsible Bidder, the Owner shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Owner's determination by presenting its appeal and any additional information to the Owner. The Owner will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Owner will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Owner's final determination.

Request to Change Supplemental Bidder Responsibility Criteria Prior to Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Owner to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Owner no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Owner in the Bid Documents.

For criteria with check boxes, the bidder will check either “Yes” or “No.” For each “Yes” answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.

Project Name:	
Part A. General Company Information	
Company Name:	
Address:	
Contact Phone:	Contact E-mail:
Years in business as a Prime Contractor:	Years in business as a subcontractor:
Years in business under Present Name:	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years.	
Explain reason for name change(s) in the past five (5) years)	
Part B. Delinquent State Taxes	
Is the bidder listed on the Washington State Department of Revenue’s “Delinquent Taxpayer List” website: http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx	
Yes <input type="checkbox"/> No <input type="checkbox"/>	
If “Yes” attach a copy of the written payment plan approved by the Department of Revenue.	
Part C. Federal Debarment	
The bidder shall not be listed as a current debarred or suspended bidder on the Federal “System For Award Management” website www.sam.gov.	
Part D. Subcontractor Responsibility	
Does the bidder’s standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established	

procedure which it uses to validate the responsibility of each of its subcontractors? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?

Yes No

If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.

Part E. Prevailing Wages

In the last five (5) years, has the bidder had prevailing wage complaints filed against it or received violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis-Bacon wage compliance?

Yes No

If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

Part F. Claims Against Retainage and Bonds

Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?

Yes No

If "Yes", attach a separate signed / dated statement for each project with claims which includes the following: 1) Owner and contact information for the owner; 2) a list of claims filed against the retainage and/or payment bond for the project; and 3) a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City may contact previous owners to validate the information provided by the Bidder. The City shall evaluate the information to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part G. Public Bidding Crime

Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?

Yes No

Part H. Termination for Cause/Termination for Default

Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?

Yes No

If “Yes”, attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.

Part I. Lawsuits

Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?

Yes No

If “Yes”, attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration.

Part J. Work Experience

List at least three construction projects on the attached Work Experience Form, each of which meet all of the following criteria:

- **Similar utility projects with road and sidewalk repairs successfully completed within the last seven (7) years**
- **Submit additional CIPP contractor experience in accordance with the Special Provisions**

Part K. Signature	
<i>I hereby certify, warrant and declare under penalty of perjury that the information included herein is correct and complete. Failure to disclose requested information or submitting false or misleading information may result in rejection of my bid, termination of my contract, and may impact my firm's ability to bid on future projects.</i>	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title

SUBCONTRACTOR LIST

Per RCW 39.30.060, the bidder is required to submit as part of the bid the names of the subcontractors with whom the bidder will subcontract for performance of the work of HVAC (heating, ventilation, and air conditioning), plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW, or to name itself for the work. The bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate.

The work to be performed is to be listed below the subcontractor(s) name. The requirement to name the bidder’s proposed HVAC, plumbing and electrical subcontractors applies only to proposed HVAC, plumbing, and electrical subcontractors who will contract directly with the bidder submitting the bid to the public entity.

Failure to list subcontractors who are proposed to perform the work of HVAC (heating, ventilation and air conditioning), plumbing, and electrical, or to name itself to perform such work, or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

CONTRACT DOCUMENTS

CONTRACT

CITY OF PORT ORCHARD SIDNEY AVENUE SEWER REPAIR CONTRACT NO. 036-21

THIS CONTRACT ("Contract") is made and entered into this ____ day of _____, 20__, by and between the City of Port Orchard, a municipality incorporated and existing under the laws of the State of Washington, hereinafter called the "City," and _____, hereinafter called the "Contractor."

WITNESSETH:

That the Contractor, in consideration of the covenants, agreements and payments to be performed and made by the City, hereby covenants and agrees to furnish all labor, tools, materials, equipment and supplies required for, and to execute, construct and finish in full compliance with the Contract Documents, the **SIDNEY AVENUE SEWER REPAIR**. The Contractor further agrees to perform all such work for the Contract Price stated in the Contractor's Bid Proposal dated _____, attached hereto and incorporated herein by this reference as if set forth in full.

The Contract Documents, duly identified, together with the Instructions to Bidders, a confirmed copy of the Proposal made by the Contractor on _____, and the 20__ WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, as modified by Amendments and Special Provisions, are hereby made a part of this Contract and are mutually cooperative therewith. Time is of the essence of this Contract. It is agreed that the work covered by this Contract shall start within 14 calendar days after Notice to Proceed is issued and that all construction shall be complete within **50 working days** after the Notice to Proceed Date.

Contract Price. The Contractor shall complete all Work for the price of _____ (\$____) plus applicable sales tax.

It is further agreed that the City will suffer damage and be put to additional expense in the event that the Contractor shall not have the specified portions of the work completed in all its parts in the time specified, and as it may be difficult to accurately compute the amount of such damage, the Contractor expressly covenants and agrees to pay to the City liquidated damages, the sum as calculated by the equation shown in Section 1-08.9 of the WSDOT Standard Specifications, for each and every working day said work is not complete beyond the time shown in the Proposal.

The City of Port Orchard, 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, must affirmatively insure that its contracts comply with these regulations.

Also, in accordance with Title VI, the City is required to include the following clauses in every contract subject to Title VI and its related regulations.

Therefore, during the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** The Contractor will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
3. **Defective or Unauthorized Work.** The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without the City's written approval. If the Contractor refuses or is unable, for any reason (including but not limited to termination for cause), to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City including engineering and other professional services, in excess of the contract price under this Agreement. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.
4. **Final Payment; Waiver of Claim.** THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.
5. **Termination.** This City may terminate this Agreement for default upon the occurrence of any one or more of the following events:
 - 5.1. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the work.
 - 5.2. The Contractor's failure to complete the work within the time specified in this Agreement.
 - 5.3. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.
 - 5.4. The Contractor's failure to comply with any federal, state, or local laws, regulations, rules, or ordinances.
 - 5.5. The Contractor's filing for bankruptcy or being adjudged bankrupt.

If the City terminates this Agreement for good cause, the Contractor shall not receive any further monies due under this Agreement until the Contract work is completed.

6. **Independent Contractor.** The Contractor is and shall be at all times during the term of this Agreement an independent contractor.

7. **Indemnification.**

7.1. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor, its officers, officials, employees and agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

7.2. 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, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence.

7.3. 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.

7.4. The provisions of this section shall survive the expiration or termination of this Agreement.

8. **Insurance.**

8.1. The Contractor shall procure and maintain for the duration of this Agreement, the following insurance against claims for injuries to persons or damage to property arising out of or in connection with the performance of work under this Agreement by the Contractor, its officers, employees and agents:

8.1.1. Automobile Liability Insurance with limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

8.1.2. Commercial General Liability Insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

8.2. Before commencing work under this Agreement, the Contractor shall provide to the City a Certificate of Insurance evidencing the required insurance. City reserves the right to request and receive a certified copy of all required insurance policies.

8.3. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor. The City shall be named as an additional insured on the Commercial General Liability Insurance Policy, with regard to work and services performed by or on behalf of Contractor, and a copy of the endorsement naming City as an additional insured shall be attached to the Certificate of Insurance.

8.4. The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to City; and (3) shall state that City will be given 30 days' prior written notice of any cancellation, suspension or material change in coverage.

9. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
10. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
11. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the Non-discrimination provisions of this Contract, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 11.1. withholding payments to the Contractor under the Contract until the Contractor complies; and/or
 - 11.2. cancelling, terminating, or suspending the Contract, in whole or in part.
12. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
13. **Subletting or Assigning Contract.** The Contractor shall not assign, transfer, or encumber any rights, duties or interest accruing from this Agreement without the express prior written consent of the City.
14. **Extent of Agreement Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.
15. **Work Performed at Contractor's Risk.** The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work under this Agreement. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

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

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

Contractor understands that her/his bid response documents, and any contract documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose such documents upon a request. Contractor acknowledges that s/he has been advised to mark any records believed to be trade secrets or confidential in nature as “confidential.” If records marked as “confidential” are found to be responsive to the request for records, the City as a courtesy to the Contractor, may elect to give notice to Contractor of the request so as to allow Contractor to seek a protective order from a Court. Contractor acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City. With this Contract, Contractor is furnishing a Corporate Surety Bond in the amount of

_____ Dollars (\$_____) with _____ as Surety, to insure full compliance, execution and performance of this Contract by the Contractor in accordance with all its terms and provisions.

In the event of litigation, venue shall be within Kitsap County, Washington.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed.

CITY OF PORT ORCHARD

By: _____
Robert Putaansuu, Mayor

CONTRACTOR

By: _____

Title: _____

Address: _____

ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte Archer, City Attorney

PERFORMANCE AND PAYMENT BOND

CITY OF PORT ORCHARD

PROJECT

PW PROJECT NO. _____

Bond to City of Port Orchard, Washington

Bond No. _____

We, _____, and _____
(Principal) (Surety)

a _____ Corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Port Orchard, Washington ("Owner"), in the penal sum of _____ Dollars (\$_____), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Performance Bond is provided to secure the performance of Principal in connection with a contract dated _____, 20____, between Principal and Owner for a project entitled _____ ("Project") – Public Works Project No. _____

("Contract"). The initial penal sum shall equal 100 percent of the Total Bid Price, including all applicable state sales tax, as specified in the Proposal submitted by Principal.

NOW, THEREFORE, this Performance and Payment Bond shall be satisfied and released only upon the condition that Principal:

Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;

Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material persons, and all other persons or agents who supply labor, equipment, or materials to the Project;

Pays the taxes, increases and penalties incurred on the Project under Titles 50, 51 and 82 RCW on: (A) Projects referred to in RCW 60.28.011(1)(b); and/or (B) Projects for which the bond is conditioned on the payment of such taxes, increases and penalties.

The surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect loss resulting from the failure:

Of the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract, or

Of the Principal (or any subcontractor or lower tier subcontractor of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work.

The liability of Surety shall be limited to the penal sum of this Performance and Payment Bond.

No change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any way affect Surety's obligation on the Performance Bond. Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the Work, with the exception that Surety shall be notified if the Contract time is extended by more than twenty percent (20%).

If any modification or change increases the total amount to be paid under the Contract, Surety's obligation under this Performance and Payment Bond shall automatically increase in a like

amount. Any such increase shall not exceed twenty-five percent (25%) of the original amount of the Performance and Payment Bond without the prior written consent of Surety.

This Performance and Payment Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in Kitsap County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this _____ day of _____, 20 ____.

Principal

Signature of Authorized Official

Printed Name and Title

Surety

Signature of Authorized Official

By _____
Attorney in Fact (Attach Power of Attorney)

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

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

ACKNOWLEDGEMENT

Corporation, Partnership, or Individual

STATE OF _____)

)ss.

COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally

appeared _____, to me known to be the (check one of the following boxes):

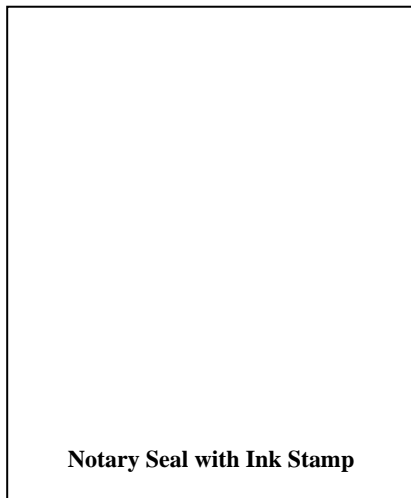
_____ of _____, the corporation,

_____ of _____, the partnership,

individual,

that executed the foregoing instrument to be the free and voluntary act and deed of said corporation, partnership, individual for the uses and purposes therein mentioned, and on oath stated that he she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Print or type name

NOTARY PUBLIC,
in and for the State of Washington

Residing at _____

My Commission expires: _____

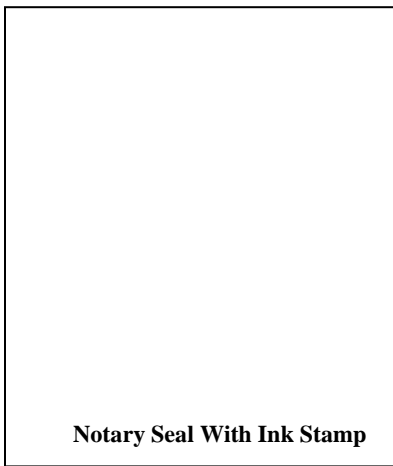
SURETY ACKNOWLEDGEMENT

STATE OF _____)
)ss.

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Print or type name

NOTARY PUBLIC,
in and for the State of Washington
Residing _____
My Commission expires: _____

CITY OF PORT ORCHARD
MAINTENANCE/WARRANTY BOND

Project #: _____
Surety Bond #: _____
Date Posted: _____
Expiration Date: _____

RE: Project Name: _____
Owner/Developer/Contractor: _____
Project Address: _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____ (hereinafter called the "Principal"), and _____, a corporation organized under the laws of the State of _____, and authorized to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of Port Orchard, Washington, in the sum of _____ dollars (\$_____) 20% of the total contract amount, lawful money of the United States of America, for the payment of which sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has constructed and installed certain improvements on public property in connection with a project as described above within the City of Port Orchard; and

WHEREAS, the Principal is required to post a bond for the twenty-four (24) months following written and final acceptance of the project in order to provide security for the obligation of the Principal to repair and/or replace said improvements against defects in workmanship, materials or installation during the twenty-four (24) months after written and final approval/acceptance of the same by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to the City. It is understood and agreed that this obligation shall continue in effect until released in writing by the City, but only after the Principal has performed and satisfied the following conditions:

- A. The work or improvements installed by the Principal and subject to the terms and conditions of this Bond are as follows: (insert complete description of work here)

- B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed, and leave the same in as good condition as it was before commencement of the work.

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four (24) months from the date of approval/acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.

F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder.

G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing

party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this bond shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this bond shall be in Kitsap County Superior Court.

H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this _____ day of _____, 20__.

**SURETY COMPANY
(Signature must be notarized)**

**DEVELOPER/OWNER
(Signature must be notarized)**

By: _____
Its _____

By: _____
Its _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CHECK FOR ATTACHED NOTARY SIGNATURE
____ Individual (Form P-1)
____ Corporation (Form P-2)
____ Surety Company (Form P-2)

FORM P-1 / NOTARY BLOCK
(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

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:

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

FORM P-2 / NOTARY BLOCK

(Use For Partnership or Corporation Only)

(Developer/Owner)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____

My Commission expires: _____

FORM P-2/NOTARY BLOCK

(Surety Company)

STATE OF WASHINGTON)
) ss.

COUNTY OF _____)

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

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

APPENDIX A

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).