

**CITY OF MEDINA
SMALL WORKS PROJECT
“PREVAILING WAGES SHALL BE PAID”
ENGINEER’S ESTIMATE: \$
INVITATION TO BID**

The **CITY OF MEDAIN** is releasing a Small Works Project. As a Contractor on the MRSC Small Works Roster under the Structures category, you are invited to submit a bid on this Project.

Project Title: Lake Lane Dock Repair

Scope of Work: This project consists of the removal, disposal, and in-kind replacement of fire damaged elements at the City’s Lakeland Dock. Work will also include securing the work site, pedestrian traffic control, and site cleanup.

Delivery of Proposal: City of Medina, 501 Evergreen Point Road, Medina, Washington 98039

Bid Submittal Date and Time: [Date and Time]

Bid Documents may be ***examined*** at the office of the City, or the office of the Project Engineer, Gray & Osborne, Inc. Bid Documents for this project are available free-of-charge at the following website: “<http://gobids.grayandosborne.com>”. Bidders are encouraged to “Register” in order to receive automatic email notification of future addenda and to be placed on the “Bidders List”. For assistance, please call (206) 284-0860. Contract questions shall be directed only to the office of the Project Engineer.

Bidders must be registered on the City’s MRSC Small Works Roster to be eligible to submit a bid for this Project.

Questions concerning the Contract Provisions will be taken by the Project Engineer at Gray & Osborne, Inc.’s Seattle office (206) 284-0860.

No oral responses to questions by City personnel about the project will be binding on the City.

The City expressly reserves the right to reject any or all bids and to waive minor irregularities or informalities, and to further make award of the project to the lowest responsive, responsible bidder as it best serves the interest of the City based on the sum of the Bid.

CITY OF MEDINA

KING COUNTY

WASHINGTON



SMALL WORKS ROSTER CONTRACT PROVISIONS

for

LAKE LANE DOCK REPAIR

G&O #26439
JUNE 2026



Gray & Osborne, Inc.
CONSULTING ENGINEERS

CITY OF MEDINA

KING COUNTY

WASHINGTON



SMALL WORKS ROSTER CONTRACT PROVISIONS

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CONSULTING ENGINEERS

SMALL WORKS CONTRACT DOCUMENTS

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CITY OF MEDINA

LAKE LANE DOCK REPAIR

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PART 1

LEGAL AND PROCEDURAL DOCUMENTS

LAKE LANE DOCK REPAIR PROPOSAL

TO: City of Medina
 501 Evergreen Point Road
 Medina, Washington 98039

1. The Bidder shall submit this Proposal form in its entirety. Failure to do so may render the bid non-responsive.
2. The undersigned bidder proposes and agrees, if this Proposal is accepted to enter into a Small Works Contract with the City. The Contract is included in the Contract Documents. The Bidder agrees to perform the work as stated in the Contract Documents. The Contract Documents include the Proposal, Contract, Specifications, and Plans.
3. The Bidder acknowledges that the quantities shown in the bid schedule are estimates that are stated only to facilitate the City's comparison of the bids and that the City does not warrant expressly or by implication that the actual quantities of work will correspond with these estimates. The Bidder acknowledges that payment will be made on the basis of the actual quantities of each item of work completed in accordance with the contract requirements.
4. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Invitation to Bid.
5. Bidder will enter into a Small Works Contract within the time and in the manner required in the Proposal and Contract. Bidder will furnish the Insurance Certificates, Performance, Payment and Guaranty Bond required by the Contract Documents.
6. Bidder has examined copies of all the Contract Documents.
7. Bidder has familiarized itself with the nature and extent of the Contract Documents, work, site, locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
8. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Proposal; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over City.
9. Bidder agrees not to withdraw the Proposal for a period of thirty (30) calendar days after the bid opening date unless otherwise required by law.

10. Bidder further agrees to complete the work required under the Contract within the Contract Time stipulated and to accept in full payment therefore the Contract Price based on the Total Bid Price(s) submitted herewith.
11. The undersigned agrees that the City reserves the right to reject any and all Proposals and to waive any minor irregularities and informalities in the Proposal. The undersigned agrees that the City reserves the right to award the contract to the lowest responsible, responsive bidder whose Proposal is in the best interest of the City.

**CITY OF MEDINA
LAKE LANE DOCK REPAIR
PROPOSAL FORM**

Note: Bid prices for all items, all extensions and total amount of Bid must be shown below. If a discrepancy exists between the price per unit and the extended amount of any Bid item, the price per unit will control.

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Dock Repair	1 LS	\$ _____	\$ _____
Subtotal:				\$ _____
Washington State Sales Tax (10.3%):				\$ _____
TOTAL CONSTRUCTION COST:				\$ _____

Note: A bid must be received on all items.

Subject to any extensions of the Contract time granted under the Contract, the undersigned agrees to complete the Work required under this Contract within 10 calendar days.

The undersigned has reviewed and fully understands the provisions in the Contract regarding liquidated damages and agrees that liquidated damages shall be \$500.00 per day for each and every calendar day beyond the Contract time allowed to complete the work.

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient

NOTE: Bidder shall acknowledge receipt of all addenda. Bidder is responsible for verifying the actual number of addenda issued prior to submitting a Proposal.

The undersigned is in, and will remain in, full compliance with all Washington State Department of Licensing requirements for contractors, including but not limited to requirements for bond, proof of insurance and annual registration fee. The undersigned's Washington State:

Dept. of Labor and Industries Workman's Compensation Account No. is _____;
Dept. of Licensing Contractor's Registration No. is _____;
Unified Business Identifier Number is _____;
Excise Tax Registration Number is _____; and
Employment Security Account Number is _____.

By signing the proposal, the undersigned declares, under penalty of perjury under the laws of the United States and the State of Washington, that the following statements are true and correct:

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Bid is submitted.
2. Certification of Compliance with Wage Payment Statutes: The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**INSERT DATE**), that 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.

_____ Sign Name	_____ Date
By: _____ Print Name, Title	_____ Location Executed (City, State)
_____ Print Company Name	

PROPOSAL DEPOSIT

A deposit of at least 5 percent of the total Proposal amount shall accompany each Proposal. This deposit may be in the form of a Proposal bond (surety bond), certified check, cashier's check, or postal money order made payable to the Owner. All Proposal bonds shall be on the form included within the Proposal and shall be signed by the Bidder and the surety. The surety shall: (1) be registered with the Washington State Commissioner, and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner. The Proposal bond shall not be conditioned in any way to modify the minimum 5 percent required. The Proposal Deposit will be held as a guaranty that the successful Bidder will, within 10 days from the date of notification of Award, enter into a Contract and furnish approved Performance and Public Works Payment Bonds, on forms attached, in amounts equal to 100 percent of the amount of the Contract, including state sales tax.

Amount of Proposal deposit: \$ _____ Check No. _____,

or Proposal bond in the amount of \$ _____

_____, issued through _____
Name of Bank/Bonding Company

located at _____
Mailing Address

Telephone Number of Bank/Bonding Company

THE PROPOSAL SHALL BE SUBMITTED IN A SEALED PACKAGE, ADDRESSED TO THE OWNER AND PLAINLY MARKED "PROPOSAL FOR LAKE LANE DOCK REPAIR." EMAILED OR FAXED PROPOSALS WILL NOT BE ACCEPTED.

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

_____ of _____ as principal, and the _____

_____ a corporation duly organized under the laws of the state of _____, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the **CITY OF MEDINA** in the full and penal sum of five percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting their sealed proposal for the following construction project, to wit:

LAKE LANE DOCK REPAIR

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said Contract and shall furnish bond as required by the **CITY OF MEDINA** within a period of 10 days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be

signed and sealed this _____ day of _____, _____.

(Principal)

(Surety)

(Attorney-in-fact)

SMALL WORKS CONTRACT

THIS AGREEMENT is made this _____ day of _____, 20____, between **CITY OF MEDINA**, a municipal corporation ("City"), and _____ ("Contractor").

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

1. Project. The Contractor shall do all work and furnish all permits, tools, materials, labor and equipment for the City's public works project known as Lake Lane Dock Repair ("Project") in accordance with and as described in the attached bid proposal, plans and specifications, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the Project provided under this contract and every part thereof.

2. Project Cost. The amount of the Project Contract is _____ (\$_____) plus applicable Washington State sales tax. The total Project Cost includes all costs associated with the Project work, including, but not limited to, labor, materials, overhead, administrative, permit, and regulatory costs, unless otherwise agreed in writing. The City shall pay sales tax to the Contractor for those portions of the Project that are subject to sales tax. The Contractor shall make sales tax and other tax payments to the State of Washington as provided by Statute.

3. City Agreement. The City employs the Contractor to provide the materials and to do and cause to perform the Project work described above and to complete and finish same according to the Contract Documents (proposal, contract plans, specifications) and the terms and conditions herein contained and contracts to pay the total Project Cost for such work, at the time and in the manner and upon the conditions provided for in this Agreement.

4. Contractor Agreement. The Contractor hereby agrees to fully perform the work for the total Project Cost according to the terms and conditions of this Agreement.

5. Contract Time/Liquidated Damages.

5.1 Contract Time. The Contract Time shall begin on the first working day following the 10th calendar day after the issuance of the written Notice to Proceed or the first day on which the Contractor begins to perform Work on the site, whichever occurs first. Time is of the essence for this Contract. All of the Work shall be completed within the time limits set forth in the Contract, and the Contractor's unexcused failure to do so shall result in the assessment of liquidated damages.

The Contractor shall complete all of the Work within the number of calendar days that are specified in the Bid Proposal.

5.2 Liquidated Damages. If the Project is not completed within the Contract Time, then, because of the difficulty in computing the actual damages to the City arising from any delay in completing this Agreement, the parties determine in advance and agree that the Contractor shall pay the City the amount of (\$500.00) per work day that the work remains incomplete after expiration of the specified time for completion as liquidated damages. The parties agree that such amount represents a reasonable forecast of the actual damages, which the City will suffer by failure of the Contractor to complete the work within the agreed time. The execution of this Agreement constitutes acknowledgment by the Contractor that Contractor has ascertained and agrees that the City will actually suffer damages of at least the amount herein fixed.

6. Contractor Responsibilities. The Contractor represents that Contractor is fully experienced and possesses all of the necessary expertise for performance of all work specified herein. The Contractor warrants to the City that any materials and equipment furnished under this Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the work will be free from defects, and that the work will conform with the requirements of the Contract Documents. The Contractor shall provide and bear the expense of all equipment, work and labor that may be required for the transfer of materials and for constructing and completing the work provided for in this Agreement, unless otherwise provided in the specifications for the Project, and shall guarantee said materials and work for a period of two years after completion of this contract.

7. Equitable Adjustments. Should the Contractor desire an equitable adjustment to the Project Cost, on the basis of a written change order or an oral order from the City, Contractor shall file a written notice of that fact with the City within 48 hours of the written or oral order. No later than seven days thereafter, Contractor shall file a written claim with the City stating the amount claimed supported by appropriate documentation. By not protesting or following procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work, and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations). In spite of any protest, the Contractor shall proceed to promptly complete work that the City has ordered. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR IN WRITING AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

8. Payment Terms.

8.1 The City shall pay the Contractor on a monthly basis for all work and services satisfactorily completed during the preceding month. A detailed application for payment shall be submitted by the Contractor to the City on or before the 5th day of each month, showing the progress of the work and requesting payment in an amount proportionate to the work completed. In cases of single payment, the City shall make

payment only after all appropriate releases are submitted. In cases of multiple payments, the City shall retain monies as required by RCW 60.28 and pay the retainage as provided therein. Payment to the Contractor shall be made within 30 days after approval of the application for payment.

8.2 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 is unable, for any reason, 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 legal costs and attorneys' fees, beyond the maximum 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. The provisions of this subsection 8.2 shall be in addition to any other remedies available under this Agreement.

9. Termination. The City shall have the right to terminate this Agreement for public convenience or good cause. "Good cause" shall include, without limitation, any one or more of the following events:

- a. The Contractor's refusal and failure to supply a sufficient number of properly skilled workers, superintendence, or proper materials or equipment for completion of the Work.
- b. The Contractor's failure to complete the Project Work within the time specified in this Agreement.
- c. The Contractor's failure to complete the Project Work in accordance with the Plans and Specifications.
- d. The Contractor's failure to make full and prompt payment to subcontractors for all materials or labor.
- e. The Contractor's failure to comply with any federal, state, or local laws, regulations, rules or ordinances.
- f. The Contractor's filing for bankruptcy or being adjudged bankrupt.

10. Dispute Resolution/Governing Law/Jurisdiction. If any dispute, controversy, or claim arises out of or relates to this Agreement, the Parties agree to try to settle the dispute by non-binding mediation with the assistance of a recognized professional mediator or mediation service. The Parties shall bear equally all expenses of the mediation. The Parties shall be required to submit any such disputes, controversies or claims to mediation as provided herein as a precondition to commencing any legal action relating to or arising out of this Agreement. This Agreement shall be construed in accordance with,

and shall be governed by, the laws of the State of Washington. The Parties agree that any legal action or proceeding arising out of or relating to this Agreement shall be filed in the Superior Court of King County, Washington.

11. Indemnification. The Contractor shall defend, indemnify, and save the City and its officers and employees harmless from any and all claim and risk and all losses, damages, demands, suits, judgments, and attorneys' fees or other costs, penalties, fees or expenses of any kind on account of injury to or death of any and all persons, on account of all property damage of any kind, or loss of use resulting therefrom, or on account of liability under any federal, state or local laws, ordinances or regulations (including, but not limited to, those laws set forth in Section 17 below) governing the disposal of waste or debris accumulated and/or generated during the course of performance of the work under this Agreement, that is in any manner connected with, the work performed under this Agreement, or caused in whole or in part by reason of the presence of the contractor, the subcontractors, or their property, employees, or agents, upon or in proximity to the property of the City during performance of the work or at any time before final acceptance, except only for those losses resulting from and to the extent of the negligence of the City with regard to activities within the Contractor's scope of work. The Contractor specifically waives any immunity granted under the State Industrial Insurance Law, RCW Title 51, which is specifically acknowledged by the Contractor. _____ (Contractor's Initials)

12. Performance, Payment and Guaranty Bond. The Contractor shall furnish performance, payment and guaranty bond for the faithful performance and payment of all its obligations under this Agreement. The bond shall be in penal sums at least equal to the contract price unless otherwise stated, in such form, and with such corporate sureties as are acceptable to the City. The bond shall remain in effect to guarantee the repair and replacement of defective equipment, materials, and workmanship, and payment of damages sustained by the City on account of such defects, discovered within 2 years after final acceptance by the City. This guaranty is supplemental and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Owner.

13. Insurance.

13.1 General Requirements.

1. The Contractor shall procure and maintain insurance described in all subsections in this Section, from insurers with a current A.M. Best rating not less than A – VII and licensed to do business in the state of Washington. The Owner reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

2. The Contractor shall keep this insurance in force during the term of the Contract and for 30 days after the Physical Completion Date, unless otherwise indicated.
3. All insurance coverage required by this section shall be written and provided by “occurrence-based” policy forms rather than by “claims made” forms.
4. The insurance policies shall contain a “cross liability” provision.
5. The Contractor’s and all subcontractors’ insurance coverage shall be primary and non-contributory insurance as respects the Owner’s insurance, self-insurance, or insurance pool coverage. Any insurance, self-insurance or self-insured pool coverage maintained by the Owner shall be excess of the Contractor’s insurance and shall not contribute with it.
6. The Contractor shall provide the Owner and all Additional Insured with written notice of any policy cancellation and the date of effective cancellation within 2 business days of receipt.
7. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Owner.
8. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of Contract, upon which the Owner may, after giving 5 business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due the Contractor from the Owner.
9. Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this Section. A “wrap up policy” is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.

10. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

13.2 Additional Insured. All insurance policies, with the exception of Workers Compensation, shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- The Owner and its officers, elected officials, employees, agents, and volunteers;
- Gray & Osborne, Inc.;

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 13.5 describes limits lower than those maintained by the Contractor.

13.3 Subcontractors. Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 13.5.1 and 13.5.2. Upon request of the Owner, the Contractor shall provide evidence of such insurance.

13.4 Verification of Coverage. The Contractor shall deliver to the Owner a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements shall conform to the following requirements:

1. An ACORD certificate or a form determined by the Owner to be equivalent. The certificate or an endorsement form shall indicate the Contractor's insurance is primary and non-contributory.
2. The Contractor shall obtain endorsement forms CG 2010 10 01, CG 2032 04 13 and CG 2037 04 13 or the equivalent of each, naming the Owner and all other entities listed in 13.2 as Additional Insured(s) and showing the policy number. If the Contractor is unsuccessful in securing these endorsements after exerting commercially reasonable efforts, the Contractor shall obtain other endorsements providing equivalent protection to the Additional Insured. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement. Commercially reasonable efforts shall be evidenced by a signed statement by the Contractor's insurance broker indicating that endorsement forms CG 2010 10 01, CG 2032 04 13 and

CG 2037 04 13 are not available and the endorsements submitted provide equivalent protection to the Additional Insured.

3. Any other amendatory endorsements to show the coverage required herein.
4. Upon request, the Contractor shall forward to the Owner a full and certified copy of the insurance policy(s). If Builders Risk Insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the Work.

13.5 Coverages and Limits. The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions shall be disclosed and are subject to approval by the Owner. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

1. Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least 3 years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$2,000,000	Each Occurrence
\$3,000,000	General Aggregate
\$3,000,000	Products & Completed Operations Aggregate
\$2,000,000	Personal & Advertising Injury, each offence
\$2,000,000	Stop Gap/Employers' Liability, each accident

2. Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if “pollutants” are to be transported. Such policy(ies) shall provide the following minimum limit:

\$1,000,000 combined single limit each accident

3. Workers’ Compensation

The Contractor shall comply with Workers’ Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

4. Excess or Umbrella Liability

The Contractor shall provide Excess or Umbrella Liability coverage at limits of \$2 million per occurrence and annual aggregate. This excess or umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage and employers liability.

This requirement may be satisfied instead through the Contractor’s primary Commercial General and Automobile Liability coverage, or any combination thereof.

14. Prevailing Wages. The Contractor shall pay prevailing wages as required and shall comply with RCW 39.12 and RCW 49.28. A statement of prevailing wages applicable to the Project is included in the specifications. Notice of intent to pay prevailing wages and prevailing wage rates for the project must be posted for the benefit of workers. The Contractor shall provide an “Affidavit of Industrial Insurance Compliance” for itself and each subcontractor upon acceptance of the Project by the City. Final payment will be made in accordance with the requirements of RCW 39.12.

15. Utility Location. The Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an “excavator” for the purposes of Chapter 19.122 RCW, as may be amended. The Contractor shall be responsible for compliance with Chapter 19.122 RCW including utilization of the “one call” system, before commencing any excavation activities.

16. Trench Safety Systems. All trenches shall be provided with adequate safety systems as required by RCW 49.17 and WAC 296-155-650 and 655. Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650-655.

17. Environmental Regulation. Contractor shall be solely and completely responsible for complying with all environmental statutes and regulations, including but not limited to: 42 USC 4321 et seq.; Executive Order 11514; 33 USC 1251 et seq.; and RCWs 43.21; 70.74; 70.94; 90.48; 90.58; and WAC 197-11. The Contractor shall be solely responsible for any damages, penalties, fines, fees, costs, expenses, and/or attorney's fees incurred as a result of non-compliance with Section 17.

18. Safety. The Contractor shall be solely and completely responsible for safety and safety conditions on the jobsite, including the safety of all persons and property during performance of the Work. Observation of the Work by the City's employees, agents and consultants is not intended to include review of the Contractor's work methods, equipment, bracing, scaffolding or trenching, or safety measures in, on or near the construction site. The Contractor shall provide a safe access for the City and its employees, agents, and consultants to adequately observe the quality of the Work and the Contractor's conformance with the project specifications. The Contractor shall be solely and completely responsible to perform all work and furnish all materials in strict compliance with all applicable state, city, county and federal laws, regulations, ordinances, orders and codes. The Contractor's attention is directed to the requirements of the Washington Industrial Safety and Health Act (WISHA), Chapter 49.17 RCW.

19. Hours of Work. Contractor shall conduct all Work between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday unless stated otherwise under the Project's permit conditions or this Contract. No Work on weekends shall be allowed unless City gives written approval prior to the weekend. Contractor shall give a minimum of 48 hours notice if Work on the weekend is necessary. Approved Work on the weekends shall be conducted between the hours of 7:00 a.m. and 6:00 p.m. Work hours may be further restricted due to permit conditions.

20. Specifications. Contractor shall furnish and install the materials and equipment and perform the work as specified on the Plans and in the Specifications and permits obtained for this Project.

21. Miscellaneous.

21.1 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.

21.2 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 Contract may be amended, modified or added to only by written instrument properly signed by both parties.

21.3 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.

21.4 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.

21.5 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.

CITY OF MEDINA

CONTRACTOR

501 Evergreen Point Road
Medina, Washington 98039

21.6 Discrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

21.7 Compliance with Laws. The Contractor shall comply with all federal, state and local laws, ordinances, regulations, and rules applicable to the work to be done under this Agreement.

21.8 Severability. If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

21.9 Venue and Attorneys' Fees. This Agreement shall be interpreted under and pursuant to the laws of the State of Washington. Venue for any action brought to enforce any of the provisions of this Agreement shall be in King County Superior Court, and the substantially prevailing party shall be entitled to recover its reasonable costs, expenses and attorneys' fees incurred in the action.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____,
20____.

OWNER:

CONTRACTOR:

CITY OF MEDINA

By _____

By _____

(Print or type name)

(Print or type name)

Its _____
(Title)

Its _____
(Title)

Address _____

Telephone _____

a _____ corporation
_____ partnership
_____ joint venture
_____ sole proprietorship
State of Washington General Contractor's
License No. _____.

Bond No. _____

PERFORMANCE, PAYMENT AND GUARANTY BOND

_____, as Principal, and _____
_____, as Surety, a corporation duly
licensed and authorized to do business in the State of Washington, are held and firmly
bound unto the **CITY OF MEDINA**, hereinafter called "City," in the sum of
(\$ _____), for payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Principal agreed with City to perform the work as specified or
indicated by the Lake Lane Dock Repair caused by the Contractors operation, and restore
such areas to conditions existing prior to construction.

NOW, THEREFORE, if Principal shall perform all of this work; and

If Principal shall pay for all materials, equipment, or other supplies, or for rental of
same used in connection with the performance of work to be done, and for all amounts due
under applicable State law for any work or labor thereon; and

If Principal shall pay the sales, use and any other applicable taxes of the State of
Washington or any political subdivision of said State relating to the work performed, and
pay amounts due the State pursuant to Titles 50 and 51 of the Revised Code of Washington;
and

If Principal shall indemnify and hold the City harmless from any defects in the
workmanship of materials incorporated into the work for a period of 2 years after the final
acceptance of the work;

Then, the obligation of Principal and Surety under this Bond shall be void, but
otherwise it shall remain in full force and effect.

This Bond shall inure to the benefit of any person, companies or corporations
entitled to file claims under applicable State law.

Any alterations in the work to be done or the materials to be furnished, or changes
in the time of completion, shall not in any way release Principal or Surety thereunder, nor
shall any extensions of time granted release either Principal or Surety, and notice of such
alterations or extension is hereby waived by Surety.

IT IS FURTHER AGREED that nothing of any kind or nature that will not discharge the Principal shall operate as a discharge or release of the Surety, regardless of law, rule or equity or usage relating to the liability of sureties to the contrary notwithstanding.

Surety certifies that it is an authorized surety bond issuer, properly authorized to transact surety business in Washington. Surety agrees to be bound by the laws of the State of Washington and subject itself to the jurisdiction of the courts of the State of Washington.

A notarized original of the Surety's Power of Attorney authorizing the undersigned representative of the Surety to execute this Bond is attached.

SIGNED AND SEALED, this _____, day of _____, 20____.

(Principal)

(Surety)

By: _____
(Print Name)

(Print Name)

Signature

Signature

Title

Title

Address: _____

Telephone: _____

PART 2

SPECIFICATIONS

1 **SITE SECURITY AND TRAFFIC CONTROL**

2
3 The Contractor shall be responsible for securing the work site to prevent
4 unwanted entry into the work area to avoid injury, theft, vandalism, etc. The
5 Contractor shall provide temporary signage and fencing to detour pedestrians
6 around the work area. All plans for securing the site and detouring traffic shall be
7 reviewed and approved by the City prior to implementation.
8

9 All costs associated with Site Security and Traffic Control as indicated on the
10 Plans and specified herein shall be considered as incidental to the lump sum
11 price bid for "Dock Repair."
12

13 **SITE CLEANUP**

14
15 The Contractor shall keep the work site, parking lots, and adjacent areas clean
16 and tidy throughout the project duration. Trash and debris shall be removed
17 daily. Waste materials shall be loaded and hauled to a waste site secured by the
18 Contractor and shall be disposed of in such a manner as to meet all
19 requirements of state, county and municipal regulations regarding health, safety
20 and public welfare.
21

22 All costs associated with site cleanup as indicated on the Plans and specified
23 herein shall be considered as incidental to the lump sum price bid for "Dock
24 Repair."
25

26 **EQUIPMENT AND MATERIALS STORAGE**

27
28 The project site has limited space for parking, staging, and storage of materials
29 and equipment. The Contractor may use the area at the end of Lake Lane for
30 worker vehicle parking and loading and unloading of equipment and materials,
31 but shall not be allowed to store equipment or materials in the parking or lawn
32 areas. The Contractor shall not obstruct nearby residential access with vehicles,
33 equipment, or materials.
34

35 All costs associated with the completion of Equipment and Materials Storage as
36 indicated on the Plans and specified herein shall be considered as incidental to
37 the lump sum price bid for "Dock Repair."
38

39 **REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

40
41 The removal of any existing improvements shall be conducted in such a manner
42 as not to damage utilities and any portion of the infrastructure that is to remain in
43 place. Any deviation in this matter will obligate the Contractor at his own
44 expense, to repair, replace or otherwise make proper restoration to the
45 satisfaction of the Contracting Agency.

SPECIAL PROVISIONS - Continued

1
2 Waste materials shall be loaded and hauled to a waste site secured by the
3 Contractor and shall be disposed of in such a manner as to meet all
4 requirements of state, county and municipal regulations regarding health, safety
5 and public welfare.

6
7 All costs associated with the completion of removal of structures and obstructions
8 as indicated on the Plans and specified herein shall be considered as incidental
9 to the lump sum price bid for "Dock Repair."

EROSION CONTROL AND WATER POLLUTION CONTROL

10
11
12
13 This work consists of the planning, preparation, installation, maintenance, and
14 removal of water pollution and erosion control items.

15
16 The Contractor shall take all necessary precautions and utilize the King County
17 Surface Water Design Manual Best Management Practices to prevent sediment
18 and fugitive dust from construction activities from entering into storm water
19 systems, natural waterways, or environmentally sensitive areas and from
20 otherwise being carried away from the construction area by stormwater or air.

21
22 Temporary erosion protection shall be furnished, installed, and maintained for the
23 duration of this Project to protect environmentally sensitive areas, sloped
24 surfaces, adjacent areas and/or water bodies or conveyance systems.
25 Temporary erosion protection may include the use of straw, jute matting, wattles,
26 heavy plastic sheeting, or other forms of ground cover on areas disturbed by
27 construction. Sloped surfaces shall be restored and protected in such a manner
28 that surface runoff does not erode the embankments, slopes, or ground surfaces,
29 nor create surface channels, or ruts.

30
31 All costs associated with the planning, preparation, installation, maintenance, and
32 removal of water pollution and erosion control items as indicated on the Plans
33 and specified herein shall be considered as incidental to the lump sum price bid
34 for "Dock Repair."

PART 3

PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACT

PART 4

PLANS