

City of Port Townsend

Water Supply Metering Improvements

Bid Forms

1. Invitation to Bid
2. Instructions to Bidders
3. Bid Document Coversheet
4. Exhibit A – Bid Proposal
5. Exhibit B – Non-Collusion Declaration
6. Exhibit C – Proposal Bond Form
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INVITATION TO BID
FOR THE
CITY OF PORT TOWNSEND
WATER SUPPLY METERING IMPROVEMENTS

Project Description: The project is to install two new flow meters in the Port Townsend Olympic Gravity Water System transmission pipeline. Work will entail removing sections of 14” and 20” transmission pipeline; setting two manholes; installation of 14” and 20” flow meters, valves and associated waterline fittings; construction of thrust blocking; and connection of electrical and electronic instrumentation. Items to be provided by the City are noted in the plans.

Schedule: Installation must be accomplished during the Port Townsend Paper Corporation scheduled maintenance period during the second week of October 2023 within a maximum of a 48-hour water shut-off. The 48 hours includes approximately six hours to drain the transmission line and two additional hours to flush the line after work is complete. The work must be substantially completed by October 27, 2023.

Bid Date: Sealed bids will be received by the City of Port Townsend on the first floor located at 250 Madison Street, Suite 1, Port Townsend, WA 98368, until 2:00 PM local time, on **July 28, 2023**. Proposals received after the time fixed for opening will not be considered. The City of Port Townsend reserves the right to reject any or all bids and to waive irregularities in the bid or in the bid opening.

Bid Documents. Plans, specifications, and addenda for this project will be available on-line at <https://cityofpt.us/rfps> on Friday, July 7, 2023.

Technical Questions: Technical Questions should be directed to Tyler Johnson, Project Manager, at tjohnson@cityofpt.us

INSTRUCTIONS AND INFORMATION FOR BIDDERS

BID DEPOSIT

All Bid proposals shall be accompanied by a Bid Proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such Bid Proposal. Should the successful Bidder fail to enter into such contract and furnish satisfactory bonds to perform the Work within the time stated in the Specifications, the Bid Proposal deposit shall be forfeited to the City of Port Townsend. **Exhibit C** will be duly executed and accompany the Bid Proposal Form.

NON-COLLUSION DECLARATION

By signing the Proposal, the Bidder will be deemed to have signed and agreed to the requirements of the Non-Collusion Declaration. The Non-Collusion Declaration can be reviewed under **Exhibit B**.

DELIVERY OF PROPOSAL

Sealed Bids will be received by the City of Port Townsend, on the first floor City of Port Townsend, 250 Madison St., Suite 1, Port Townsend, WA 98368 until 2:00pm on **July 28, 2023**.

Each proposal shall be in a sealed envelope with the outside clearly marked with the Bid opening date and time, the project name as it appears in this advertisement, and the name and address of the Bidder. Bids shall be addressed to the City of Port Townsend, 250 Madison Street, Suite 1, Port Townsend, WA 98368.

Any Bid received after the time and date specified shall not be considered. The City of Port Townsend may consider non-responsive any Bid not prepared and submitted with provisions hereof. **Faxed Bids will not be accepted.**

Each Bid must be accompanied by the following completed forms executed as required.

- **Exhibit A** – Bid Proposal
- **Exhibit B** - Non-Collusion Declaration
- **Exhibit C** – Proposal Bond Form

WITHDRAWAL OR REVISIONS OF PROPOSAL

After submitting a Bid Proposal to the City of Port Townsend, the Bidder may withdraw or revise it if:

1. The Bidder submits a written request signed by an authorized person, and
2. The City of Port Townsend receives the request before the time set for receipt of Proposals.

The original Bid Proposal may be supplemented, or revised and resubmitted as the official Bid Proposal if the City of Port Townsend receives it before the time set for receipt of Proposals. No bid or proposal may be withdrawn after the time set for the bid opening or before award of contract, unless said award is delayed for a period exceeding 60 days.

QUALIFICATIONS OF BIDDERS

The City of Port Townsend may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City of Port Townsend

all such information and data for this purpose as the City of Port Townsend may request. The City of Port Townsend reserves the right to reject any Bid if the evidence is submitted by or an investigation of such Bidder fails to satisfy the City of Port Townsend that such Bidder is properly qualified to carry out obligations of the contract and to complete the work contemplated therein.

IRREGULAR PROPOSALS

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified;
 - b. The authorized Proposal Form furnished by the City of Port Townsend is not used or is altered;
 - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
 - e. The Proposal form is not properly executed;
 - f. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.

2. A Proposal may be considered irregular and may be rejected if:
 - a. Receipts of Addenda is not acknowledged;
 - b. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - c. If Proposal form entries are not made in ink.

DISQUALIFICATION OF BIDDERS

A Bidder may be deemed not responsible, and the Proposal rejected if:

1. More than one Proposal is submitted for the same project from a Bidder under the same or different names;
2. Evidence of collusion exists with any other Bidder. Participants in collusion will be restricted from submitting further Bids;
3. A Bidder is not prequalified for the Work or to the full extent of the Bid;
4. An unsatisfactory performance record exists based on past or current City of Port Townsend (or otherwise) Work;
5. There is uncompleted work (City of Port Townsend or otherwise) which might hinder or prevent the prompt completion of the Work Bid upon;
6. The Bidder failed to settle bills of labor or materials on past or current Contracts;
7. The Bidder has failed to complete written public contract or has been convicted of a crime arising from a previous public contract;
8. The Bidder is unable, financially or otherwise, to perform the Work;
9. A Bidder is not authorized to do business in the state of Washington; or
10. There are any other reasons deemed proper by the City of Port Townsend.

REGISTRATION REQUIREMENTS FOR CONTRACTORS

All Bidders, including General Contractors, shall be registered as Contractors by the State Department of Licenses in conformance with the requirements of applicable parts of Chapter 18, RCW, (an act providing for the registration of Contractors), and shall have a current City of Port Townsend Business License before signing the project contract.

PRE-AWARD INFORMATION

The City of Port Townsend will require that the apparent lowest responsible Bidder provide a breakdown cost of the lump sum bid.

BASIS OF AWARD

The City of Port Townsend will select and award the Contract to the lowest responsive, responsible Bidder whose proposal, submitting the base Bid, as determined most advantageous to the City of Port Townsend.

If at the time this contract is to be awarded, the lowest acceptable Bid exceeds the funds then estimated by the City of Port Townsend as available, the City of Port Townsend may reject all Bids or take such other action as best serves the City of Port Townsend's interest.

If the Bid Proposal form includes alternatives, the City of Port Townsend may accept all, part, or none of the listed alternative Bids. Apparent low Bidder selection may be based on the total of the base Bid plus those alternative Bids the City of Port Townsend chooses to accept (at the sole discretion of the City of Port Townsend.)

AWARD OF CONTRACT

Contract award or Bid rejection will occur within 15 calendar days after Bid opening. If the lowest responsible Bidder and the City of Port Townsend agree, this deadline may be extended. If they cannot agree on an extension by the 15-calendar day deadline, the City of Port Townsend reserves the right to Award the Contract to the next lowest responsible Bidder or reject all Bids. The City of Port Townsend will notify the successful Bidder of the Contract Award in writing.

CONTRACT

The City of Port Townsend Public Works Contract form is included in the Bid package marked as **Exhibit D**, which shall be used and required of the Bidder to be executed for the Contract. The party to whom the Contract is awarded will be required to execute the Contract, provide insurance (**Exhibit E**), and to obtain a Contract Bond or (**Exhibit F.1 & F.2**) or within 10 calendar days from the date when Notice of Award is delivered to the Bidder.

10% Retainage in Lieu of a Performance Bond and Payment Bond for bids of \$150,000 or less. Pursuant to RCW 39.08.010, in lieu of the bonds required under section 5 and at the option of the Contractor, the City may retain ten (10%) percent of the Contract amount for a period of thirty (30) days after the date of final acceptance or until receipt of all necessary releases from the Department of Labor and Industries, the Department of Revenue, and the Employment Security Department and settlement of any liens filed under chapter 60.28 RCW, whichever is later. If choosing this option, the Contractor shall complete and submit to the City a Declaration of 10% Retainage Option in Lieu of Performance Bond and Payment Bond form (**Exhibit F.3**).

EXECUTION OF CONTRACT

Within 7 calendar days after the award date, the successful Bidder shall return the signed Contract, and required insurance certification and Contract Bond as required by the Contract documents. Before execution of the contract by the City of Port Townsend, the successful Bidder shall provide any pre-Award information the City of Port Townsend may require. Until the City of

Port Townsend executes a Contract, no Proposal shall bind the City of Port Townsend nor shall any Work begin within the project limits or within City of Port Townsend-furnished sites. The Contractor shall bear all risks for any Work begun outside such areas and for any materials ordered before the Contract is executed by the City of Port Townsend.

CONTRACT BONDS

Contract Bonds form attached as **Exhibit F.1**, in the amount of 100% of the contract price, with a corporate surety approved by the City of Port Townsend, will be required for the faithful performance of the contract.

RETAINAGE

The City of Port Townsend will rely upon the Contract Bonds for the protection and payment of:

1. The claims of any person or persons arising under the contract to the extent such claims are provided for in RCW 39.08.010; and
2. The state with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due. The contract bond must remain in full force and effect until, at a minimum, all claims filed in compliance with chapter 39.08 RCW are resolved.

INSURANCE REQUIREMENTS

All Bidders will be required, if they are awarded the contract, to provide evidence of insurance in accordance with the requirements set forth in **Exhibit E**.

RETURN OF BID DEPOSIT

When Proposals have been examined and corrected as necessary, proposal bonds and deposits accompanying Proposals ineligible for further consideration will be returned. All other proposal bonds and deposits will be held until the Contract has been properly executed. When the Contract has been executed, all remaining deposits or bonds, except those subject to forfeiture, will be returned.

WAIVER OR REJECTION

The City of Port Townsend may waive any informality or minor defect or reject any and all Bids at any time.

BIDDER FAMILIARITY WITH REQUIREMENTS

Bidders must satisfy themselves of the accuracy of estimated quantities, specifications and contract requirements, by personal examination of any plans, specifications, all Bid and contract documents, the site or sites or location of the proposed work, and by any other examination or investigation which they may desire to make as to the nature of the contract requirements or any difficulties to be encountered. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid, and the Bidder shall not assert that there was a misunderstanding concerning the work or of the nature of the work to be done, or of the requirements of the contract.

NOTICE TO PROCEED

A *Notice to Proceed* shall be issued on or prior to **August 11, 2023**. Should there be reasons why the Notice to Proceed cannot be issued within such period, time may be extended by mutual agreement between the City of Port Townsend and the Contractor. If the *Notice to Proceed* has not been issued

by **August 11, 2023**, or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of each party.

SUBSTANTIAL COMPLETION

The contract shall be completed within 90 working days. Liquidated damages will be assessed per Technical Specifications Section 15.11.11.

PROGRESS ESTIMATES AND PAYMENTS

Engineer-issued progress estimates or payments for any part of the Work shall not be used as evidence of performance or quantities. Progress estimates serve only as basis for partial payments. The Engineer may revise progress estimates any time before final acceptance. If the Engineer deems it proper to do so, changes may be made in progress estimates and in the final estimate. The Contractor shall provide the City of Port Townsend with an invoice based in the amount stated in the progress estimate.

LIQUIDATED DAMAGES

Because this project requires interrupting the City water supply, actual damages are difficult to calculate. Liquidated Damages will accrue for a water service interruption lasting longer than 48 hours. The accrual rate per hour is listed in the table below.

Liquidated Damages		
Hours	Rate	Total
1	\$10,000	\$10,000
2	\$12,000	\$22,000
3	\$14,000	\$36,000
4	\$16,000	\$52,000
5	\$18,000	\$70,000
6	\$20,000	\$90,000
7	\$22,000	\$112,000
8	\$24,000	\$136,000
9	\$26,000	\$162,000
10	\$28,000	\$190,000
11	\$30,000	\$220,000
12	\$32,000	\$252,000

SALES TAX/USE TAX

Retail sales/use tax to be collected from the City of Port Townsend on the Contract amount shall be stated separately in the spaces provided, as applicable, and shall not be included in the unit or lump sum prices stated in the Proposal. The amount of retail sales tax stated will not be considered as a competitive bid item and will be considered to be an estimate only.

All other federal, state, and local sales, use, or other taxes as required by federal, state, or local laws shall be included in the unit prices, lump sum price, or other prices stated in the Proposal.

COMPLIANCE WITH LABOR STANDARDS AND RATE OF WAGE REQUIREMENTS

The Work under this Contract is to be paid for by public funds; therefore, the Contractor shall comply with the Washington State prevailing wage laws (RCW 39.04, RCW 39.12, RCW 43.19, and RCW 49.38). Copies of Pamphlet No. F700-032-000 (1-89) explaining the prevailing wage law is available from the following:

Department of Labor and Industries
ESAC Division
P.O. Box 44540
Olympia, WA 98504-4540
(360) 902-5335

The City of Port Townsend does not guarantee that labor can be procured for the minimum wages shown on the referenced schedules. The rates of wages listed are minimum only, below which the Contractor cannot pay, and they do not constitute a representation that labor can be procured for the minimum listed.

CORRECTIONS, INTERPRETATIONS AND ADDENDA

Any omissions, discrepancies, or need for interpretation should be brought in writing to the attention of the following:

Tyler Johnson
City of Port Townsend Public Works
250 Madison Street, Suite 2R
Port Townsend, WA 98368
tjohnson@cityofpt.us

Written addenda to clarify questions, which should arise, will then be issued if appropriate. All interpretation or explanation of the bid contract documents shall be in the form of an addendum, and no oral statements by the City of Port Townsend or any other officer, employee or other agent or representative of the City of Port Townsend shall in any way modify the contract or bid documents, whether made before or after letting the contract.

END OF TEXT

BID DOCUMENT COVER SHEET

Project Name: Water Supply Metering Improvements

Description of Project:

The project is to install two new flow meters in the Port Townsend Olympic Gravity Water System transmission pipeline. Work will entail removing sections of 14" and 20" transmission pipeline; setting two manholes; installation of 14" and 20" flow meters, valves, and associated waterline fittings; construction of thrust blocking; and connection of electrical and electronic instrumentation.

Installation must be accomplished during the Port Townsend Paper Corporation scheduled maintenance period during the second week of October 2023. The planned water shutdown will begin October 11, 2023, with a maximum of a 48-hour water shut-off window. Installation work must be substantially completed by October 27, 2023. The City has procured a large portion of the materials for the project to facilitate construction/ installation during a short allowable shut down window for the City's main supply pipeline.

Bid Deadline:

Date: **Friday, July 28, 2023**

Time: **2:00 PM**

Place: **City of Port Townsend
First Floor, Front Counter
250 Madison Street, Suite 1
Port Townsend, WA 98368**

Proposal Submitted By (Contractor Name – Please print)

(Contractor Representative – Please print name plus signature)

Address:

Phone:

EXHIBIT A

BID PROPOSAL

Proposal of _____
(hereinafter called "Bidder"), organized and existing under the laws of the State of _____,
doing business as _____.

To the City of Port Townsend ("City"):

In compliance with your Invitation for Bids, Bidder hereby proposes to perform all work for the following project or contract: **Water Supply Metering Improvements** in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the *Notice to Proceed*.

Bidder acknowledges that if the Bid Proposal is made without a requirement for a Bid Deposit, and Bidder is awarded the Contract but fails to execute the Contract, then Bidder shall be disqualified from submitting further Bid Proposals to the City for a period of two years from Notice of Award.

Bidder agrees to perform all work as described in the Contract Documents and as shown on the drawings for the **Water Supply Metering Improvements** for the lump sum of:

_____ for the Base Bid.

	Total Base Bid Amount	Estimated Sales Tax (9.1%)	Grand Total Bid
Base Bid			

EXHIBIT A

Receipt is hereby acknowledged of Addendum(s) No(s): _____

[NOTE: write "none" if there were no addendums.]

1. If the Bidder is a sole proprietorship, so state and give the name under which business is transacted.
2. If the Bidder is a co-partnership, so state, giving firm name under which business is transacted.
3. If the Bidder is a corporation, this Proposal must be executed by its duly authorized officials.

Bidder's Firm Name

Date

By: _____
Authorized Signature (required)

Bidder's address and _____
Telephone/Fax numbers for _____
Official communications: _____

STATE CERTIFICATE OF REGISTRATION NO. _____

STATE UNIFIED BUSINESS IDENTIFIER NO. _____

END OF TEXT

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

NON-COLLUSION DECLARATION

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

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

EXHIBIT C

PROPOSAL BOND FORM

Herewith find deposit in the form of a cashier's check, postal money order or bid bond in the amount of \$ _____ which amount is not less than five (5%) percent of the total bid for the Project/Schedule known as:

Water Supply Metering Improvements

SIGN HERE _____



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 PORT TOWNSEND in the full and penal sum of five (5) 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 out 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 his or its sealed proposal for the following construction project, to wit:

Water Supply Metering Improvements

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 Port Townsend within a period of twenty (20) 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 effect.

IN TESTIMONY WHEREOF, The principal and surety have caused there presents to be signed and sealed this _____ day of _____, 2023.

(Principal)

(Surety)

(Attorney-in-fact)

EXHIBIT D

CITY OF PORT TOWNSEND PUBLIC WORKS CONTRACT

THIS AGREEMENT made and entered into this ___ day of _____, **2023**, by and between the **City of Port Townsend** (“Owner” or “City”), and _____ (“Contractor”):

WHEREAS, pursuant to the invitation of the Owner for bids, the Contractor did, in accordance therewith, file with the Owner a proposal containing an offer which was invited by said notice, and

WHEREAS, the Owner has heretofore determined that said offer was the lowest responsive and responsible bid submitted;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto covenant and agree as follows:

- 1. Contract Scope of Work; Contract Documents.** The Contractor shall in a workmanlike manner do all work and furnish all tools, materials, and equipment for the

Water Supply Metering Improvements

in accordance with and as described in the following Contract Documents (incorporated by reference in this Contract):

1. Public Works Contract, including Exhibit E (Insurance & Indemnity Requirements for Construction Projects);
2. Addenda;
3. Technical Specifications;
4. Contract Plans; and
5. Instructions and Information For Bidders

In the event of a conflict or discrepancy among or in the Contract Documents, interpretation shall be governed in the priority listed and set forth above.

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever they may require for the transfer of materials and for constructing and completing the work provided for in the specifications and plans to be furnished by the City of Port Townsend.

- 2. Contract Amount; Compensation.** The City of Port Townsend hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide materials and to do and cause to be done the above described work and to complete and finish the same according to the Scope of Work and the terms and conditions herein contained and hereby contracts to pay for the same, the total sum of _____ including tax. Payment shall be as provided in the Instructions for Bidders unless otherwise provided. Payment shall be made monthly upon submittal of a pay request for work performed to date as determined by the City. Failure to perform any of the obligations under the contract by Contractor may be decreed by the City to be adequate reason for withholding any payments

EXHIBIT D

until compliance is achieved, including withholding amounts from any payment based on substantial completion to cover the City's cost to complete any punch list items.

3. Time for Completion. The Contractor shall physically complete the project within ninety (90) calendar days of a Notice to Proceed.

4. Insurance and Indemnity Requirements. Contractor shall take out and maintain insurance as set forth in Exhibit E of the bid package, which is incorporated herein by reference.

5. Correction of Work. If within one year after the date for Substantial Completion, any of the work is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after written notice to do so. If the Contractor fails to correct nonconforming work within a reasonable time after notice, City may, without prejudice to other remedies it may have, correct such deficiencies, and the Contractor shall pay the cost to the City, plus 10% City administrative overhead fee.

6. Attorney Fees. If enforcement of this Contract requires either party to engage the services of an attorney or consultant, the prevailing party shall be entitled to recover reasonable legal costs, including attorney fees and expert fees, in connection with such enforcement, with or without suit.

IN THE WITNESS WHEREOF the parties hereto have caused this agreement to be executed this _____ day of _____, 2023.

City of Port Townsend

Contractor

By: _____
John Mauro, City Manager

By: _____

Name: _____

Title: _____

Attest:

Approved as to form:

Alyssa Rodrigues, City Clerk

Heidi Greenwood, City Attorney

END OF TEXT

EXHIBIT E

INSURANCE & INDEMNITY REQUIREMENTS FOR CONSTRUCTION PROJECTS

Indemnification / Hold Harmless

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

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

Insurance

The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors,

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

EXHIBIT E

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CO 20 10 11 85 or a substitute endorsement providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. The word "endeavor" is not acceptable language regarding the required notification.
3. The insurance policies shall include the City as Additional Named Insured.

EXHIBIT E

D. Contractor's Insurance For Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

E. Waiver of Subrogation

The Contractor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise,

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project.

H. Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

END OF TEXT

EXHIBIT F.1

PERFORMANCE BOND
to City of Port Townsend, WA

Bond No. _____

The City of Port Townsend, Washington, (Port Townsend) has awarded to _____ (Principal), a contract for the construction of the project designated as Water Supply Metering Improvements, in Port Townsend, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

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

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

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

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

PRINCIPAL

SURETY

Principal Signature Date

Surety Signature Date

Printed Name

Printed Name

Title

Title

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

[Empty rectangular box for surety company information]

Approved as to form:

Signature Title Date

EXHIBIT F.2

**PUBLIC WORKS PAYMENT BOND
to City of Port Townsend, WA**

Bond No. _____

The City of Port Townsend, Washington, (Port Townsend) has awarded to _____ (Principal), a contract for the construction of the project designated as **Water Supply Metering Improvements**, in Port Townsend, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

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

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 60.28, 39.08, and 39.12 including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

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

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

PRINCIPAL

SURETY

Principal Signature Date

Surety Signature Date

Printed Name

Printed Name

Title

Title

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

Approved as to form:

Signature Title

Date

EXHIBIT F.3



**CONTRACTOR'S DECLARATION OF 10% RETAINAGE OPTION
IN LIEU OF PERFORMANCE BOND AND PAYMENT BOND
FOR PROJECTS \$150,000 OR LESS**

In lieu of providing a performance bond and payment bond, I hereby request to have the City of Port Townsend retain ten percent (10%) of my payment for this project for a period of thirty (30) days after acceptance of the completed work or until receipt of all necessary releases from the Department of Labor and Industries, Department of Revenue, and the Employment Security Department and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

NAME (PLEASE PRINT) : _____

SIGNED: _____ DATE: _____

TITLE: _____