INVITATION FOR BIDS
CITY OF FIFE SMALL WORKS ROSTER

Notice is hereby given that sealed bids will be received by the City of Fife City Hall up to the hour of 11:00 a.m. on March, 18, 2019 for the **20th Street Landscaping Project,** 5410 20th Street E. in Fife, WA. This work includes furnishing the necessary labor, materials, equipment, and tools to construct the improvements as described in the attached plans and specifications.

A non-mandatory **pre-bid meeting** will be held **at the Fife Aquatic Center, 5410 20th St. E. Fife, WA, at 10 a.m. on Thursday, March 14th.**

Pierce County prevailing wage requirements are required for this project.

Bids must be submitted in a sealed envelope with the outside clearly marked "sealed bid" with the bid opening date and time, and the project name as it appears in this invitation along with the name and address of the bidder. Bids shall be addressed to the City Clerk, City of Fife-5411 23rd Street, Fife, WA 98424. Bid proposals will be received only at City Hall. Proposals received after 11:00 a.m., March 18, 2019, will not be considered.

The contact for this project is Megan Jendrick-Parks, Recreation and Aquatic Director at (253) 896-8671 (mjendrick@cityoffife.org).

A bid bond is not required for this Project. Faxed bids will not be accepted.

Work will be in accordance with the terms and conditions of the attached Contract form. Performance and Payment Bond will be required

No Bidder may withdraw his proposal after **11:00 a.m., March 18, 2018** or before award of contract, unless said award is delayed for a period exceeding sixty (60) days.

Brodie Rota
City Clerk

20th STREET LANDSCAPING PROJECT

PURPOSE OF REQUEST

The City of Fife Parks, Recreation and Aquatic Department (PRA) invites interested firms to bid for completing the below landscaping plans. The project includes providing all services required to complete the below Scope of Work.

PROJECT TIMELINE

Work will take place between April 1, 2019 and May 31, 2019. There will be no time extensions unless ground and weather conditions prevent the ability to appropriately plant shrubbery.

INSTRUCTIONS TO BIDDERS

All bids shall be submitted on the prescribed Proposal Forms and in the manner as stated in this invitation and in the Bid Document. The City of Fife reserves the right to waive minor irregularities in bids received, reject any non-responsive bid, or reject all bids if they exceed available funds.

The award of the contract will be based on the number of areas that will fit within the budget for this project. Prior to bid opening, a total budget amount will be announced. If the announced bids for all areas are below the announced budget, the lowest bid for all areas will be the apparent low bid. If the bids for all areas exceed the announced budget, the areas will be will be prioritized in the following order and the lowest priority signs will be deleted until such time as the lowest bid for the remaining area(s) fits within the announced budget.

Priority #1: West Side of Parking Lot

Priority #2: Pool Building

Priority #3: Round Planter

For example, if the bids for all areas are above the announced budget, Round Planter will be deleted and the bids for the remaining areas will be totaled. If this results in bids for the two remaining areas (#1 and #2) below the announced budget, the lowest bid for those two areas will be the apparent low bid.

The sums shown on the bid shall include all labor, material, equipment, overhead, and compensation to complete all of the work under each particular heading.

Taxes – The bid amounts shall include Washington State Sales Tax (WSST).

EXECUTION OF CONTRACT

Within 10 days after the date the lowest qualified Bidder receives notification of award, the lowest qualified Bidder shall execute and return the Contract and the required number of copies and shall furnish a performance and payment bond and insurance.

At the time the Contract is executed and returned, the Contractor shall notify the City in writing of the names of all subcontractors and materials suppliers the Contractor intends to use for the work.

PERFORMANCE BOND/PAYMENT BOND:

1. To be furnished at the time of delivery of the executed Contract.

2. To be in full amount of Contract price.

3. The surety must be authorized to do business in the State of Washington and be satisfactory to the City. Each bond must be on the City's form and approved in writing by the City Attorney.

CONTRACT INSURANCE:

1. Work under the Contract shall not commence until the City has approved the Contractor's insurance. No subcontractors shall commence work until the City has approved subcontractor's insurance. Insurance shall be as required per the contract.

2. The Contractor and subcontractors shall obtain and maintain Workman's Compensation Insurance during the life of this Contract.

3. Contractor specifically waives its immunity under Title 51 of the Revised Code of Industrial Insurance Act for injuries to its employees, and indemnifies the City from liability for the action brought by those employees.

PREVAILING WAGES:

1. The Contractor shall submit a Statement for the Contractor and each and every subcontractor to the Industrial Statistician of the Department of Labor and Industries for approval. A $40.00 fee payable to the Department of Labor and Industries shall be included for each statement submitted. Should force account work be authorized by the City, the Contractor shall, at his/her own expense, provide the City with a new statement of Intent to Pay Prevailing Wages if any changes have occurred since the issuance of the original Intent to Pay Prevailing Wages was filed.

2. For contracts in excess of $10,000, the Contractor shall post in a location readily visible to workers at the job site:

    a. A copy of the approved statement of Intent to Pay Prevailing Wages (Labor and Industries [L & I] Form F700-029-000).

    b. The address and telephone number of the Industrial Statistician of the Department of Labor and Industries.

3. The statement of Intent to Pay Prevailing Wages shall include the Contractor's registration certificate number or UBI number and prevailing rate of wage for each classification of workers entitled to prevailing wages. Self-employed or owner/operator contractors or subcontractors who perform the actual work will be required to submit a statement regardless of the method of payment.

4. Affidavit of Wages Paid: Following final acceptance of the Project, the Contractor shall submit, for the Contractor and each and every subcontractor, an Affidavit of Wages Paid (L & I Form F700-007-000) form to the Industrial Statistician of the Department of Labor and Industries for approval. A $40.00 fee payable to the Department of Labor and Industries shall be included for each statement submitted. Self-employed or owner/operator contractors or subcontractors who perform the actual work will be required to submit an affidavit regardless of the method of payment.

5. Applicable Prevailing Wage Rates. Prevailing wages rates may be found at:

   http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp. Rates for Pierce County on the bid opening date shall apply for this Project. A copy of the wage rates is available for viewing at Fife City Hall. The City will provided a copy of the prevailing wage rates upon request.

BIDDER'S CHECKLIST

The following forms and information must be turned in at the time of the Bid opening:

1. Proposal, certify receipt of addenda (if any) in the space provided in the second paragraph.

2. Non-collusion Certificate, notary required.

3. Certification of Compliance with Wage Payment Statutes.

FORM OF PROPOSAL
20TH STREET LANDSCAPING PROJECT

Date	
Bidder Name	
WA State License Registration No.	

The undersigned proposes to furnish all coordination, labor, equipment and materials and perform all work for this project in accordance with the contract documents and addenda (if any), for the consideration of the following amounts:

Priority #1 West Side of Parking Lot

Base Bid	$
Sales Tax	$
Total Bid	$

Priority #2 Pool Building

Base Bid	$
Sales Tax	$
Total Bid	$

Priority #2 Round Planter

Base Bid	$
Sales Tax	$
Total Bid	$

The undersigned, as Bidder, declares that we have personally examined the Project site in the City of Fife, and all of the plans, specifications, and Contract Documents herein contained, and that we will contract with the City of Fife on the form of agreement provided herewith to do everything necessary to perform and complete construction called for in the Contract for the construction of the Project listed above, at the price and on the terms and conditions herein contained in the Contract Documents.

We agree that the following shall form a part of this proposal: Non-Collusion Certificate. We acknowledge that addenda numbers ___ to ___ have been provided to us and have been examined as part of the Contract Documents.

If our proposal is accepted, we agree to sign the Contract and to furnish the performance bond and the required evidence of insurance within ten (10) calendar days after receiving written notice of the award of the Contract. We acknowledge that the City of Fife may forfeit our bid deposit as liquidated damages in the event of our non-compliance with the requirements of this paragraph.

The Bidder agrees to prosecute the work in accordance with this Document and the Contract Documents. Bidder further agrees to complete the Project within the allotted time as specified in the Contract.

The Bidder understands that the Owner reserves the right to reject any and all proposals, as well as increase or decrease the scope of work.

Bidder	Telephone
By Authorized Official	
Date	
Contractor's Registration No.	Business Address

CITY OF FIFE

NONCOLLUSION CERTIFICATE

STATE OF WASHINGTON)
)
COUNTY OF PIERCE)

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City of Fife for consideration in the award of a Contract on the improvement described as follows:

20TH STREET LANDSCAPING PROJECT

_____
Name of Firm

_____
Title

_____
Signature of Authorized Member

Sworn before me this
_____ day of _____, _____.

_____
(Notary Public) (Corporate Seal)

My commission expires _____, _____.

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), 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 Official*

_____
Printed Name

_____
Title

_____ _____ _____
Date City State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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, 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). If a co-partnership, proposal must be executed by a partner.*

CONTRACT

THIS Agreement, made effective as of the _____ day of _____, 2018, between

CITY OF FIFE, WASHINGTON **("CITY")**
5411 23rd Street East
Fife, WA 98424

Contact: Megan Jendrick

and

_____ **("CONTRACTOR")**
_____
_____

Contact:_____ Tel:

for the following Project:

20TH STREET LANDSCAPING PROJECT ("PROJECT")

The City and Contractor agree as follows:

1. Contract Documents. The Contractor shall complete the Project in accordance with the Contract Documents. The Contract Documents consist of the following in order of precedence:

a. Written change orders or orders for changes in the work issued after execution of this Agreement;

b. This Contract signed by City and Contractor;

c. Project Scope of Work; and

d. Landscape Layout Plans

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the work by the Contractor. These Contract Documents complement each other in describing a complete work. Any requirement in one document binds as if stated in all. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically.

2. Date of Commencement and Completion Date. Work on-site shall not commence until **April 1, 2019** and the Project shall be physically completed by **May 31, 2019** ("Physical Completion Date"). "Physical Completion" means the day all of the work is physically completed on the project, but all documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

3. Contract Sum. The contract sum is the total bid amount of $_____, including applicable sales tax. The contract sum shall include all materials, equipment, and labor necessary for the proper execution and completion of the Project.

4. Changes. After execution of the Contract, changes in the Project may be accomplished by change order. The City, without invalidating the Contract, may order changes in the Project within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract completion date being adjusted accordingly. Change orders shall be in writing signed by the parties.

5. Retainage. Pursuant to RCW 60.28, a sum of 5 percent of the monies earned by the Contractor will be retained from payment. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Title 82, RCW, and (2) the claims of any person arising under the Contract. Retainage shall be released in accordance with RCW 60.28.

6. **Payment.** Each month after commencement of the Project, Contractor shall make a request for payment for work done during the preceding month, on invoices in a format acceptable to the City. Failure to perform any of the obligations under the Contract by the Contractor may be decreed by City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by City that any work has been satisfactorily completed. Progress payments shall be deemed advances and are subject to adjustment at any time prior to final payment for errors, overpayment or City's good faith determination that the remaining balance of payment may be insufficient to insure completion of work covered by this Contract or to pay bond or retainage claims. Payment shall be made within 30 days of receipt of invoice, provided retention in the amount of 5% of the contract amount shall be released in accordance with RCW 60.28. Failure to perform any of the obligations under the Contract by the Contractor may be decreed by City to be adequate reason for withholding any payments until compliance is achieved. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

7. Review of Contract Documents and Field Conditions. Contractor has satisfied itself as to the nature and location of the work, the character, kind and quantity of material to be encountered, the character, kind and quantity of equipment needed, the location, conditions and other matters which can in any manner affect the work under this Contract, and acknowledges that Contractor has had a reasonable opportunity to examine the site and all of the Contract Documents. Prior to commencing work, Contractor shall examine the site and any surfaces upon which work is to be performed, and shall notify City in writing of any conditions which might adversely affect its work; failure to do so will constitute a waiver of entitlement to any additional compensation or contract time arising out of such conditions.

8. Payment and Performance Bond. Contractor shall make, execute, and deliver, in the form provided by the City, a good and sufficient bond equal to the amount of the full contract price with a surety company as surety, for the faithful performance of all the provisions of this contract, including the three year warranty, maintenance and irrigation provisions, and payment of all laborers, mechanics, and subcontractors and material men and all persons who supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work. This bond shall be filed with the City. The surety must agree to be bound by the laws of the State of Washington and subject to the jurisdiction of the State of Washington.

9. Permits, Fees, Notices, and Compliance with Laws.

9.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits, fees, licenses and inspections by governmental agencies necessary for the proper execution

and completion of the work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

9.2 Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules, and regulations, and lawful orders of public authorities applicable to performance of the Work.

10. Prevailing Wages. This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. NO ON-SITE WORKER, LABORER OR MECHANIC EMPLOYED IN THE PERFORMANCE OF ANY PART OF THIS CONTRACT SHALL BE PAID LESS THAN THE PREVAILING RATE OF WAGE as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. Prior to making any payment under this Contract, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages on Public Works Contracts" from the Department of Labor & Industries. It is the Contractor's responsibility to obtain and file the "Statement of Intent to Pay Prevailing Wage". The Contractor shall be responsible for all filing fees. Each invoice may include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors.

11. Insurance. The Contractor shall procure and maintain for the duration of the Agreement, 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.

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, stop gap liability, 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 CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 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 and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect 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.

D. Acceptability of Insurers

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

E. 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 insurance requirements of the Contractor before commencement of the work.

F. Subcontractors

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

12. Termination of Contract. This Contract may be terminated by City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by City by reason of such default.

13. Warranty/Landscape Maintenance. In addition to any manufacture or vendor warranties, Contractor warrants that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required and permitted by the Contract Documents; (2) the work will be free from defects not inherent in the quality required or permitted; and (3) the work will conform to the requirements of the Contract. The Contractor further agrees to correct any defects in materials or workmanship which shall develop or be discovered within one (1) year after completion and acceptance of the Project. In addition, Contractor shall replace on a 1 for 1 basis any plantings that die, or are diseased, damaged or stolen during the warranty period.

14. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold 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 Agreement, except for injuries and damages caused by the sole negligence of City. 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 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.

15. Assigning or Subcontracting. Contractor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City. Each subcontractor, to the extent of the Work to be performed by the subcontractor, shall be bound to the Contractor by the terms of the Contract Documents, and shall assume toward the Contractor all the obligations and responsibilities which the Contractor by the Contract Documents, assumes toward the City.

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

17. Disputes. Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

18. Attorneys' Fees. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other party.

19. Extent of Agreement/Modification. The Contract Documents, together with attachments or addenda, represent the entire and integrated Agreement between the parties hereto and supersede 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.

CITY: CITY OF FIFE	CONTRACTOR:
By: _____ City Manager	By: _____ Name: _____

Date: _____ Title: _____

Approved as to form: Date: _____

_____
Gregory F. Amann
City Attorney

CITY OF FIFE PERFORMANCE AND PAYMENT BOND WITH GUARANTY
(PUBLIC WORKS CONTRACTS)

Name of Project _____
Contractor (Principal) _____
Project/Contract # _____
Surety _____
Bond Amount $_____
Bond #_____

1. Date and Parties

This performance and payment bond with guaranty is dated, for reference purposes only, the _____ day of _____, 2019 and is executed by _____ _____, as Principal(s), and _____, as Surety.

2. General Recitals

A. Principal has entered into a public works contract (the "Contract") with the City of Fife for certain work described as follows:

_____

_____

(the "Work").

B. This bond is furnished in accordance with RCW 39.08 to secure faithful performance of the Contract and payment of all persons covered under RCW 39.08.010.

3. Bond Amount

The Principal and the Surety agree and do jointly and severally bind themselves, their heirs, executors, administrators, and assigns, unto the City in the sum of _____ dollars ($ _____).

4. Agreement to Perform

A. Principal, his or its heirs, executors, administrators, successors, or assigns, shall 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 the 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.

B. Principal shall pay all laborers, mechanics, and subcontractors and material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work.

C. Principal shall pay the taxes, increases, and penalties incurred on the Work under Titles 50, 51, and 82 RCW.

D. The Principal further agrees to correct any defects in materials, workmanship, or installation of the Work which shall develop or be discovered within one (1) year after final acceptance of the Work, and to replace on a 1 for 1 basis any plantings that die, or are diseased, damaged or stolen within (1) year after final acceptance of the Work.

5. Indemnity Agreement

A. The Principal hereby agrees to indemnify and hold the City harmless from any and all claims that may be made against the City resulting directly or indirectly from any action or inaction of the Principal or his agents, employees or independent contractors relating directly or indirectly to work performed or to be performed under the terms of this agreement. This indemnity and hold harmless shall include City Costs related to defending against said claims, or in enforcing the terms of this agreement.

B. For purposes of this document, the term "City Costs" shall mean all City expenditures, obligations or debt incurred, including, but not limited to: construction, labor, equipment and material costs; City staff time; legal consultant fees; taxes and penalties; engineering consultant fees; financial consultant fees; publication, service or process and filing fees; mailing fees; cost of right-of way, real property and easement acquisition; and fees and costs to other governmental jurisdictions, that are made or incurred by the City, whether or not legal action is commenced.

6. Obligation of Surety

A. If the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) fails to abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, or fails to faithfully perform any of the provisions of the Contract or fails to well and truly perform and fulfill any of 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, then the Surety shall be liable to the City for City Costs resulting from said failure to perform, but not to exceed the Bond amount.

B. If the Principal (or any subcontractors or lower tier subcontractors of the Principal) fails to pay any laborers, mechanics, or subcontractors or material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work, then the Surety shall be liable to the City for City Costs resulting from such failure to pay and to the persons covered by RCW 39.08.010, but not to exceed the Bond amount.

C. If the Principal (or any subcontractors or lower tier subcontractors of the Principal) fails to pay the taxes, increases, and penalties incurred on the Work under Titles 50, 51, and 82 RCW, then the Surety shall be liable to the City for City Costs resulting from such failure to pay and to the State of Washington, but not to exceed the Bond amount.

D. If the Principal fails to correct any defects in materials, workmanship, or installation of the Work which shall develop or be discovered within one (1) year after final acceptance of the Work, or fails to replace on a 1 for 1 basis any plantings that die, or are diseased, damaged or stolen within (1) year after

final acceptance of the Work, then the Surety shall be liable to the City for City Costs resulting from such failure, but not to exceed one tenth of the Bond amount.

E. The Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any change, extension of tie, alterations or additions to the terms of the Contract or the Work or to the specifications.

F. The Surety agrees that modifications and changes may be made in the terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid to the Principal shall automatically increase the obligation of the Surety on this Bond in a like amount. However, such increase shall not exceed twenty-five percent (25%) of the original amount of this Bond without the consent of the Surety.

7. Address for Notices

All notices required hereunder shall be considered properly delivered when personally delivered, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested, to:

Principal:	Surety:
_____	_____
Name	Name
_____	_____
Street address	Street address
_____	_____
City, State and zip code	City, state and zip code
_____	_____
Facsimile number	Facsimile number

8. Default

A. If the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) fails to faithfully, fully, and timely perform the Contract or any amendments thereto as required hereunder, fails to pay any laborers, mechanics, or subcontractors or material suppliers, or any persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work, or fails to pay the taxes, increases, and penalties incurred on the Work under Titles 50, 51, and 82 RCW, then the City shall notify the Principal and the Surety that such failures must be cured to the satisfaction of the City Parks, Recreation and Aquatics Department within seven days from the date of the Notice, or such longer time as may be determined by the City Parks, Recreation and Aquatics Director. If the failures are not so cured and approved within the period stated in the notice then the Surety, upon written demand by the City, shall immediately tender to the City the full amount of the Bond (less any amount previously paid to claimants in accordance with RCW 39.08) and the City will complete the Work and/or make the payments, as the case may be, deduct from the amount tendered the City

Costs, and refund the remainder, if any, to the Surety.

B. If the Principal fails to correct any defects in materials, workmanship, or installation of the Work, or to replace any plantings, as required hereunder, then the City shall notify the Principal and Surety that the Work must be corrected to the satisfaction of the City Parks, Recreation and Aquatics Department within seven days from the date of the Notice, or such longer time as may be determined by the City Recreation and Aquatics Director. If the Work is not corrected and approved within the period stated in the notice, then the Surety, upon written demand by the City, shall immediately tender to the City one tenth of the Bond amount (or the total amount remaining on the Bond whichever is less), and the City will correct the Work, and deduct from the amount tendered the City Costs. The City shall retain the remainder until the end of the warranty period. If at the end of the warranty period the tendered monies have not been expended for City Costs associated with correction of Work, then the remaining amount shall be refunded to the Surety.

C. If the amount of the Bond is inadequate to pay for City Costs, either because the City Costs exceed the Bond amounts or the Surety is no longer solvent or fails to timely tender the appropriate amount, then the City shall forthwith notify the Principal and he shall tender the deficiency to the City within five days of said notification. If the City commences legal action to collect said deficiency then the prevailing party in said legal action shall be entitled to judgment for their reasonable costs and attorney fees incurred therein. Each Principal is jointly and severally liable for the obligations set forth herein.

9. Action by Claimants.

A. All such persons mentioned in RCW 39.08.010 shall have a right of action in his, her, or their own name or names on the Bond for work done by such laborers or mechanics, and for materials furnished or provisions and goods supplied and furnished in the prosecution of the Work: PROVIDED, That such persons shall not have any right of action on this Bond for any sum whatever, unless within thirty days from and after the completion of the Contract with an acceptance of the Work by the City Council, the laborer, mechanic or subcontractor, or material supplier, or person claiming to have supplied materials, provisions or goods for the prosecution of such Work, shall present to and file with the City a notice in writing in accordance with RCW 39.08.030.

B. Every person, firm or corporation furnishing materials, supplies or provisions to be used in the construction, performance, carrying on, prosecution or doing of any of the Work, shall, not later than ten days after the date of the first delivery of such materials, supplies or provisions to any subcontractor or agent of any person, firm or corporation having a subcontract for the construction, performance, carrying on, prosecution or doing of such Work, deliver or mail to the Principal a notice in writing stating in substance and effect that such person, firm or corporation has commenced to deliver materials, supplies or provisions for use thereon, with the name of the subcontractor or agent ordering or to whom the same is furnished and that the Principal and the Bond will be held for the payment of the same, and no suit or action shall be maintained in any court against the Principal or this Bond to recover for such material, supplies or provisions or any part thereof unless the provisions of this section and RCW 39.08.065 have been complied with.

C. The State of Washington shall have a right of action on the Bond for taxes, increases, and penalties incurred on the Work under Titles 50, 51, and 82 RCW.

10. Modification.

This document cannot be modified, nor the obligations created hereunder terminated, without the City's express written consent.

11. Governing Law--Venue.

Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

PRINCIPAL:

_____
By:_____
Title _____

SURETY:

_____
By:_____
Title _____

PRINCIPAL:

_____
By:_____
Title _____

Accepted by the City this _____ day of
_____, 20__.
By:_____
Title _____

[Power of Attorney must be attached to Bond]

Scope of Work

1. **West Side of Parking Lot** – Work to be performed in the area between new landscaped park and the parking lot
   - Clear and grade area for new landscape work
   - Dispose of cleared waste off site
   - Use one site boulders and reset rocks as necessary
   - Install a river cobble dry system bed through area
   - Install plants per plan
   - Plants to mimic landscape of park area
   - Install added topsoil for new plants
   - Install 2" depth of medium bark to beds
   - Trim 2 existing maple trees to remain in landscape
   - Adjust and expand existing irrigation to cover new plants
   - Remove existing palm trees (3) and transplant to agreed upon location on site.

2. **Pool Building** – Work to be performed along the north side of the Aquatic Center (hillside) and NW corner of the building
   - Clear and grade area for new landscape work
   - Replace irrigation system that does not currently work (zones 1-5 along 20th street)
   - Dispose of cleared waste off site
   - Replace existing rock wall with Roman Cypress, Summit Blend stones and increase sidewalk clearance by 1.5 feet
   - Install a river cobble dry streambed through pathway steps
   - Install plants per plan
   - Install added topsoil for new plants
   - Install 2" depth of medium bark to beds

3. **Round Planter** – Work to be performed in the round planting bed in front of the Aquatic Center entrance
   - Clear and grade area for new landscape work
   - Dispose of cleared waste off site
   - Install a river cobble dry stream bed through area
   - Install added spot rocks
   - Replace existing rock wall with Roman Cypress, Summit Blend stones
   - Install plants per plan
   - Install added topsoil for new plants and to mound center of bed slightly
   - Install 2" depth of medium bark to beds
   - Adjust and expand existing irrigation to cover new plants