



Parks and Recreation Department
Development Division

Nicole Oliver, Director

Small Works Roster: Sven Hoyt
Community Garden Deer Fence

Project No.

Bid No. 40B-2021

For more information contact the purchasing office by telephone at (360) 778-7750 or by email at bids@cob.org.

TABLE OF CONTENTS

SVEN HOYT COMMUNITY GARDEN DEER FENCE

INFORMATION FOR BIDDERS	3
Notice to Bidders	4
Bid Procedures and Conditions	5
Bidders Checklist.....	10
BIDDER RESPONSIBILITY CRITERIA	11
Mandatory Bidder Responsibility Criteria	12
Mandatory Bidder Responsibility Checklist	14
Subcontractor Responsibility Checklist	15
Supplemental Bidder Responsibility Criteria	18
BID SUBMITTALS.....	24
Bid Proposal	25
Bid Bond.....	28
Bid Deposit.....	29
CONTRACT FORMS.....	30
Public Work Agreement	31
Payment and Performance Contract Bond.....	37
Retainage Investment Option	40
Escrow Agreement	41
Savings Account Agreement.....	44
GENERAL PROVISIONS	46
SPECIAL PROVISIONS	57
APPENDIX A STATE PREVAILING WAGE RATES.....	65

INFORMATION FOR BIDDERS
SVEN HOYT COMMUNITY GARDEN DEER FENCE

CITY OF BELLINGHAM
40B-2021
NOTICE TO BIDDERS

Sealed proposals for the construction of the **SVEN HOYT COMMUNITY GARDEN DEER FENCE** project, will be received by the City of Bellingham, 2221 Pacific Street, Bellingham, Washington, 98229 at the Purchasing Office until September 9, 2021 at 11:00 a.m., and thereafter will be publicly opened and read.

The improvement consists of: all work necessary for permit approvals and to furnish and install a complete fence and gate system, including site restoration, foundations, fence, gates, traffic control, erosion control, and all other work necessary to complete the project. The purpose of the fence is to deter deer and other wildlife from entering the garden.

There will be an optional site visit with the Project Manager on Tuesday, August 31 at 10:00 AM. Site location is 1116 32nd St, Bellingham, WA.

Plans, specifications, special provisions, basis to be used in comparing bids, proposal and contract can be viewed at the City of Bellingham website (<https://cob.procurement.com/>) or seen at the Purchasing Office, 2221 Pacific Street, Bellingham, Washington, phone (360) 778-7750.

All proposals must be upon the Bid Proposal form provided by the City of Bellingham and must be accompanied by a certified check, cashier's check, cash, money order or bid bond payable to the Finance Director in an amount equal to or exceeding five percent (5%) of the total bid. No other form of bid security is acceptable.

The right is reserved to postpone making the award for a reasonable length of time, to reject any and all bids, or to waive irregularities not affecting substantial rights.

Published: August 18, 2021

BID PROCEDURES AND CONDITIONS

This bid is subject to the bid procedures and conditions contained in Division 1 of the *Standard Specifications for Road, Bridge and Municipal Construction*, most recent Edition, issued by the Washington State Department of Transportation ("Standard Specifications"), incorporated herein by this reference. The bid procedures and conditions contained in the Standard Specifications are modified or supplemented as follows:

1. **Definitions.** Capitalized terms not specifically defined herein shall have the meaning ascribed to them in the Standard Specifications.
 - a) The City of Bellingham may be referred to hereinafter as the "City".
 - b) Where the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard Specifications, they shall be construed to mean "City" or "Owner".
 - c) Where the term "State Treasurer" is used in the Standard Specifications, the term shall be construed to mean the City's "Finance Director".
 - d) Where the term "Secretary of Transportation" or "District Administrator" are used in the Standard Specifications, the terms shall be construed to mean the duly authorized representative of the City.
2. **Bid Bond-Hard Copy.** Standard Specification § 1-02.7, "Bid Deposit", is modified as follows: Bid Bond must be submitted in hard copy with the bid submittal. Electronic submittals will not be accepted.
3. **Delivery of Proposal-Hard Copy.** Standard Specification § 1-02.9, "Delivery of Proposal", is modified as follows: Bids must be submitted in hard copy in a sealed envelope. Electronic submittals will not be accepted. It is the bidder's responsibility to deliver its bid proposal and supporting documents to the proper address by the assigned time. The City accepts no responsibility for misdirected or lost bids or supporting documents prior to the City actually receiving them.
4. **Bid Documents.** Bid Documents include all documents and materials published for this project at <https://cob.procureware.com/>, including all documents and materials referenced therein.
5. **Addenda.** Addendum (Addenda) are written or graphic instructions issued by the City's Purchasing Office prior to the receipt of bids in accordance with these Bid Procedures and Conditions, which interpret, clarify, correct, modify, add, or delete portions of the Bid Documents. Addenda will become part of the Contract when the Public Works Agreement is executed.

6. **Plan Holder's List.** The plan holder's list is the way in which the City will notify bidders of changes in the Bid Documents. All changes to Bid Documents will be issued by the Purchasing Office. The City will notify holders by email. The City will make a reasonable effort to notify bidders of changes; however the sole responsibility lies upon the bidder to inquire if a change has been issued prior to the bid opening time and date. Please visit the web site at <https://cob.procureware.com/> or call the Purchasing Office as 360-778-7750 to verify Addenda prior to submitting a bid.
7. **Questions/Objections.** Bidders are requested to review the Bid Documents carefully, without delay, for defects and questionable or objectionable matter. Questions, objections or comments regarding the Bid Documents or bid process should be made in writing and received by the issuing office no later than five (5) business days' prior to bid opening so that any necessary addenda may be published and distributed to bidders prior to the bid submission deadline; provided that the City may in its sole discretion respond to questions submitted after that deadline. All communications should be in writing and addressed to the following: City of Bellingham, Purchasing Office, 2221 Pacific Street, Bellingham, Washington 98229.
8. **Bid Protest.** In accordance with RCW 39.04.105, if the City receives a written protest from a bidder, the City will not execute a contract for the project with anyone other than the protesting bidder without first providing at least two (2) full business days' written notice of the City's intent to execute a contract for the project; provided that the protesting bidder submits notice in writing of its protest no later than two (2) full business days' following bid opening. Any protest must be made in writing, signed by the protesting bidder or its authorized agent, and filed with the City's Purchasing Manager, 2221 Pacific Street, Bellingham, WA 98229, with a copy to the City Attorney, 210 Lottie Street, Bellingham, WA 98225. The protest shall contain all of the following information:
 - a) The protestor's name, address, and phone/facsimile number;
 - b) The bid number and bid project name;
 - c) A detailed description of the specific factual and legal ground(s) for the protest, including all exhibits referenced by the protestor; and
 - d) The specific ruling and relief requested.

The City reserves the right to reject all bids as a remedy to a protest or independently of protests. Failure to comply with these procedures shall render a protest untimely or inadequate and, consequently, may result in the City rejecting the protest solely on this basis. Any decision made by the City regarding the bid award, contract execution or bid

rejection shall be final, subject to such judicial review as permitted under Washington law upon timely filing in the Superior Court of Whatcom County, Washington. This venue clause shall modify any other provision in these Bid Documents to the extent there is an inconsistency.

9. **Substitutions.** Each bidder represents that its bid is based on the material and equipment described in the Bid Documents. During the bidding period, no substitutions will be considered unless written request has been submitted to the City for approval at least five (5) working days' prior to the date for receipt of bids. Each such request shall include a complete description of the proposed substitute; the name of the material or equipment for which it is to be substituted; drawings, cuts, performance and test data; and any other data or information necessary for complete evaluation. Request for substitutions shall be sent to the Purchasing Manager. If the City approves any proposed substitution, such approval will be set forth in an addendum.
10. **Payment & Performance Contract Bond.** Prior to contract execution, the successful bidder shall submit a Payment and Performance Contract Bond in the form included in this bid packet. On contracts of one hundred fifty thousand dollars (\$150,000) or less, at the Contractor's option, the City will, in lieu of a Payment and Performance Contract Bond, withhold retainage of ten percent (10%) of the contract amount until releasable under RCW 39.08.010.
11. **Bid Rejection.** The City reserves the right to reject any and all Bid Proposals, to waive minor deviations from the Bid Procedures and Conditions, or to waive any informality or minor irregularity in Bid Proposals received, whenever such rejection or waiver is in the best interest of the City. Among other things, a Bid Proposal may be rejected when: (1) the bidder is in arrears on taxes or other claims due the City; (2) the bidder is not in a position to perform the Contract; (3) the Bid Proposal is not signed; (4) the bidder fails to furnish bid bonds or surety deposits, plans, specifications, samples, etc., when such were specifically called for in the Bid Documents; (5) the bidder has failed to use the Bid Proposal form attached; (6) the bidder makes a material change in the Bid Documents; (7) the Bid Proposal contains a material alteration or erasure which is not initialed by the signer of the solicitation; (8) the bidder has been debarred from public bidding by either the State of Washington or the United States Federal Government; (9) any other reason determined to be in the best interest of the City.
12. **Pre-Award Information.** Standard Specification § 1-02.15, "Pre-Award Information", is modified to add the following items to the list of items that the City may require the bidder to provide following bid opening and prior to bid award:

- a) A satisfactory statement of costs for each major item of work included in the Bid Proposal which will be used as the basis for payment applications.
 - b) A designation of the amount and type of work to be performed by the Contractor's own forces.
 - c) A list of names of the subcontractors or other persons or organizations proposed for such portions of the work and an estimated employment profile of such subcontractor's forces. Subcontractors, employees, and other persons and organizations proposed by the Contractor and accepted by the City must be used on the work for which they were proposed and accepted and shall not be changed without the City's written approval.
13. **City Business Registration.** Bidders are required to possess a City of Bellingham Business Registration Certificate prior to bid award and will be required to pay business and occupation taxes. For additional information, check with the City's Finance Department, (360) 778-8000.
14. **Bid Preparation Costs.** The City shall not be liable for any costs incurred by the bidder in bid preparation.
15. **Prevailing Wage.** This project is a public work subject to State of Washington prevailing wage law, Chapter 39.12 RCW. The state prevailing wage rates applicable to this project, which is located in Whatcom County, are included in the bid documents and may also be found online at the following address for the Department of Labor & Industries: <https://fortress.wa.gov/lni/wagelookup/pvrWagelookup.aspx>. The applicable effective date for prevailing wages is based on the bid submittal deadline.
16. **Agreement Form.** The City's Public Works Agreement form is attached. The successful bidder will be required to enter into such an agreement with the City.
17. **Parking Meter Hoods.** The successful bidder is responsible for all costs to secure parking meter hoods and parking space. Contact City Parking Services at (360) 778-7780 for additional information.
18. **Insurance Requirements.** The insurance requirements for this project are contained in Section 1-07.18 of the Standard Specifications, modified as follows: a) Owners and Contractors Protective ("OCP") insurance is not required; b) minimum coverage limits for Commercial General Liability ("CGL") insurance shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
19. **Evidence of Insurance.** The successful bidder shall provide the following evidence of insurance to the City prior to the City's execution of the Public Works Agreement:

- a) **Certificate of Insurance** listing all required insurance policies. The Certificate of Insurance shall be an ACORD form or a form determined by the City to be equivalent.
- b) **Additional Insured Endorsement** naming the City as an additional insured on the successful bidder's commercial general liability ("CGL") policy. The endorsement shall reference the CGL policy number. Contractor may submit a copy of a blanket additional insured clause from its CGL policy in lieu of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance will not satisfy this requirement. Per Standard Specification 1-07.18, additional insured coverage must include products/completed operations coverage.

20. **Reciprocal Preference for Resident Contractor.** In accordance with RCW 39.04.380, the City of Bellingham is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. A nonresident contractor from a state that provides a percentage bid preference means a contractor that:

- a) is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts; and
- b) at the time of bidding on a public works project, does not have a physical office located in Washington.

The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed. All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award. This section does not apply to public works procured pursuant to RCW 39.04.155, 39.01.280, or any other procurement exempt from competitive bidding.

BIDDERS CHECKLIST

THIS BIDDERS CHECKLIST has been prepared and furnished to aid bidders in including all necessary forms and information with their bid. However, it is not guaranteed to be complete, and the responsibility for compliance with all bidding requirements remains with the bidder.

ALL BIDDERS must properly complete, execute and submit the following forms with their bids *prior* to the bid submission deadline:

- Bid Proposal
- Bid Bond (or Bid Deposit)
- Mandatory Bidder Responsibility Checklist
- Any other forms included in the Bid Documents that are designated as being due at the time of bid submission

Note: Bidder must write or print the Bid No. for this project on the face of the sealed envelope containing its bid.

The **APPARENT LOW BIDDER** shall properly complete, execute and submit the following form *after* bid opening within two (2) business days of being notified by the City that it is the apparent low bidder:

- Supplemental Bidder Responsibility Criteria Form

The **SUCCESSFUL BIDDER** shall properly complete, execute and submit the following forms *after* receiving notice that it has been awarded the contract:

- Public Works Agreement
- Payment and Performance Contract Bond
- Retainage Investment Option (and Escrow or Savings Account Agreement, if any)
- Certificate of Insurance and Additional Insured Endorsement
- Any other documents required by the City

BIDDER RESPONSIBILITY CRITERIA
SVEN HOYT COMMUNITY GARDEN DEER FENCE

MANDATORY BIDDER RESPONSIBILITY CRITERIA

1. **Requirement.** Before award of a public works contract for this Project, the bidder must meet the mandatory bidder responsibility criteria contained in RCW 39.04.350(1), as reiterated below.

2. **Criteria.** The bidder must:
 - a. Have a current certificate of registration as a contractor in compliance with Chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
 - b. Have a current Washington Unified Business Identifier (UBI) number;
 - c. If applicable, show proof of: (a) Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW; (b) a Washington Employment Security Department number, as required in Title 50 RCW; and, (c) a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3); and
 - e. For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.
 - f. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection.
 - g. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW

3. **Documentation.** Bidder shall complete and sign the Mandatory Bidder Responsibility Checklist provided below and submit it to the City with its bid. Failure to meet this requirement will render the bid nonresponsive.
4. **Verification of Subcontractor Responsibility Criteria.** In accordance with RCW 39.06.020, the successful bidder must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by Chapter 19.28 RCW, or an elevator contractor license, if required by Chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

MANDATORY BIDDER RESPONSIBILITY CHECKLIST

Bid Number:	Bid Submittal Deadline:
Project Name:	Project Number:
Bidder's Business Name:	City Business Registration Number: Active? Yes <input type="checkbox"/> No <input type="checkbox"/>
CONTRACTOR REGISTRATION https://secure.lni.wa.gov/verify/	
License Number:	License Active? Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date:	Expiration Date:
UBI/TAX REGISTRATION NUMBER https://secure.dor.wa.gov/gteunauth/ (go to Business Lookup)	
UBI/TAX Registration Number:	Account: Open <input type="checkbox"/> Closed <input type="checkbox"/>
INDUSTRIAL INSURANCE COVERAGE https://fortress.wa.gov/lni/crpsi/MainMenu.aspx	
Account Number:	Account Current? Yes <input type="checkbox"/> No <input type="checkbox"/>
EMPLOYMENT SECURITY DEPARTMENT	
Employment Security Department Number:	
Has Bidder provided account number on the Bid Form?	Yes <input type="checkbox"/> No <input type="checkbox"/>
NOT DISQUALIFIED FROM BIDDING https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx	
Is the Bidder listed on the "Debarred Contractors List" list of the Washington State Department of Labor and Industries Website?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Attach printout from website</i>
https://www.SAM.gov/ (go to Search Records)	
Is the bidder listed on the current debarred or suspended bidder list available on the U.S. General Services Administration's System for Award Management ("SAM") website?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Attach printout from website</i>
BIDDER CERTIFICATIONS	
<p>1. The bidder hereby certifies under penalty of perjury under the laws of the State of Washington that, within the 3-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of RCW 49.46, 49.48, or 49.52, 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.</p> <p>2. The undersigned further certifies that bidder (check one):</p> <p style="margin-left: 40px;"><input type="checkbox"/> Has received training on the requirements related to public works and prevailing wage as mandated in RCW 39.04.350(1)(f) or</p> <p style="margin-left: 40px;"><input type="checkbox"/> Is exempt from such training because it has completed three or more public works projects and has had a valid business license in Washington for three or more years.</p> <p>3. The undersigned further certifies that all other information provided by or on behalf of bidder on this form is true and correct.</p>	
Signature of Authorized Official	Date
Print Name & Title	Place of Execution (City & State)
CITY VERIFICATION	
City Purchasing Manager or Designee	Date
Has bidder satisfied applicable supplemental responsibility criteria?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Documentation on file</i>

SUBCONTRACTOR RESPONSIBILITY CHECKLIST

The following checklist is given to Contractors and Subcontractors for documenting that a subcontractor of any tier meets the subcontractor responsibility criteria. It is suggested that Contractors and Subcontractors print a copy of documentation from the appropriate website to include with this checklist in their contract file.

GENERAL INFORMATION	
Project Name:	Project Number:
Subcontractor's Business Name:	City Business Registration Number: Active? Yes <input type="checkbox"/> No <input type="checkbox"/>
SUBCONTRACTOR REGISTRATION https://secure.lni.wa.gov/verify/	
License Number:	License Active? Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date:	Expiration Date:
UBI/TAX REGISTRATION NUMBER https://secure.dor.wa.gov/gteunauth/ (go to Business Lookup)	
UBI/Tax Registration Number:	Account: Open <input type="checkbox"/> Closed <input type="checkbox"/>
INDUSTRIAL INSURANCE COVERAGE https://fortress.wa.gov/lni/crpsi/MainMenu.aspx	
Account Number:	Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
EMPLOYMENT SECURITY DEPARTMENT	
Employment Security Department Number:	
NOT DISQUALIFIED FROM BIDDING https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx	
Is the Subcontractor listed on the "Debarred Contractors List" on the Washington State Department of Labor and Industries website?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Attach printout from website</i>
https://www.SAM.gov/ (go to Search Records)	
Is the Subcontractor listed on the current debarred or suspended bidder list available on the U.S. General Services Administration's System for Award Management ("SAM") website?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Attach printout from website</i>
SPECIALITY CONTRACTOR LICENSES https://fortress.wa.gov/lni/bbip/	
Electrical: If required by Chapter 19.28 RCW, does the Subcontractor have an Electrical Contractor's License?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
Elevator: If required by Chapter 70.87 RCW, does the Subcontractor have an Elevator Contractor's License?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
SUBCONTRACTOR CERTIFICATIONS	
<p>1. The bidder hereby certifies under penalty of perjury under the laws of the State of Washington that, within the 3-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of RCW 49.46, 49.48, or 49.52, 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.</p> <p>2. The undersigned further certifies that bidder (check one):</p> <p style="margin-left: 20px;"><input type="checkbox"/> Has received training on the requirements related to public works and prevailing wage as mandated in RCW 39.04.350(1)(f) or</p> <p style="margin-left: 20px;"><input type="checkbox"/> Is exempt from such training because it has completed three or more public works projects and has had a valid business license in Washington for three or more years.</p> <p>3. The undersigned further certifies that all other information provided by or on behalf of bidder on this form is true and correct.</p>	
Signature of Authorized Official	Date
Print Name & Title	Place of Execution (City & State)

PRIME CONTRACTOR VERIFICATION

Sign

Date

Print Name & Title

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

- 1. **Requirement.** Before award of a public works contract for this Project, the bidder must meet the supplemental bidder responsibility criteria established by the City pursuant to RCW 39.04.350(2), as set forth in this Supplemental Bidder Responsibility Form ("Form").
- 2. **Instruction to Bidders.** This Form, and all documentation required herein, shall be completed in its entirety and submitted to the City by the apparent low bidder within two (2) business days of being notified by the City that it is the apparent low bidder; provided that any requested modifications to these supplemental criteria are due five (5) days prior to the bid submission deadline pursuant to Section 5 below. Failure to meet this requirement may render the bid nonresponsive and/or the bidder not responsible.
- 3. **Certification.** The undersigned certifies that he/she is authorized to submit this Form on behalf of the bidder and that all bidder information supplied pursuant hereto is accurate.

Name of Bidder: _____

Address: _____

Phone: _____

Name of Person Completing this Form (Print): _____

Title: _____

Signature: _____

Date: _____

4. **Criteria & Required Documentation.**

a. **DELINQUENT STATE AND/OR CITY OF BELLINGHAM TAXES**

- i. **Criterion:** The bidder shall not owe delinquent taxes to either the Washington State Department of Revenue or the City of Bellingham without a payment plan approved by the Department of Revenue and/or City of Bellingham before the date of award.

ii. **Check applicable box:**

- The bidder does not owe delinquent taxes to either the Washington State Department of Revenue or the City of Bellingham without a payment plan

approved by the Department of Revenue and/or City of Bellingham before the date of award.

- Alternatively, the bidder does owe delinquent taxes to either the Washington State Department of Revenue or the City of Bellingham without a payment plan approved by the Department.

b. PREVAILING WAGES COMPLAINTS

i. **Criterion:** The bidder shall not have a record of prevailing wage complaints against it within five (5) years of the bid submittal date that demonstrates a pattern of failing to pay workers prevailing wages, unless there are extenuating circumstances acceptable to the City in its sole discretion.

ii. **Check applicable box:**

The bidder has not had any prevailing wage complaints filed against it within five (5) years prior to the bid submittal date.

Alternatively, the bidder has had prevailing wage complaints filed against it within five (5) years of the bid submittal date.

iii. **Documentation:** If the Bidder has had prevailing wage complaints filed against it within five years of the bid submittal date, then bidder shall submit a list of complaints filed against the Bidder and include for each complaint the name of Project, Owner and contact information for Owner, and a written explanation of the circumstances surrounding each complaint and how it was resolved. The City shall evaluate these explanations and the resolution of each complaint to determine whether the complaints demonstrate a pattern of failing to pay its workers prevailing wages as required. The City reserves the right to conduct its own investigation into prevailing wage complaints and may also evaluate complaints filed within the time period specified that were not reported by the bidder.

c. CLAIMS AGAINST RETAINAGE AND PAYMENT AND PERFORMANCE BONDS

i. **Criterion:** The bidder shall not have a record of excessive claims filed against the retainage or payment and performance bonds for public works projects in the three (3) years prior to the bid submittal date that demonstrate a lack of effective management by the bidder of making timely and appropriate

payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances acceptable to the City in its sole discretion.

ii. **Check applicable box:**

- The Bidder has not had claims against retainage or payment and performance bonds in the three (3) years prior to the bid submittal date.
- Alternatively, the Bidder has had claims against retainage or payment and performance bonds in the three (3) years prior to the bid submittal date.

iii. **Documentation:** If the Bidder has had claims against retainage or payment and performance bonds in the three (3) years prior to the submittal date, submit a list of public works projects completed during this period that have had claims against retainage or payment and performance bonds and include name of Project, Owner, and contact information for the Owner, a list of claims filed against retainage or payment and performance bond for any of the projects listed; and a written explanation of circumstances surrounding each claim and the ultimate resolution of the claim.

d. **PUBLIC BIDDING CRIME**

i. **Criterion:** The bidder and/or its owner(s) shall not have been convicted of a crime involving bidding on a public works contract within five (5) years from the bid submittal date.

ii. **Check applicable box:**

- The bidder and/or its owner(s) have not been convicted of a crime involving bidding on a public works contract in the five (5) years prior to the bid submittal date.
- Alternatively, the bidder and/or its owner(s) have been convicted of a crime involving bidding on a public works contract in the five (5) years prior to the bid submittal date.

e. **TERMINATION FOR CAUSE**

i. **Criterion:** The bidder shall not have had any public works contract terminated for cause by a government agency or municipality during the five (5) year period immediately preceding the bid submittal date, unless there are extenuating circumstances acceptable to the City in its sole discretion.

ii. **Check applicable box:**

- The bidder has not had any public works contracts terminated for cause by a government agency or municipality in the five (5) years prior to the bid submittal date.
- Alternatively, the bidder has had one or more public works contracts terminated for cause by a government agency or municipality in the five (5) years prior to the bid submittal date.

iii. **Documentation:** If the bidder has had one or more public works contracts terminated for cause by a government agency or municipality during the five (5) year period immediately preceding the bid submittal date, then the bidder shall provide the City with a list of each contract terminated, the name of the government agency or municipality who terminating the contract, and the circumstances involving the termination for cause. The City reserves the right to use independent sources of information that may be available to demonstrate whether the bidder complies with this criterion.

f. LAWSUITS

i. **Criterion:** The bidder shall not have any judgment(s) or award(s) entered against it in any lawsuits or arbitrations within five (5) years of the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.

ii. **Check applicable box:**

- The bidder has not had any judgement(s) or award(s) entered against it in the five (5) years prior to the bid submittal date.
- Alternatively, the bidder has had judgment(s) or award(s) entered against it in the five (5) years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.

iii. **Documentation:** If the bidder has had any judgment(s) or award(s) entered against it in the five (5) years prior to the bid submittal date, then the bidder shall submit a list of lawsuits or arbitrations in which such judgement(s) or award(s) were entered along with a written explanation of the circumstances surrounding each. The City shall evaluate these explanations to determine

whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meet terms of contracts. The City reserves the right to conduct its own independent investigation.

g. REFERENCES

The City reserves the right to check references, whether identified by the bidder or not, on all bidders, including using itself as a reference in applicable situations. In evaluating references, the City will check with other owners regarding, by way of example, such things as: quality control, safety record; timeliness of performance; use of skilled and trained personnel; management of subcontractors; availability of and use of appropriate equipment; compliance with contract documents; management of submittals process, change orders, force account, and close-out; and other applicable project information deemed appropriate by the City.

5. Modifications to Supplemental Bidder Responsibility Criteria

- a. Potential bidders may request modifications to the City's supplemental bidder responsibility criteria as defined herein by submitting a written request ("Request") to the City's Purchasing Office no later than five (5) business days prior to the bid submission deadline designated for the project. Requests may be submitted via U.S. post mail, delivered personally, or sent by electronic mail or fax within this timeline to:
 - Mail/Delivery: Purchasing Office, City of Bellingham, 2221 Pacific Street, Bellingham, WA, 98229
 - Fax: 360-778-7706 (Attn: Purchasing/Criteria Modification Request)
 - Email: bids@cob.org
- b. Requests either not addressed to the Purchasing Office as indicated above or Requests received after this date and time will not be considered.
- c. The Request must include the bidder's name and address, the applicable criteria the bidder is seeking to modify, the justification for why the identified criteria should be modified, and how the requestor would like the criteria modified. Please include the Specification Number and Project Title when submitting all such Requests. Requests either not addressed to the Purchasing Office or Requests not received no later than five (5) business days prior to the bid opening date will not be considered.
- d. Any changes to the supplemental criteria, as determined by the City in its sole discretion, will be issued by addenda to the solicitation documents and posted to the City's website for the attention of all prospective bidders.

6. Supplemental Bidder Responsibility Determination and Appeal Process

- a. If the City determines the bidder does not meet the supplemental bidder criteria as outlined above and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its initial determination.
- b. If the bidder disagrees with the City's initial determination, the bidder will have one (1) business day from receiving the initial determination to appeal it by submitting additional written information to the City.
- c. The City will consider any such timely submitted additional information received from bidder before issuing its final determination.
- d. If the final determination affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until two (2) business days after the bidder determined to be not responsible has received the final determination.

FINAL DETERMINATION OF BIDDER RESPONSIBILITY

Reserved for City Use Only

I, the undersigned, have reviewed the following: (1) the foregoing supplemental bidder responsibility criteria form submitted by the presumptive low bidder; (2) additional information submitted by the presumptive low bidder in accordance with Section 6 above, if any; and (3) additional information obtained during my evaluation of bidder's submission, if any. Based on my review, I have determined on behalf of the City of Bellingham that bidder (is ___) (is not ___) responsible. This final determination was made in accordance with the procedures set forth in Section 6 above.

City Purchasing Manager or Designee

Date

-- End of Supplemental Bidder Responsibility Form --

BID SUBMITTALS

SVEN HOYT COMMUNITY GARDEN DEER FENCE

**EXHIBIT A
TO PUBLIC WORKS AGREEMENT**

BID PROPOSAL

To the City of Bellingham:

The undersigned bidder declares that he/she has carefully examined the Bid Documents, including the Contract Plans, Provisions, and Specifications for the construction of the **SVEN HOYT COMMUNITY GARDEN DEER FENCE**, project, has made an examination of the site of the proposed work, has made such investigations as are necessary to determine the conditions to be encountered, and that if this Bid Proposal is accepted, he/she will contract with the City of Bellingham, Washington (the "City"), in the form of contract hereto annexed, and will to the extent of his bid provide the necessary machinery, tools, apparatus and other means of construction, and will furnish all materials and labor as specified in the manner herein specified and according to the requirements of the Engineer.

The bidder agrees that they will complete all work as required within 60 working days after receiving notification from the Engineer to proceed. The bidder further agrees that they will pay liquidated damages for delay in completion as specified in Standard Specification 1-08.9.

No Washington State Sales Tax will be paid by the City on labor or services on street related items of work. For street related items of work, the bidder shall include within its Base Bid any contractor-paid Washington State Retail Sales Tax on materials, equipment, or supplies used or consumed in doing the work. For non-street related items of work, including water and sewer, Washington State Retail Sales Tax will be paid by the City and the amount of such tax shall be separately stated by the bidder in the space provided on this Bid Proposal form.

BID TOTALS

Base Bid	\$ _____
Sales Tax Total	\$ _____
TOTAL BID AMOUNT:	\$ _____

BID ADDITIVE ALTERNATE – RODENT FENCE

Add. Alt	\$ _____
Add Alt. Sales Tax Total	\$ _____
TOTAL ADD ALT.	\$ _____

Accompanying this Bid Proposal is cash, certified check or bid bond payable to the City Finance Director, this being the amount not less than five percent (5%) of the total bid including sales tax if applicable, based upon the above price according to the conditions of the Notice to Bidders and Special Provisions. If this Bid Proposal is accepted by the City, and the undersigned fails to execute a satisfactory contract and payment and performance contract bond, as stated in contract attached, then the City may, at its option, determine that the undersigned has abandoned the contract and thereupon this contract shall be null and void, and the security accompanying this Bid Proposal shall be forfeited to the City. Otherwise the security accompanying this proposal shall be returned to the undersigned.

Dated this _____ day of _____, 2021

By signing this Bid Proposal I duly swear that this bid herewith submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and I further say that I have not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that I have not in any manner sought collusion to secure to myself an advantage over any other bidder or bidders.

By signing this bid I acknowledge receipt of all Addenda (if any) and I acknowledge that I have verified this information by checking on the City's website for any Addenda that have been issued.

Submitted by:

Name of Bidder: _____

Address of Bidder: _____

Phone: _____ Fax: _____

Email: _____

Signature of Authorized Agent: _____

Print Name of Authorized Agent: _____

Contractor UBI Number: _____

Employment Security Department Number: _____

STATE OF WASHINGTON

COUNTY OF

} ss

I CERTIFY that I know or have satisfactory evidence that _____, signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED

(Seal or Stamp)

SIGNATURE OF NOTARY PUBLIC

PRINTED NAME

Notary Public
TITLE

MY APPOINTMENT EXPIRES

BID BOND

(City Form only, No other Bid Bond will be accepted)

KNOW ALL MEN BY THESE PRESENTS:

That we _____
_____, as Principal, and _____
_____, as Surety, are held and firmly bound unto the CITY OF BELLINGHAM as Obligee, in the penal sum at least equal to FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

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

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

SIGNED, SEALED and DATED this _____ day of _____, 2021.

Principal

Surety

_____, 2021

BID DEPOSIT

Attached is a deposit in the form of a certified check, cashier's check, or cash in an amount at least equal to five percent (5%) of the total bid.

The condition of this obligation is that if the City of Bellingham (the "City") shall make an award to the Principal for

SVEN HOYT COMMUNITY GARDEN DEER FENCE

(title of Project)

according to bid or proposal made by the Principal, and the Principal enters into a contract with the City in accordance therewith and provides the City with a bond for the faithful performance thereof, with Surety or Sureties approved by the City, the attached Bid Bond Deposit shall be returned to the Principal. Alternatively, if the Principal, after submitting a bid for the above named project, is awarded the Contract and fails to provide a performance bond acceptable to the City, Principal shall forfeit to the City the penal amount of the Bid Deposit.

SIGNED, SEALED and DATED this _____ day of _____, 2021.

Principal (Signature)

Company Name

Address

City/State

CONTRACT FORMS
SVEN HOYT COMMUNITY GARDEN DEER FENCE

CITY OF BELLINGHAM, WASHINGTON
PUBLIC WORK AGREEMENT
SVEN HOYT COMMUNITY GARDEN DEER FENCE

The **CITY OF BELLINGHAM**, a first-class municipal corporation of the State of Washington (hereinafter the "City"), and _____, a licensed contractor authorized to do business in the State of Washington, (hereinafter "Contractor"), hereby agree to enter into this Public Works Agreement ("Agreement") under the following terms and conditions in recognition of the mutual covenants and consideration contained herein.

I. THE PROJECT: Contractor shall do all work and furnish all labor, tools, materials, and equipment for SVEN HOYT COMMUNITY GARDEN DEER FENCE (the "Project") in accordance with the Contract, which includes this Agreement, Contractor's Bid Proposal, Contract Plans, Contract Provisions, Standard Specifications for Road, Bridge and Municipal Construction, most recent Edition, issued by the Washington State Department of Transportation ("Standard Specifications"), Addenda, and Change Orders (if any).

II. GENERAL REQUIREMENTS: The General Requirements of this Contract are set forth in Division 1 of the Standard Specifications, modified or supplemented as follows:

A. Definitions and Terms

1. All capitalized terms in this Agreement shall have the meaning ascribed to them in the Standard Specifications, unless otherwise defined herein.
2. Where the terms "Contract Form" or "Agreement Form" are used in the Standard Specifications, they shall be construed to mean this Agreement.
3. Where the terms "Washington State Transportation Commission", "State Department of Transportation", "Contracting Agency", or variations of same are used in the Standard Specifications, they shall be construed to mean "City of Bellingham" or "Owner".
4. Where the terms "Secretary of Transportation" or "Secretary" are used in the Standard Specifications, the terms shall be construed to mean the duly authorized representative of the City.

- B. Project Managers:** The term "Engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this Contract. The City designates Steve Nordeen as its Project Manager. Contractor designates _____ as its Project Manager, who is Contractor's representative to the City for all purposes under this Contract.
- C. Licenses:** Contractor must possess a Bellingham business registration prior to bid award and continuing throughout the duration of the Project. Additionally, by executing this Agreement, Contractor certifies it has all other applicable state and local licenses and has not been debarred from public contracting by either Washington State or the United States Government.
- D. Nondiscrimination:** Contractor shall comply with all applicable Federal, State and local non-discrimination laws and regulations in effect at the time this Agreement is executed.
- E. Taxes:** Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. All taxes, including applicable State Sales Taxes, are deemed included in the Contractor's invoices.
- F. Payment and Performance Contract Bond:**
1. *Requirement.* Contractor shall provide a Payment and Performance Contract Bond, in the form attached hereto, as specified in Section 1-03.4 of the Standard Specifications.
 2. *Exception.* On contracts of one hundred fifty thousand (\$150,000) or less, at the Contractor's option, the City will, in lieu of Payment and Performance Contract Bond, withhold retainage of ten percent (10%) of the Contract price until releasable under RCW 39.08.010. If Contractor does not submit a Payment and Performance Contract Bond to the City concurrently with the signed Agreement for projects of one hundred fifty thousand dollars (\$150,000) or less, Contractor agrees that the City may hold retainage of ten percent (10%) in the manner selected by Contractor on the attached Retainage Investment Option form.
- G. Insurance:** The insurance requirements for this Contract are contained in Section 1.07.18 of the Standard Specifications, modified as follows: a) Owners and

Contractors Protective ("OCP") insurance is not required; b) minimum coverage limits for Commercial General Liability ("CGL") insurance shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

H. Governing Law and Venue: This Contract and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement without recourse to any principle of Conflicts of Laws. The Superior Court of Whatcom County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Contract, except if jurisdiction lies solely in federal court, in which case the U.S. District Court for Western District of Washington shall be the exclusive venue.

III. PAYMENT, PREVAILING WAGES AND RETAINAGE:

A. Payment

1. This is a lump sum contract. The total amount to be paid to Contractor for the work provided herein is \$_____, which consists of a contract price of \$_____ and sales tax of \$_____.
2. Contractor will be paid pursuant to the Contract's terms, including Section 1-09.9 of the Standard Specifications. Payments will only be made for work completed, labor performed, and materials furnished in accordance with the Contract and shall represent the value of the work completed subject to any lawful deductions such as retainage, tax or as otherwise authorized. Payment does not constitute final acceptance of work performed or materials used therein. A final application for payment shall be prepared upon completion of the work, satisfaction of test requirements and fulfillment of the Contract. Any invoices submitted by Contractor must be approved by the Project Manager prior to payment. No final payment shall be made until the project is accepted by the City.

B. Prevailing Wages: Prior to any payment hereunder, Contractor is responsible for complying with applicable Washington State Department of Labor and Industries and Department of Revenue requirements and procedures, including but not limited to prevailing wage requirements of RCW 39.12. This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages Paid, Notice of Completion of Public Work Contract, and any other required documents.

- C. **Retainage:** Retainage will be administered in accordance with Chapter 60.28 RCW and the Standard Specifications.

IV. TIME FOR COMPLETION; SCOPE OF WORK:

- A. **Time for Completion:** Contractor shall begin work within ten business days of Notice to Proceed and will complete work on or 60 working days.
- B. **Scope of Work:** All work necessary for a complete deer deterrent fence and gates, including erosion control, site restoration, footings, export and disposal of excavated material, concrete post bases, wood fence, metal mesh fence infill, and all other required work. See Exhibit "A" attached and incorporated herein by this reference.

EXECUTED, this _____ day of _____, 2021, for **CONTRACTOR** , by:

Sign: _____

Print: _____

Title: _____

EXECUTED, this _____ day of _____, 2021, for the **CITY OF BELLINGHAM** by:

Departmental Approval:

Mayor

Department Head

Attest:

Approved as to Form:

Finance Director

Office of the City Attorney

STATE OF WASHINGTON

COUNTY OF

I **CERTIFY** that I know or } **SS** have satisfactory evidence that _____,
signed this instrument, on oath stated that he/she/they was/were authorized to execute the
instrument and acknowledged it as the _____ of _____
to be the free and voluntary act of such party for the uses and purposes mentioned in the
instrument.

DATED

(Seal or Stamp)

SIGNATURE OF NOTARY PUBLIC

PRINTED NAME

Notary Public
TITLE

MY APPOINTMENT EXPIRES

PAYMENT AND PERFORMANCE CONTRACT BOND
to the CITY OF BELLINGHAM, WASHINGTON

THE CITY OF BELLINGHAM, WASHINGTON (the "City") has awarded to _____
_____ ("Principal"), a contract for the construction
of the project designated as SVEN HOYT COMMUNITY GARDEN DEER FENCE ("Contract"),
and said Principal is required to furnish a payment and performance bond in accordance with
RCW 39.08 and, where applicable, RCW 60.28.

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, are jointly and severally held and firmly bound to
the City in the sum of _____
_____ US Dollars (\$ _____), subject to the provisions herein.

THE CONDITIONS OF THIS BOND ARE SUCH THAT, if the said Principal faithfully
performs all of the provisions of the Contract in the manner and within the time therein set forth,
or within such extension of time as may be granted under the Contract (notice of which extension
being hereby waived by the Surety), and shall pay all laborers, mechanics, subcontractors and
material suppliers, and all persons who supply said principal or subcontractors with provisions
and supplies for the carrying on of the Contract work, and shall hold the City harmless from any
loss or damage occasioned to any person or property by reason of any carelessness or
negligence of the Principal, or any subcontractor in the performance of the Contract work, and
shall hold the City harmless from any loss or damage occasioned to any person or property by
reason of any carelessness or negligence of the Principal, or any subcontractor in the
performance of the Contract work, and shall indemnify and hold harmless from any direct or
indirect damage or expense by reason or failure of performance as specified in the Contract or
from defects appearing or developing in the material or workmanship provided or performed under
the Contract, then and in that event this obligation shall be void; but otherwise it shall be and
remain in full force and effect until, at a minimum, claims filed in compliance with Chapter 39.08
RCW are resolved and all other conditions set forth herein are satisfied.

PROVIDED FURTHER, that if said Contract is a public improvement contract involving
the construction, alteration, repair, or improvement of any highway, road, or street funded in whole
or in part by federal transportation funds, then an additional condition of this bond shall be that
this bond secures full payment to the State of Washington, including the departments of Revenue,
Employment Security, and Labor and Industries, with respect to taxes imposed pursuant to Titles
50, 51, and 82 RCW which may be due.

THE SURETY, FOR VALUE RECEIVED, FURTHER 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 modification 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.

THE SURETY ACKNOWLEDGES that the City will execute the Contract after the date of execution of the power of attorney attached to this bond, and the Surety further represents that the power of attorney will be valid on the date of Contract execution.

PRINCIPAL

SURETY

Sign

Sign

Print Name, Title

Print Name, Title

Date of Execution

Date of Execution and Seal

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

APPROVED AND ACCEPTED this _____ day of _____, 20__ for the **CITY OF BELLINGHAM** by:

Departmental Approval:

Mayor

Director

Attest:

Approved as to Form:

Finance Director

Office of the City Attorney

RETAINAGE INVESTMENT OPTION

SVEN HOYT
COMMUNITY GARDEN
DEER FENCE

Contractor: _____ Project Name: _____

Date: _____ Project Number: _____

Pursuant to RCW 60.28.010, as amended, you may exercise an option as to how retainage under this contract will be invested. Please complete and sign this form indicating your preference. If you fail to do so, the City will deposit the funds in a Guarantee Deposit account, and you will miss the benefit of any interest earned. Select one of the following options:

- 1. **Savings Account:** Money will be placed in an interest-bearing account. The interest will be paid to you directly, rather than kept on deposit. Please state the name of your bank. _____
- 2. **Escrow/Investments:** The City will deliver retainage checks to a selected bank, pursuant to an escrow agreement. The bank will then invest the funds in securities or bonds selected by you, and interest will be paid to you as it accrues.
Preferred bank: _____
Securities/bonds: _____
- 3. **Guarantee Deposit:** Retainage will be deposited in a manner selected by the City. No interest is payable to the Contractor.

Retainage is normally released 45 days' after final acceptance of the work, or following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be retained longer, due to its seasonal nature.

State law allows for limited early release of retainage in certain circumstances.

Contractor acknowledges that any Escrow Account Agreement or Savings Account Agreement executed by Contractor will be publicly available on the City's website along with other Contract Documents for this Project.

Contractor's Signature

Title

ESCROW AGREEMENT

TO BANK: _____ ESCROW NO.: _____

BANK'S ADDRESS: _____

AGENCY: CITY OF BELLINGHAM
210 Lottie Street, Bellingham, Washington, 98225

CONTRACT NO.: _____

PROJECT TITLE: SVEN HOYT COMMUNITY GARDEN DEER FENCE

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF BELLINGHAM, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the CONTRACTOR, bonds or other securities chosen by the CONTRACTOR and approved by the AGENCY. Attached is a list of such bonds, or other securities approved by the AGENCY. Other bonds or securities, except stocks may be selected by the CONTRACTOR, subject to express written approval of the AGENCY. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the AGENCY as provided in Paragraph 4 of this Escrow Agreement.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the AGENCY'S warrants) except in accordance with written instructions from the AGENCY. Compliance with such instructions shall relieve you of any further liability related thereto.
4. In the event the AGENCY orders you to do so in writing, you shall, within thirty-five (35) days' of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other moneys held by you hereunder, to the AGENCY.
5. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any property placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR of the securities and moneys held

hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

6. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
7. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heir of the parties hereto.

Contractor

CITY OF BELLINGHAM

Agency

By: _____

By: _____

Finance Director

Title

Date: _____

Address: _____

Date: _____

The above escrow agreement and instructions received and accepted this _____ day of _____, 2021.

Bank Name

Authorized Officer

SECURITIES AUTHORIZED BY AGENCY

1. Bills, certificates, notes or bonds of the United States;
2. Other obligations of the United States or its agencies;
3. Obligations of any corporation wholly owned by the government of the United States;
4. Indebtedness of the Federal Nation Mortgage Association; and
5. Time deposits in commercial banks.

SAVINGS ACCOUNT AGREEMENT

TO BANK: _____ SAVINGS ACCT NO.: _____

BANK'S ADDRESS: _____

AGENCY: CITY OF BELLINGHAM
210 Lottie Street, Bellingham, Washington, 98225

CONTRACT NO.: _____

PROJECT TITLE: SVEN HOYT COMMUNITY GARDEN DEER FENCE

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF BELLINGHAM, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be placed by you in an interest-bearing savings account.
2. When and as interest on the savings account accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the principal held by you pursuant to this agreement, except in accordance with written instructions from the AGENCY. Compliance with such instructions shall relieve you of any further liability related thereto.
4. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any moneys placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR, whereupon you shall be granted a first lien upon such moneys released and shall be entitled to reimburse yourself from such moneys for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the moneys held by you hereunder, or in the event that the conditions of this agreement are not promptly fulfilled, or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this agreement, or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services for the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

5. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
6. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY. You are not a party to nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
7. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heir of the parties hereto.

<p>_____</p> <p><i>Contractor</i></p> <p>By: _____</p> <p>_____</p> <p style="padding-left: 40px;"><i>Title</i></p> <p>Address: _____</p> <p>_____</p> <p>_____</p> <p>Date: _____</p> <p>_____</p>	<p style="text-align: center;">CITY OF BELLINGHAM</p> <p>_____</p> <p><i>Agency</i></p> <p>By: _____</p> <p style="padding-left: 40px;"><i>Finance Director</i></p> <p>Date: _____</p>
--	--

The above savings account agreement and instructions received and accepted this ____ day of _____, 2021.

Bank Name

Authorized Officer

GENERAL PROVISIONS

SVEN HOYT COMMUNITY GARDEN DEER FENCE

The Standard Specifications for Road, Bridge and Municipal Construction, current edition as of the bid advertisement date, and the current version of the Standard Plans for Road, Bridge and Municipal Construction, both as prepared by the Washington State Department of Transportation (WSDOT) and the City of Bellingham Development Guidelines and Improvement Standards, including the Standard Plans, and the [Design Standards for Park and Trail Development](#) and [Public Works Development Guidelines and Improvement Standards](#), all are referred to hereinafter collectively as the “Standard Specifications”.

The Standard Specifications are hereby made a part of this Contract. When the City of Bellingham Development Guidelines and Improvement Standards are referred to separately from the WSDOT publications, they are hereinafter referred to as “City Standards.” The Standard Specifications, except as may be modified or superseded by these Contract Documents, shall govern all phases of the work specified in these Contract Documents. In the event of conflict with the Standard Specifications, the modifications given by the special provisions provided in these Contract Documents shall govern.

Also incorporated into the Contract Documents by reference are the following:

1. Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any.
2. Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition.
3. Standard Plans.
4. Contract Plans.

The current edition of the City Standards are available at <https://www.cob.org/gov/rules/standards>

The current edition of the WSDOT Standards is available at: <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>

The Contractor shall obtain copies of these publications at Contractor’s own expense.

Whereas any subsection or portion thereof of the Standard Specifications is deleted, amended, altered, or changed hereafter, it is meant to pertain only to that particular portion of the section and in no way should it be interpreted that the balance of the section does not apply. The Contractor is fully responsible for coordinating the specification requirements in all related sections and divisions of the work.

G-10 Specifications

The "Standard Specifications" referred to herein shall mean the current Standard Specifications for Road, Bridge, and Municipal Construction and the Division One APWA Supplement. The "Standard Plans" referred to herein shall mean the Standard Plans for Road and Bridge Construction as published by the Washington State Department of Transportation. The Special Provisions herein contained shall supersede any provisions of the Standard Plans and Standard Specifications in conflict herewith.

G-15 Definitions and Terms

- A. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", or variation of same are used in the Standard Specifications; they shall be construed to mean "City of Bellingham" or "Owner".
- B. Where references are made to the "State Treasurer", the term shall be construed to mean the City's "Finance Director".
- C. Where the term "Secretary of Transportation" or "District Administrator" are used, the terms shall be construed to mean "City Engineer".

G-20 Prequalification of Bidders

Bidders shall be qualified by experience, financing, equipment, organization and performance to do the work called for in the contract documents. The Owner reserves the right to take whatever action it deems necessary to ascertain the ability of the bidder to perform the work satisfactorily. This action may not include a prequalification procedure, but may include a pre-award survey of the bidder's qualifications. Any reference in the Standard Specifications requiring prequalification is hereby deleted.

In order to be considered a responsible bidder, the bidder must have a certificate of registration at the time of bid submittal; a current state unified business identifier number; and if applicable, industrial insurance coverage for the bidder's employees working in Washington, an Employment Security Department number, and a state excise tax registration number. In addition, the bidder must not be disqualified from bidding on any public works contracts.

G-25 Proposals and Bonds

Section 1-02.9 of the Standard Specifications is revised to read: Each proposal shall be sealed in a separate envelope, properly addressed to the Owner with the address indicated on the proposal form. The name and address of the bidder and the name of the project for which the bid is submitted shall be clearly written, printed or typed on the outside of the envelope.

In addition to the bid bond, the Contractor will provide a contract bond in the form made part of these contract documents. In addition to Section 1-03.4 of the Standard Specifications, the contract bond shall indemnify the City from defects appearing or developing in the material or workmanship provided or performed within a period of one year after its acceptance by the City.

Before work begins, the successful bidder must have a valid City of Bellingham Business Registration Certificate and will be subject to paying Bellingham business and occupation taxes. For additional information, call the Finance Department, (360) 778-8000. Direct any bidding questions to the Purchasing Office (360) 778-7750 and any technical questions to the Project Engineer (360) 778-7900.

G-26 Plans and Specifications'

Following award of the contract, the City will provide to the Contractor 3 sets of full size plans and specifications for use during the construction.

G-28 Pedestrian Control and Protection

Section 1-07.23(2) is supplemented with the following:

All existing pedestrian routes and access points within the project limits, including sidewalks and crosswalks, shall remain open and clear at all times using the provided pedestrian detour plan for control and protection. If the Contractor wants to modify the provided pedestrian detour plan to better coordinate the operation of the project, the Contractor may propose a revised pedestrian detour plan that complies with the MUTCD, ADA requirements, and these Specifications. Contractor proposed TCP's detailing the alternative accessible pedestrian route shall be approved by the Engineer prior to implementation. The plans will either be returned for correction, approved as noted, or approved for use by the end of a 10-day review period. Each time the plan is returned for correction, an additional 10-day review period may be necessary.

Protective barricades, fencing, and bridges, together with warning and guidance devices and signs, shall be utilized so that the passageway for pedestrians is safe, well defined and accessible. Whenever pedestrian walkways are provided across excavations, they shall be provided with suitable handrails. Foot bridges shall be safe, strong, and free of bounce and sway, have a slip resistant coating, and be free of cracks, holes and irregularities that could cause tripping. Ramps, with a maximum slope of 8.3%, shall be provided at the entrance and exit of all raised footbridges. The maximum cross slope shall be 1.5%. When the existing facility is illuminated or TCP's requires illumination, illumination shall be provided during the hours of darkness. Retroreflective delineation shall be provided during hours of darkness.

Where accessible pedestrian routes are allowed to be closed by the Engineer during construction, an alternate accessible pedestrian route shall be provided that complies with the MUTCD, ADA requirements and these Specifications. The alternate accessible pedestrian route shall not have abrupt changes in grade or terrain. Barriers and channelizing devices shall be detectable to pedestrians who have visual disabilities. Where it is necessary to divert pedestrians into the roadway, barricading or channelizing devices shall be provided to separate the pedestrian route from the adjacent vehicular traffic lane. Barricading or channelizing devices used to separate pedestrian and vehicular traffic shall be crashworthy and, when struck by vehicles, present a minimum threat to pedestrians, workers, and occupants of impacting vehicles. At no time shall pedestrians be diverted into a portion of the street used concurrently by moving vehicular traffic.

In addition the Traffic Control Plan shall address the following:

- A.** All pedestrians, including persons with disabilities, shall be provided with a safe and accessible route.
- B.** The width of the existing pedestrian facility shall be maintained if possible. When it is not possible to maintain a minimum width of 60-inches throughout the entire length of the pedestrian route, a minimum width of 48-inches shall be provided with 60-inch x 60-inch passing zones spaced at maximum intervals of 200-feet to allow individuals in wheelchairs to pass.
- C.** Traffic control devices and other construction materials and features shall not intrude into the usable width of the sidewalk, alternate accessible pedestrian route, or other pedestrian facility.
- D.** Signs and other devices mounted lower than 84-inches above the temporary accessible pedestrian route shall not project more than 4-inches into the accessible pedestrian route.
- E.** A smooth, continuous hard surface shall be provided throughout the entire length and width of the pedestrian route throughout construction. There shall be no curbs or vertical elevation changes greater than ½-inch in grade or terrain that could cause tripping or be a barrier to wheelchair use. Vertical elevation differences between ¼-inch and ½-inch shall be beveled at a maximum 2:1 slope.
- F.** When channelization is used to delineate a pedestrian pathway, a continuous detectable edging shall be provided throughout the length of the facility such that pedestrians using a cane can follow it. Edging shall protrude at least 6-inches above the surface of the sidewalk or pathway with the bottom of the edging a maximum of 2-1/2 inches above the surface.
- G.** Temporary ramps shall be provided when an alternate accessible pedestrian route crosses a curb and no permanent curb ramps are in place. The width of the curb ramp shall be a minimum of 48-inches and the maximum slope of the ramp shall be 8.3%. The maximum cross slope shall be 2.0%. The bottom of the curb ramp shall be flush with the Roadway. Temporary detectable warning mats shall be installed at street crossings.
- H.** When possible, an alternate accessible pedestrian route shall be provided on the same side of the street as the disrupted route. When it is not possible, the alternate route shall be clearly identified at the nearest intersection crossing prior to the closure area.
- I.** Information regarding closed pedestrian routes, alternate crossings, and sign and signal information shall be communicated to pedestrians with visual disabilities by providing devices such as audible information devices, accessible pedestrian signals, or barriers and channelizing devices that are detectable to the pedestrians traveling with the aid of a cane or who have low vision.
- J.** It is desirable that pedestrians cross to the opposite side of the roadway at intersections rather than mid-block. Appropriate signing shall be placed at the intersections prior to any pedestrian route closure.
- K.** If not otherwise stated in the contract provisions, access to transit stops shall be provided and maintained at all times. Transit stops may be temporarily relocated with approval of the transit agency and the Project Engineer.
- L.** At locations where adjacent alternate walkways cannot be provided, appropriate

signs shall be posted at the limits of construction and in advance of the closure at the nearest crosswalk or intersection, to divert pedestrians across the street. Physical barricades shall be installed to prevent visually impaired people from inadvertently entering a closed area.

1-10.1(2) Description

The following new paragraph is inserted after the second paragraph:

Unless otherwise permitted by the Contract or approved by the Project Engineer, the Contractor shall keep all existing pedestrian routes and access points (including sidewalks, paths and crosswalks) open and clear at all times.

G-30 Traffic Control Signs

The Contractor shall provide all traffic control and detour signs and any reference in the Standard Specifications that these signs are to be provided by the City is hereby deleted. Signing shall be in accordance with the latest adopted edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" as Published by the U.S. Department of Transportation.

Signs shall meet the following standards:

- A.** They shall conform in size, shape, color, and message with those in Part VI of the MUTCD.
- B.** The use of stripes (other than the standard border) or other geometric patterns or contrasting colors on or around the sign in an attempt to make it more conspicuous shall not be permitted; however, standard fluorescent red-orange flags or yellow flashing lights may be used for added emphasis so long as they do not interfere with the sign message.
- C.** All signs used shall be properly reflectorized except for parking and pedestrian prohibition signs. Reflectorization of the sign face shall be accomplished using an approved weatherproof, reflectorized sheeting. Paint impregnated with glass beads shall not be used. Where reflectorization is rendered ineffective due to extraneous light sources, the sign shall be illuminated either externally or internally. Where external illumination is used, the source shall be properly shielded to reduce glare. Street or highway lighting shall not be considered adequate for illuminating signs. All reflectorized or illuminated signs should be checked by the Contractor during the hours of darkness to insure that they are functioning properly.
- D.** Signs shall be constructed from material which will not deteriorate abnormally under normal weather conditions. Sign blanks should be weatherproof plywood or non-corrosive metal. Roll-up signs fabricated from vinyl-coated nylon or vinyl-coated nylon mesh may also be used. If such signs are not reflectorized, they shall not be used at night.

G-31 Traffic Control Within and Abutting the Project

Any time the Contractor's operation is expected to disrupt the normal flow of traffic, the Contractor shall submit a traffic control plan to the Engineer for approval. As construction progresses, each traffic control plan shall be modified and re-submitted

if deemed necessary by the Engineer. All signing and traffic control measures shall conform to the Manual on Uniform Traffic Control Devices as adopted by the State of Washington. Construction shall not be allowed to commence until the traffic control plan is approved.

Streets within the project limits may be closed to traffic by the Contractor only under the following conditions:

- A.** The Contractor submits a complete signing and traffic control plan to the Engineer for approval five (5) working days prior to the desired implementation date.
- B.** Approved traffic controls to be in place and operational before commencement of construction.
- C.** The Contractor shall have total responsibility for the procurement, installation and maintenance of all traffic control devices required for the duration of the contract.
- D.** Traffic control as needed to provide safety for the site shall remain in place until the punch list is completed or as directed by the Engineer.
- E.** Arterial Streets
- F.** Complete closure of any arterial is strictly prohibited unless otherwise noted on the plans.
- G.** Flagging or lane closures, if allowed, shall be prohibited between the hours of 7:00 a.m. to 9:00 a.m., and 4:00 p.m. to 6 p.m. unless approved by City traffic personnel.

All costs encountered in the maintenance of traffic, including the placement of traffic cones, construction signs, detours, etc., and traffic control within and abutting the project as specified above and in the Standard Specifications shall generally be considered incidental to traffic control labor unless otherwise specified and no compensation shall be allowed.

The Contractor shall use an acceptable means of securing signs, cones and barricades to prevent them from being wind-blown or tipped while in service.

G-32 Notification of Adjacent Residents and Businesses

The Contractor shall notify residents and business occupants in writing a minimum of 48 hours and a maximum of 72 hours prior to any work affecting access or service. A daily notification record shall be maintained during the life of the contract. A copy of the notification record shall be supplied to the Engineer upon request. Access interruptions shall be minimized whenever possible. Any costs associated with these requirements shall be considered incidental to other items of work.

G-35 Existing Utilities

The Contractor is cautioned that overhead and underground utilities exist in the construction area which may interfere with progress of work. The Contractor shall make every effort to locate the utilities ahead of the excavation and shall be

responsible for their maintenance and protection during his operation. The Contractor is cautioned that the locations of existing utilities which are shown on the plans are approximate.

In the event that the owners of the utilities select to relocate them, the Contractor shall schedule and coordinate his work with that of the utilities owner so as to cause a minimum of mutual interference. Contractor shall notify the City within 48 hours per the procedures outlined in Section 1-04.5 of the Standard Specifications, if there is any delay by the utility owner that is causing the Contractor delay for which the Contractor may seek relief. Any delay or rescheduling of the Contractor's work caused by the relocation of utilities that is due to coordination or timing issues between the Contractor and utilities may be considered as incidental to construction for which additional compensation may not be allowed. The City will not pay for supporting utilities poles during construction. Support of poles shall be considered as incidental to construction and no additional compensation shall be allowed.

Any damages to existing utilities resulting from the Contractor's operation shall be reported to the appropriate utility purveyor and to the Engineer. Such damage shall be repaired at the Contractor's expense.

G-38 Contractor's Daily Activity Log

Upon request, the Contractor shall provide the City with a copy of the signed daily activity log by. All force account billings shall include a copy of the contractor's daily activity log. Claims or protests based on daily activity without a timely submission of the daily activity log shall be denied.

G-40 Hours of Work

Contractors desiring to perform contractual work on City holidays, Saturdays or Sundays; or before 7:00 a.m. or after 5:00 p.m. on other days, shall submit a written request to the Engineer at least 10 days prior to the work. The Engineer shall determine whether such work is essential as it pertains to impacts to property owners, transportation through the site, and other utilities. If such work is determined to be essential, permission will be granted under the below provisions for overtime inspection

Inspection shall be required during time the Contractor is working on the construction site. Inspection, except for overtime inspection, shall be paid by the City of Bellingham at no cost to the Contractor. In the event the Contractor schedules his work in such a way as to make overtime inspection necessary, the Contractor agrees to pay for said inspection.

All time prior to 7:00 a.m. and after 5:00 p.m. on normal working days and all time on Saturdays, Sundays, and City holidays, shall be considered overtime. Costs for overtime shall be calculated based on the Inspector's hourly wages plus benefits, plus 20% overhead. All overtime costs shall be deducted from any monies due the Contractor on a monthly basis.

G-42 Staging Area

The City is not providing a staging area for this project. Any temporary storage of materials in the right of way more than two weeks prior to installation shall require

approval of the Engineer. Stockpiling of aggregate base or excavated materials in the right of way shall not be permitted without the engineer's authorization. Contractor is responsible for all permits and authorization for staging areas.

G-45 Retainage

Retainage will be administered in accordance with RCW 60.28.010, as amended, and in accordance with the "Retainage Investment Option" form, made part of these contract documents.

G-50 Construction Staking

Construction staking, as outlined in Section 1-05 of the Standard Specifications, shall be provided by the Contractor.

G-53 Materials Testing

Materials testing, as outlined in Section 1-06.2 of the Standard Specifications, shall be provided by the City.

G-55 Sales Tax

The 8.8% retail sales tax required to be paid by the Contractor on the contract price under Title III of the "Revenue Act of 1935" as amended, shall not be included in the bid item price in the contract. Sales tax for water and sewer related items will be computed by the Engineer and paid to the Contractor on the monthly construction estimates. No Washington State Sales Tax will be paid by the City of Bellingham on street related items of work unless otherwise identified in the bid schedule.

G-57 Permits

The Contractor shall be responsible for meeting the requirements of all Permits and comply with applicable standards, including but not limited to implementing, inspecting and filing reports, maintaining, replacing, and removing Temporary Erosion and Sediment controls (TESC), and Spill Prevention, Control, and Countermeasure (SPCC) measures. All reporting requirements are incidental to the described items and no additional measurement and payment will be made. Permits may include National Pollutant Discharge Elimination System to: Nationwide Permit (USACE), Hydraulic Project Approval (HPA) and /or WA Department of Ecology 401 Water Quality Certification.

Upon award of the Contract the Contractor shall have the site NPDES permit transferred from the City of Bellingham into the Contractor name. All fees and paperwork associated with the permit transfer shall be the responsibility of the Contractor. No work may commence until this permit transfer is completed.

G-60 Handicapped

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices. Employment practices covered by these provisions include: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to Section 503 of the Rehabilitation Act of 1973.

In the event of the Contractor's noncompliance with the requirements of this affirmative action clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued under Section 503. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director of OFCCP, provided by or through the City. Such notices shall state the Contractor's obligation under the law to take affirmative action in accordance with Section 503. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 503. With this inclusion in subcontracts and purchase orders, the provisions of the affirmative action clause will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct to enforce such provisions, including action for noncompliance.

G-68 Construction Recycling Plan

The Contractor shall submit a construction recycling plan for the project that shall identify components of the construction scope where recycling can be employed that includes an average minimum of 5% reuse or use of recycled aggregate in the various bid items that meets 9-03-21 of the specifications. Plan shall demonstrate an average minimum of 5 percent reuse or use of recycled aggregate in the various bid items that meet Section 9-03.21 of the Standard Specifications. This document shall be submitted at the project Pre-Construction meeting prior to construction. Potential items to be covered in the recycling plan are as follows:

- A. Recycling of demolished material such as asphalt, concrete, wood, and others
- B. Re-use of on-site materials such as excavated material, topsoil, hardscapes, and others as trench backfill, road subgrade, fill and site stabilization
- C. Import of recycled material for use on site such as asphalt, topsoil, mulch, woodchips and others
- D. Recycling of packaging from materials for site activities
- E. Stockpile and re-use of plant material on site

F. Any other opportunities for waste reuse not identified

G-70 Disposal of Surplus Excavated Material

All excavated material deemed by the Engineer to be surplus material shall be hauled to a waste site obtained by the Contractor, and disposed of in accordance with all applicable local, State and Federal requirements. If the quantity of surplus material hauled to any waste site exceeds 50 cubic yards, the Contractor shall obtain a Fill and Grading Permit from the Bellingham Planning and Economic Development Department or Whatcom County, whichever is appropriate. The Contractor is encouraged to reuse and recycle materials from the site whenever appropriate. A copy of the permit shall be submitted to the Engineer prior to the Contractor's use of the site. Failure by the Contractor to provide a Fill and Grading Permit, where appropriate, will result in deduction of material excavation and haul costs from the City's monthly payments to the Contractor.

G-72 Stormwater Management Permit

Stormwater best management practices (BMP's) shall be used on this project to comply with the standards of Chapter 15.42 of the Bellingham Municipal Code. The Contractor shall be responsible to obtain a City of Bellingham Stormwater Management Permit prior to receiving notice to proceed. A copy of the permit application is provided herein and shall be returned to the City for processing together with the contract documents. The permit fee shall be paid by the City.

G-90 Force Account

Force Account shall be in accordance with Section 1-09.6 of the Standard Specifications except as follows:

Force account items shall be agreed upon in the field between the contractor and the inspector on a daily basis. Costs for force account work shall be submitted to the Engineer on a weekly basis.

Payment for small tools shall be considered incidental for payment of Contractor Crew Truck. In cases where no crew truck is used, payment for small tools shall be limited to 3-percent of amount paid for equipment. Equipment rates shall be limited to the maximum amount established by the FHWA Blue Book.

G-95 Safe Workplace

Contractor warrants that before starting the job, it will develop and furnish the City with a copy of its written Accident Prevention Program (APP) and a site specific Safety Plan, which identifies anticipated job safety hazards within the scope of its contract and for all phases of its contract and which addresses the specific means it will use to address each hazard. Contractor warrants that its APP and Safety Plan conforms to the requirements of the Washington Industrial Safety and Health Act. Contractor warrants it will ensure that its employees follow all APPs, Safety Plans and work rules. Contractor warrants that it will communicate all work rules to its employees and that it has a progressive disciplinary plan for safety or work rule violations which it consistently enforces and will continue to enforce throughout the

length of this contract, no matter who discovers the violation. Contractor warrants that it will select and furnish to its employees all appropriate safety equipment and participate fully in coordination of all safety issues among all contractors/subcontractors on the job. Contractor warrants that it will make its APP and Safety Plan available and accessible at the site to all of its employees. Contractor agrees that it will have available in its job file weekly documentation relating to Contractor's safety compliance, identification of hazards or safety violations, actions taken to correct them, disciplinary action taken and safety training undertaken. Contractor warrants that it will provide safety training on a regular basis to all workers as required by WISHA, will conduct safety inspections as required by WISHA and will report all identified hazards. Contractor warrants and agrees that it and each of its employees will comply with all rules and regulations relating to safety, including but not limited to, the WISHA regulations. Contractor agrees to undertake any abatement actions required as a result of the discovery of violations. Contractor warrants and agrees to require each subcontractor to have its own APP and site specific Safety Plan as follows:

SAFE WORKPLACE NOTICE FROM CONTRACTOR TO SUBCONTRACTOR

As a subcontractor to _____ you are required to do the following:

- A. Have a written Accident Prevention Program (APP) and a site specific Safety Plan which identifies anticipated job safety hazards within the scope of your subcontract and for all phases of your subcontract, including the specific means you will use to address each hazard prior to starting the job. Your APP and Safety Plan must conform to the requirements of the Washington Industrial Safety and Health Act (WISHA). You must furnish us a copy of both the APP and the Safety Plan prior to starting the job. We will provide you with a copy of our APP, our site specific Safety Plan and our work rules prior to your starting the job.
- B. Select all appropriate safety equipment required to do the job and furnish it to your workers.
- C. Participate in coordination of all safety issues among all contractors on the job.
- D. Make your APP and Safety Plan available and accessible to your workers at the site.
- E. Abide by our work rules, which you will communicate to all of your workers. You must have a progressive disciplinary plan for safety or work rule violations which you consistently enforce, no matter who discovers the violations.
- F. Provide us weekly documentation relating to your safety compliance, identification of hazards or safety violations, actions taken to correct them, disciplinary action taken and safety training undertaken.
- G. Provide safety training on a regular basis to all workers as required by WISHA.
- H. Conduct safety inspections as required by WISHA and report all identified hazards.

SPECIAL PROVISIONS

SVEN HOYT COMMUNITY GARDEN DEER FENCE

Project Location: 1116 32nd ST (Sven Hoyt Community Garden)

Project Manager: Steve Nordeen 360-778-7103

Purpose: Install a deer fence around the existing community garden. The purpose of the fence is to deter deer from entering the garden.

In addition to other requirements included in these specifications, the Contractor shall:

1. Have experience building this type of fence by having satisfactorily completed at least 5 projects of this size within the last 3 years of the date of this bid.
2. Walk the site & confirm project conditions.
3. Furnish and install all materials.
4. Prepare and submit all permit documents; pay for all permit preparation work.
5. Call for utility locates and confirm utility locations.
6. Provide daily updates to project manager.
7. Coordinate work with the existing gardeners on site.
8. Supply traffic control measures when entering and leaving the entrance to the garden.
9. Meet the requirements of all required permits.

The city will relocate the garden shed and install an improved gravel driveway into the garden. The city will pay for all permit fees directly to the permit center.

In addition to other requirements in this project manual, the basis of bid shall include:

1. The fence will enclose the entire garden.
2. The total fence height is 8 feet tall, which includes fence panels that are 6 feet tall, posts that are 8 feet tall, and two cables evenly spaced above the fence panels and secured to the posts.
3. Wood structure is pressure treated wood. All fasteners shall be rated for outdoor use and be compatible with wood preservatives.
4. Fence, foundation, gates, and all other materials necessary to complete the work shall be furnished and installed per standard building specifications, industry standards.
5. Fence and gate staking, and layout will be coordinated with the city prior to installation. All coordination, planning, permitting, and other work is included in the bid price and shall be considered incidental to the bid.
6. Contractor shall obtain all required permits, which may include Building and Stormwater approvals.
7. Gates shall be 8 feet tall, include three hinges, and a locking latch.

8. Provide construction entrance, site mobilization, and all site restoration activities, as needed based on contractor's means and methods of construction, which shall be incidental to the other bid items.
9. Completion of project within 60 working days after Notice to Proceed is issued.

BID ADDITIVE ALTERNATE*

This additive alternate includes the installation of rodent fence along the entire length of the new fence.

Work includes obtaining a fill and grade permit, preparing permit documents to satisfy the permitting agencies, excavation of a 24 inch deep by 4-inch-wide opening into the ground and installing 1/4 x 1/4 inch galvanized mesh cloth to bottom rail of the fence, fastening the mesh to the bottom rail with coated nails or staples at 6" on center. Work also includes scheduling inspections and closing the permits to the satisfaction of the agencies. Fasteners shall be compatible with treated wood.

Mesh shall be secured around all footings.

Work also includes backfilling and restoring of the ground surface.

This additive alternate may not be awarded with the base bid.

MAP 1:



Map Notes:

1. South side running parallel with the access road, fence shall be 4 feet clear of the garden plots.
2. 7 GATES TOTAL (3 on west/3 on east, 1 on south).
3. Gates are noted in blue circles. Gates will be marked in the field by project manager.
4. The fence is pushed out on the North side. The north fence will include the hose spigots.

MAP 2:



PHOTO 1:



PHOTO 2: Note cable connections, tensioner, vinyl coated cable, and other details.



PHOTO 3: Note treated wood posts & top rail, cedar trim, and other details.



Additional requirements:

The basis of bid is a 6-foot-tall fence panel with 8-foot-tall fence posts as shown in Photo 1. Maximum clearance from the finished ground to the bottom rail shall be 3 inches. Infill panels shall be vinyl coated metal with opening size of 2 inch maximum. The gates shall be built with the same requirements as the deer fence.

This fence includes three top wires connected to 4" x 4" pressure treated posts reaching eight (8) feet high. Top wires shall be tensioned and securely connected to posts. Maximum post spacing is 8 feet between posts. Fence posts shall be direct buried into a concrete foundation.

Connection details, design, fasteners, and other material required to complete the work shall be designed to withstand 50 pounds per linear feet along the top rail, an independent 200-pound point load, and an independent wind pressure load of 15 pounds per square foot.

The contractor shall warranty the fence free from defects and flaws for one year. The fence shall meet all performance standards for a period of 1 year from project completion.

APPENDIX A

STATE PREVAILING WAGE RATES

SVEN HOYT COMMUNITY GARDEN DEER FENCE

Prevailing wages in effect the day of the bid opening can be found here:

<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>