

## RESOLUTION NO. 3279

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH DOOLITTLE CONSTRUCTION FOR THE 2025 CHIP SEAL AND SEAL COAT PROJECT.**

**WHEREAS** the City of Bonney Lake's annual Operations and Maintenance pavement management program includes chip seal and seal coat treatments applied to City streets; and

**WHEREAS**, the City of Bonney Lake identified streets that meet the pavement condition criteria for chip seal and seal coat; and

**WHEREAS**, the City has complied with all applicable bidding laws for this contract; and the City of Bonney Lake solicited quotes for the 2025 Chip Seal and Seal Coat project; and

**WHEREAS**, the City received two quotes for the 2025 Chip Seal and Seal Coat project and the lowest responsible quote was received by Doolittle Construction in the amount of \$243,207.30.

### **NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:**


**Section 1. Authorization of Contract.** The Mayor is authorized to sign the attached contract with Doolittle construction for the 2025 chipseal/ sealcoat project in the amount of \$243,207.30.

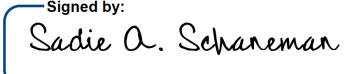
**Section 2. Contingency Authorized.** The amount of ten percent (10%) is authorized for Construction Contingency \$24,321. These amounts shall be based on the contract award amount for a total project construction budget of \$267,528

**Section 3. Implementation Authorized.** The Mayor is hereby authorized to take the actions necessary to implement this contract.

**Passed** by the City Council this 8<sup>th</sup> day of July 2025.

AUTHENTICATED:

Signed by:  
  
339AD7C13E9E492...  
Terry Carter, Mayor

Signed by:  
  
975A05C52D794C6...  
Sadie A. Schaneman, MMC, City Clerk

City of Bonney Lake, Washington  
**City Council Agenda Bill (AB)**

<b>Agenda Item Type:</b> Resolution	<b>Agenda Bill Number &amp; Ordinance/Resolution/Motion Number:</b> AB25-46 & R25-46	
<b>Department/Division Submitting:</b> Public Services	<b>Presenter:</b> Keith Proctor	<b>City Strategic Goal Category:</b> Mobility Vision

**Agenda Subject:** Authorizing The Mayor To Sign A Contract With Doolittle Construction For The 2025 Chip Seal And Seal Coat Project.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Contract With Doolittle Construction For The 2025 Chip Seal And Seal Coat Project.

**Administrative Recommendation:** Approve.

**Short Background Summary:** The Annual Pavement Management Program Includes Chip Seal And Seal Coat Surface Treatments With The Goal To Extend Pavement Life Before The Existing Asphalt Surface Is Degraded To A Condition Requiring Rehabilitation Or Replacement. The City Identified Streets With PCI Ratings Within The Range For Chip Seal And Seal Coat Surface Treatment And The Proposed Project For 2025 Includes 20,886 Square Yards Of Chip Seal; 18,212 Square Yards Of Seal Coat; And Miscellaneous Street Striping And Pavement Markings.

**Attachments:** Resolution R25-46, Public Works Contract, Exhibit A – Scope Of Work, Exhibit B – Quote Sheet, Exhibit C –, Inventory, And Map, Bid Tabulation.

**BUDGET INFORMATION**

<b>Budgeted Amount:</b> \$300,000	<b>Current Balance:</b> \$288,766	<b>Expenditure Amount Needed:</b> \$267,528	<b>Budgeted Balance Difference:</b> \$21,238
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**Budget Explanation:** 301.001.042.595.30.63.01 Chip Seal/ Seal Coat Street CIP.

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Public Hearing Date:**                      **Name Of Committee/Commission Public Hearing Was Done At:**

<b>Date &amp; Name Of Committee/ Commission Meeting</b>	<b>Return To Committee/ Commission/Board</b>	<b>Council Workshop Discussion</b>	<b>Consent Agenda</b>	<b>Council Full Issues</b>
Date: 06/17/2025 Name: CDC	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

**Hearing Examiner Review:**

**Preparer sent affected Department Director(s) copy of AB**

☐ Administrative Services   ☐ Court   ☐ Executive  
☐ Finance   ☐ Police   ☐ Public Services

**COUNCIL ACTION**

Workshop Date(s):

Meeting Date(s):      7/08/2025

Public Hearing Date(s):

Tabled To:

**APPROVALS**

**Department Director:**  
*Jason Sullivan*

**Mayor:**  
*Terry Carter*

**Date Reviewed By City Attorney (if applicable):**

## **CITY OF BONNEY LAKE CONTRACTOR AGREEMENT (UNDER \$350K)**

**THIS AGREEMENT (“Agreement”)** is made and entered into by and between the City of Bonney Lake (“**City**”) and Doolittle Construction LLC, organized under the laws of the State of Washington, located and doing business at 9350 Stone Quarry Road, Snoqualmie Washington 98065 (hereinafter referred to as “**Contractor**”).

### **RECITALS:**

**WHEREAS**, the City desires to have certain work, services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

**WHEREAS**, the Contractor represents that the Contractor is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the work, services and/or tasks set forth in this Agreement; and

**WHEREAS**, the City has complied with all applicable public bidding laws for this Project;

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

### **AGREEMENT:**

**1. Contract Documents.** The Contractor shall complete the Work described in the Contract Documents for the Project. The following documents are collectively referred to as the “Contract” and/or “Contract Documents”:

- 1.1 This Agreement signed by the City and the Contractor;
- 1.2 Division 1 of WSDOT Standard Specifications for Road, Bridge and Municipal Construction, the most current edition, together with APWA Supplement (1-99), subject to specific provisions contained within the Public Works Terms and Conditions;
- 1.3 The attached Special Provisions, Plans, and Specifications;
- 1.4 The versions of the International Building Code (IBC) and Energy Code Compliance which are currently in effect in Washington, as the same may be modified by the City, at the time this Agreement is executed and/or the permits for this Project are issued;
- 1.5 Written change orders or orders for minor changes in the Work issued after execution of this Agreement;
- 1.6 City of Bonney Lake Public Works Project Terms and Conditions;
- 1.7 City of Bonney Lake Insurance and Bonding Requirements;

- 1.8 Appendix A: Non-Discrimination Statutes and Authorities;
- 1.9 (If contract is less than \$150,000) Declaration of Option for Performance and Payment Bond or Additional Retainage;
- 1.10 Performance Bond;
- 1.11 Maintenance/Warranty Bond;
- 1.12 The Invitation to Bid, and bid proposal submitted by the Contractor, except when inconsistent with Contract Documents 1.1 – 1.7;
- 1.13 City of Bonney Lake Development Guidelines; and
- 1.14 The bid proposal submitted by the Contractor, except when inconsistent with Contract Documents 1.1 – 1.10.

All of the above listed Contract Documents are each made exhibits to this Agreement and are incorporated into the Agreement as if set forth in full. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. These Contract Documents complement each other in describing a complete work. Any requirement in one document binds as if stated in all. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically.

- 2. Date of Commencement and Substantial Completion Date.** The date of commencement shall be no later than ten (10) days from the date the City issues the Notice to Proceed. The Contractor shall substantially complete the Work not later than forty-five (45) WORKING DAYS FROM THE NOTICE TO PROCEED] subject to adjustment by change order.
- 3. Contractor to Comply with Contract Documents.** The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with the above-described Construction Contract Documents. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing of the work provided for in these Construction Contract Documents, except those items mentioned therein to be furnished by the City. Contractor represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.
- 4. Maximum Payment.** Subject to additions and deductions by change order, the construction maximum payment is the base bid amount of **Two Hundred Forty-Three Thousand Two Hundred Seven Dollars and Thirty Cents (\$243,207.30) (applicable sales tax included)** (hereinafter “Contract Sum”). The construction Contract Sum shall include all items and services necessary for the proper execution and completion of the work. The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and to do and cause to be done the work described in the Construction



Contract Documents and to complete and finish the same according to the plans and specifications and the terms and conditions herein contained; and hereby contracts to pay for the same at the time and in the manner and upon the conditions provided for in this Contract.

- 5. Responsibility for Damage.** The Contractor agrees that it shall promptly and fully repair and replace all property of the City and all property of others damaged by Contractor, Contractor's employees, sub-contractors, and agents.
- 6. Binding Effect of Contract Documents.** The Contractor does hereby agree to the full performance of all the covenants herein upon the part of the Contractor. Such agreement shall be binding upon Contractor's heirs, executors, administrators, successors, and assigns.
- 7. Limitation of Liability.** It is further provided that no liability shall attach to the City of Bonney Lake by reason of entering into this Construction Contract, except as expressly provided herein.
- 8. Compliance with Laws.** The Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The Contractor agrees to furnish insurance of the types and in the amounts set forth in the Construction Contract Documents. The Contractor warrants that it is licensed and authorized to do business under the laws of the State of Washington and has not been suspended or debarred in the past three (3) years.

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

- 8.1 *Compliance with Regulations.* The Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- 8.2 *Nondiscrimination.* The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
- 8.3 *Solicitations for Subcontracts, Including Procurements of Materials and Equipment.* In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and the

Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

8.4 *Information and Reports.* The Contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

8.5 *Sanctions for Noncompliance.* In the event of the Contractor's noncompliance with the Non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

A. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

B. Cancelling, terminating, or suspending the Agreement, in whole or in part.

8.6 *Incorporation of Provisions.* The Contractor will include the above provisions of sections 8.1 through 8.5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

**10. Warranty.** Upon acceptance of the contract work, Contractor must provide the City a one-year warranty bond in the amount of five percent (5%) of the contract price a form and amount acceptable to the City. The Contractor shall correct all defects in workmanship and

materials within one (1) year from the date of the City's acceptance of the Contract work, including replacing vegetation that fails to thrive. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) additional year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

**11. Indemnification.** Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Contractor's performance of this Agreement, except for that portion of the injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

## **12. Miscellaneous Provisions.**

12.1 *Non-Waiver of Breach.* The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.


12.2 *Resolution of Disputes and Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from the Parties' performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim,

shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the Parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, expert witness fees, and costs for such litigation, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section 11 of this Agreement.

- 12.3 *Written Notice.* All communications regarding this Agreement shall be sent to the Parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- 12.4 *Assignment.* Any assignment of this Agreement by either Party without the written consent of the non-assigning Party shall be void. If the non-assigning Party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- 12.5 *Modification.* No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.
- 12.6 *Entire Agreement.* The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the documents listed within this Agreement are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.
- 12.7 *Compliance with Laws.* The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.
- 12.8 *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this contract to be duly executed on the date first written above.

**CITY OF BONNEY LAKE**

Signed by:  
  
339AD7C13E9E492...  
Terry Carter, Mayor

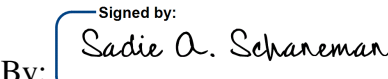
Date: 7/8/2025

**CONTRACTOR**

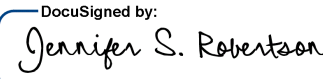
DocuSigned by:  
  
DA0315A392844C3...  
Aaron Kindt, Senior Vice President

Date: 7/14/2025 | 12:15 PM PDT

**ATTEST/AUTHENTICATE:**

Signed by:  
  
By: 975A05C52D794C6...  
Sadie A. Schaneman, MMC, City Clerk

**APPROVED AS TO FORM:**

DocuSigned by:  
  
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Jennifer S. Robertson, City Attorney

## **CITY OF BONNEY LAKE – PUBLIC WORK PROJECT TERMS AND CONDITIONS**

The following terms and conditions shall be used in conjunction with the Standard Specifications for Road, Bridge and Municipal Construction, the Edition that is most current at the time this Agreement is executed, together with the APWA Supplement (Section 1-99), as issued by the Washington State Department of Transportation and American Public Works Association, Washington State Chapter, hereinafter referred to as the “standard specifications”. The standard specifications, except as they may be modified or superseded by these provisions, shall govern all phases of work under this Contract, and they are by reference made an integral part of these specifications and Contract as if herein fully set forth.

When the provisions of the standard specification conflict with the terms and conditions as contained herein, the terms and conditions shall prevail.

1. **BID PRICE:** The bid price(s) shall include all necessary permits, fees and items of labor, material, equipment, tools, overhead and compensation, supplies, taxes, utilities, and other incidentals necessary to complete the work in a fully functional and operational state. All prices including bid prices are in US funds.

2. **DEFINITIONS:** The term “City” means Bonney Lake, Washington, “successful bidder” means the apparent lowest and best responsible bidder to whom an award is made, and “Contractor” means the successful bidder who has satisfied the requirements for the award and who receives a contract executed by the City. “Bidder” means the person, firm or corporation that has made an offer in response to the invitation to bid. “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations.

3. **LICENSING AND REGISTRATION:** The Contractor must have a Washington State certificate of registration per Chapter 18.27 RCW; 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 under RCW 39.06.010 or 39.12.065(3).

4. **PUBLIC WORK REQUIREMENTS:** This project constitutes a public work under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages and fringe benefits, payment and performance bonds and sales tax implications in making their bids. It is the sole responsibility of the bidder to ensure that the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their bid according to these specifications. The Contractor shall complete and file State of Washington, Department of Labor & Industries, Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid forms and shall familiarize itself with their requirements. The Contractor shall also be responsible for and pay all costs pertaining to the processing of these forms.

5. **PREVAILING WAGES:** The Contractor shall pay prevailing wages as required and shall comply with Chapters 39.12 and 49.28 RCW. Prior to beginning work under this Contract, the Contractor shall submit – on behalf of itself and each and every Sub-Contractor – a “Statement of Intent to Pay Prevailing Wages,” which must be approved by the Department of Labor and Industries (See link below.) Following the final acceptance of the project, the Contractor must submit – on behalf of itself and every Sub-Contractor -- an “Affidavit of Wages Paid” for final payment. Final payments shall be made in accordance with the requirements of Chapter 39.12 RCW. Refer to <https://fortress.wa.gov/Ini/wagelookup/prvWagelookup.aspx> for Washington State Prevailing Wage rates.

6. **INSURANCE REQUIREMENT:** The successful bidder will furnish insurance as stipulated in the Attachment entitled “Insurance Requirements.”

7. **RECEIPT OF ADDENDA:** All official clarifications or interpretations of the bid documents will be by written addenda only.

8. **PROJECT COMPLIANCE:** In compliance with the request for quotation, Bidder hereby proposes to perform all work for this project in strict accordance with the Contract Documents, at the Contract Sum, and within the time set forth herein with the understanding that time is of the essence in the performance of this Contract.

9. **TAXES:** Proposals shall include all applicable taxes except sales tax, which is a separate bid item. It shall be the Bidder’s responsibility to furnish Federal Excise Tax Exemption Certificate, when applicable.

10. **ERROR IN EXTENSION:** Unit price, when used, shall govern in case of extension error. If a discrepancy between the numerical unit price and the written (words) unit price is found, the written (words) unit price shall control.

11. **PERMITS AND FEES:** The Contractor shall furnish all permits, inspection fees, and fees required in the performance of this Contract, including those charged under RCW 39.12.070 by the Department of Labor and Industries for the approval of statements of intent to pay prevailing wages and the certification of affidavits of wages paid, etc. The Department may also charge fees to persons or organizations requesting the arbitration of disputes under RCW 39.12.060. The Contractor is responsible for all fees resulting from these statutes.

12. **CONTRACT:** The Contract, when properly signed, will be the only form that will be recognized by the City as an award. The executed Contract supersedes all previous communications and negotiations, except as referenced herein, and constitutes the entire agreement between the City and Contractor (Parties), except as provided herein. The Contractor shall not make any changes, alterations, or variations in the terms of the Contract without the written consent of the City. No terms stated by the Bidder in its proposal shall be binding on the City unless accepted in writing by the City. The successful bidder may not assign the Contract resulting from this invitation to bid without the City’s prior written consent. No waiver by the City of a breach of any provision of the terms and conditions outlined in the invitation to bid shall constitute a waiver of any other breach of such provision or of any other provisions.

13. **CHANGES:** The City may issue a written change order for any change in the Contract work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the Notice provision section of this Agreement, within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the Parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section 14 entitled, "Claims," below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

14. **CLAIMS:** If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

**FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.**

A. *Notice of Claim.* Provide a signed written notice of claim that provides the following information:

1. The date of the Contractor's claim;



2. The nature and circumstances that caused the claim;
  3. The provisions in this Agreement that support the claim;
  4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
  5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.
- B. *Records*. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

- C. *Contractor's Duty to Complete Protested Work*. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.
- D. *Failure to Protest Constitutes Waiver*. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. *Failure to Follow Procedures Constitutes Waiver*. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

15. **LIMITATION OF ACTIONS: CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.**

16. **WORK PERFORMED AT CONTRACTOR'S RISK:** Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

17. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Contractor warrants full compliance with all applicable local, state, or federal laws and regulations and agrees to

indemnify and defend the City against any loss, cost, liability, or damage, including reasonable attorney's fees, by reason of successful bidder's violation of this paragraph.

18. EMPLOYMENT OF STATE RETIREES: The City is a "DRS-covered employer" which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Contractor's employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Contractor is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Contractor shall determine whether any of its employees providing services to the City or any of the Contractor's owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Contractor. Contractor shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys' fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Contractor's failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

19. TERMINATION: This Contract may be terminated in whole or in part, without penalty, under the following conditions: 1) by mutual written agreement; 2) by the City for breach by the Contractor of any of the obligations or requirements set forth in the Contract Documents which would, at the option of the City, require the Contractor to assume liability for any and all damages, including the excess of re-procuring similar products or services; 3) for convenience of the City; or 4) by the City for non-appropriation of funds.

*A. Termination for Cause.* The City may, upon 7 days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for cause upon the occurrence of any one or more of the following events: Contractor fails to complete the work or any portion thereof with sufficient diligence to ensure substantial completion of the work within the contract time; Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; Contractor fails in a material way to replace or correct work not in conformance with the Contract Documents, Contractor repeatedly fails to supply skilled workers or proper materials or equipment; Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or Contractor is otherwise in material breach of any provision of the contract. Upon termination, the City may, at its option, take possession of or use all documents, materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the work, and finish the work by whatever other reasonable method it deems expedient.

- B. *Termination for Convenience.* The City may, upon written notice, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for the convenience of the City.
- C. *Settlement of Costs.* If the City terminates for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments.

20. COMPLIANCE WITH TERMS: The City may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.

21. PAYMENT: Contractor shall maintain time and expense records and provide them to the City along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice. All invoices shall be paid by the City within 45 days of receipt of a proper invoice. If the services rendered do not meet the requirements of the Contract, Contractor will correct or modify the work to comply with the Contract. City may withhold payment for such work until the work meets the requirements of the Contract.

22. DISPUTE RESOLUTION: In the event there is a dispute between the Parties, the Parties agree to resolve that dispute in the following manner: (a) The Parties shall attempt in good faith to resolve any dispute promptly through negotiation. Either Party may give the other Party written notice that a dispute exists (a "Notice of Dispute"). The Notice of Dispute shall include a statement of such Party's position. Within ten (10) days of the delivery of the Notice of Dispute, the Parties shall meet at a mutually acceptable time and place and attempt to resolve the dispute; (b) If the Parties are unable to resolve the dispute, they may elect to submit the dispute to mediation. The cost of the mediation shall be borne equally by the Parties. The mediator shall be selected by the mutual agreement of the Parties; (c) If the mediation does not result in a settlement of the dispute, then either Party may file a lawsuit with Pierce County Superior Court.

## CITY OF BONNEY LAKE – INSURANCE REQUIREMENTS

Insurance Term. The Contractor shall procure and maintain for the duration of the Contract with the City, insurance as described herein, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the physical completion date, unless otherwise indicated herein. Such insurance shall be against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, and subcontractors and shall meet the requirements herein.

No Limitation. The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance. The Contractor shall obtain insurance of the types described below:

- *Automobile Liability* insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- *Commercial General Liability* insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named by endorsement as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG or substitute endorsements providing equivalent coverage.
- *Workers' Compensation* coverage as required by the Industrial Insurance laws of the State of Washington.
- *Employers' Liability* coverage to include bodily injury, and bodily injury by disease. Employers Liability coverage may be included in the Contractor's General Liability Coverage or as a stand-alone policy.
- *Builders Risk* insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or

damage including flood, earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings, and debris removal. The Builders Risk insurance covering the work will have a deductible of \$5,000 (or less) for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

- *Employer's Liability insurance* limit of \$1,000,000 each accident, *Employer's Liability Disease* each employee \$1,000,000 and *Employer's Liability Disease – Policy limit* \$1,000,000.

Minimum Amounts of Insurance. The Contractor shall maintain the following insurance limits:

- *Automobile Liability* insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- *Commercial General Liability* insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- *Builders Risk* insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
- *Workers' Compensation* insurance as required by the State of Washington.
- *Employer's Liability* insurance with Washington Stop Gap Employers' Liability minimum limits of \$1,000,000 each accident, \$1,000,000 disease - each employee, \$1,000,000 disease - policy limit.

The City will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any sub-Contractor or employee of the Contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the City and guarantee payment of such amounts.

Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

Other Insurance Provisions. The Contractor's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period shall be provided to the City.

Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, including but not limited to the Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, or contractors as well as any temporary structures, scaffolding and protective fences.

Waiver of Subrogation. The Contractor waives all rights against the City, any of its Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to this Insurance Requirements Section of the Contract or other property insurance applicable to the work. The Contractor's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City. The City will not waive its right to subrogation against the Contractor. The Contractor's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation.

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

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

Subcontractors. The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein (with the exception of Builders Risk insurance. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General

liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Notice of Cancellation. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

Failure to Maintain Insurance. The insurance required by this Section will not be canceled, materially changed, or altered without forty-five (45) days' prior written notice submitted to the City. Failure on the part of the Contractor to maintain insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract, or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

## **CITY OF BONNEY LAKE PUBLIC WORKS CONTRACT – APPENDIX A**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,(42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes



discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**CITY OF BONNEY LAKE – DECLARATION OF OPTION FOR PERFORMANCE  
AND PAYMENT BOND OR ADDITIONAL RETAINAGE**

**ONLY APPLICABLE TO CONTRACTS OF \$150,000 OR LESS – RCW 39.08.010  
FOR CONTRACTS OVER \$150,000, THE 5% RETAINAGE APPLIES – RCW 60.28.011**

*Note 1: If the Contract is under \$150,000 and the Contractor wants to make a choice under this form, then this form must be submitted at the time the Contractor executes the Contract. The Contractor shall designate the option, where applicable, desired by checking the appropriate space. If the Contract is over \$150,000, then 5% retainage will apply and the performance bond is required.*

*Note 2: Regardless of choice under Section 2 of this form, the Contractor will be required to provide a warranty/maintenance bond effective at project close out prior to either release of the performance bond or release of the 10% retainage.*

1. The Contract shall provide 5% retainage, pursuant to RCW 60.28.011(1)(a).
2. In addition, if the Contract is under \$150,000, the Contractor elects to (select one):

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

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

In choosing option 2, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall defend, indemnify, and save harmless the City of Bonney Lake, Washington, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided in said option 2; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

\_\_\_\_\_  
Contractor Signature, Date \_\_\_\_\_  
Bond No. \_\_\_\_\_



Principle and Surety agree that if the Owner is required to engage the services of an attorney in connection with enforcement of this bond each shall pay the Owner reasonable attorney's fees, whether or not suit is commenced, in addition to the penal sum.

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

If any modification or change increases the total amount to be paid under the Contract, Surety's obligation under this Performance and Payment Bond shall automatically increase in a like amount. Any such increase shall not exceed twenty-five percent (25%) of the original amount of the Performance and Payment Bond without the prior written consent of Surety.

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

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

By \_\_\_\_\_  
Printed Name and Title

By \_\_\_\_\_  
Attorney in Fact (Attach Power of Attorney)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## ACKNOWLEDGEMENT

### Corporation, Partnership, or Individual

STATE OF \_\_\_\_\_ )  
 )ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the (check one of the following boxes):

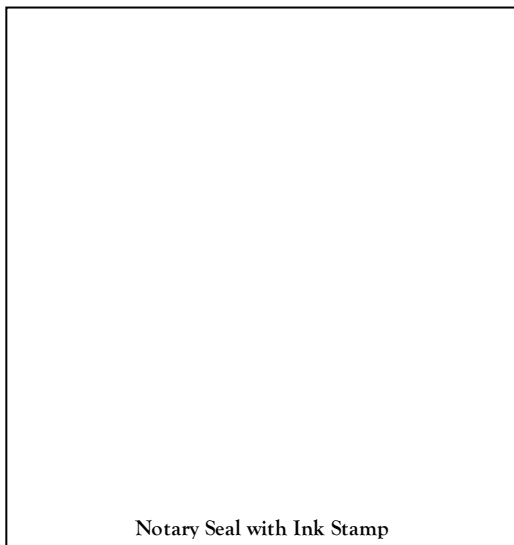
☐ \_\_\_\_\_ of \_\_\_\_\_, the  
**corporation,**

☐ \_\_\_\_\_ of \_\_\_\_\_, the  
**partnership,**

☐ **individual,**

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

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



\_\_\_\_\_  
Print or type name

**NOTARY PUBLIC,**  
in and for the State of Washington

Residing at \_\_\_\_\_

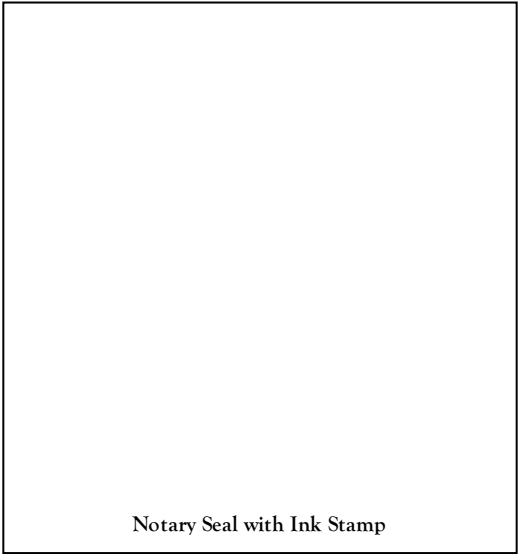
My Commission expires: \_\_\_\_\_

**SURETY ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_)  
\_\_\_\_\_)ss.  
COUNTY OF \_\_\_\_\_)

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

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



\_\_\_\_\_  
Print or type name  
  
**NOTARY PUBLIC,**  
in and for the State of Washington  
  
Residing  
at: \_\_\_\_\_  
  
My                      Commission                      expires:  
\_\_\_\_\_

**CITY OF BONNEY LAKE  
MAINTENANCE/WARRANTY BOND**

*Note: Before the Performance Bond can be released the City must receive the two-year Maintenance/Warranty Bond.*

PROJECT/PERMIT # \_\_\_\_\_  
CONTRACT # \_\_\_\_\_  
SURETY BOND # \_\_\_\_\_  
DATE POSTED: \_\_\_\_\_  
EXPIRATION \_\_\_\_\_  
DATE: \_\_\_\_\_

RE: Project Name: \_\_\_\_\_  
Owner/Developer/Contractor: \_\_\_\_\_  
Project Address: \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS:** That we, \_\_\_\_\_  
(hereinafter called the "Principal"), and \_\_\_\_\_, a corporation organized  
under the laws of the State of \_\_\_\_\_, and authorized to transact surety business in  
the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City  
of Bonney Lake, Washington, in the sum of \_\_\_\_\_  
dollars (\$\_\_\_\_\_) 5% Total Contract Amount, lawful money of the United States of  
America, for the payment of which sum we and each of us bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, by these presents. THE  
CONDITIONS of the above obligation are such that:

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

**WHEREAS**, the Principal is required to post a bond for the twelve (12) months following  
written and final acceptance of the project in order to provide security for the obligation of the  
Principal to repair and/or replace said improvements against defects in workmanship, materials or  
installation during the twenty-four (24) months after written and final approval/acceptance of the  
same by the City;

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

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

\_\_\_\_\_  
\_\_\_\_\_

- 
- B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship, and installation (or, in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.
- C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials, or installation to the City-owned real property on which improvements have been installed and shall leave the same in as good condition as it was before commencement of the work.
- D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four (24) months from the date of approval/acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:
1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
    - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
    - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

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

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



repair or maintain such improvements.

- E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.
- F. Extensions and Changes. No change, extension of time, alteration, or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration, or addition thereunder.
- G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this bond shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this bond shall be in Pierce County Superior Court.
- H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

By: \_\_\_\_\_  
Its \_\_\_\_\_

Business Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Its \_\_\_\_\_

Business Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

**FORM P-1 / NOTARY BLOCK**

(Use For Individual/Sole Proprietor Only)

STATE OF                    )  
                                  ) ss.  
COUNTY OF                )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(print or type name)

NOTARY PUBLIC in and for the  
State of Washington, residing

at: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**FORM P-2 / NOTARY BLOCK**

(Use For Partnership or Corporation Only)

**(Developer/Owner)**

STATE OF                    )  
                                      ) ss.  
COUNTY OF                )

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

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(print or type name)

NOTARY PUBLIC in and for the  
State of Washington, residing

at: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**(Surety Company)**

STATE OF                    )  
                                  ) ss.  
COUNTY OF                )

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

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(print or type name)

NOTARY PUBLIC in and for the  
State of Washington, residing

at: \_\_\_\_\_

My Commission expires: \_\_\_\_\_



Exhibit A

**City of Bonney Lake**  
***Small Public Works Project***  
**Prevailing Wages Are Required To Be Paid**

Request for Quote  
**Date: April 17, 2025**

The City of Bonney Lake is accepting quotes for a Small Public Works Project. As a contractor on our Small Works Roster, you are invited to submit a quote on this project.

**Project Title: 2025 Chip Seal & Seal Coat Project**

**Scope of Work:**

The 2025 Chip Seal and Seal Coat Project includes approximately 20,886 SY of City Street Chip Seal / Fog Seal, 48 feet of Stop Bar, 192 feet of Crosswalk Bar and 18,212 SY of City Street Seal Coat. The Engineer's estimate for the 2025 Chip Seal and Seal Coat Project is \$245,167.36.

**Prevailing Wage:**

Contractor shall pay all laborers, workers, or mechanics performing work Prevailing Wages as required by Ch.39.12 RCW, and shall satisfy all other requirements of that chapter, including without limitation requiring that all subcontractors performing work related to the project comply with the requirements of that chapter. The hourly minimum rate of wage which may be paid to laborers, workers or mechanics for work related to this project with the Effective Date: May 1, 2025.

***<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>***

Please find enclosed: Quote Sheet (Exhibit B), Plans, Specifications, Inventory, Contractor Services Agreement, and Certification of Compliance with Wage Payment Statutes.

**Proposal Submittal Deadline: Thursday, May 1, 2025 by 3 PM**

Please email Quote Sheet and Certification of Compliance with Wage Payment Statutes to [ProctorK@bonneylake.gov](mailto:ProctorK@bonneylake.gov). If you have any questions, please contact Keith Proctor at (253) 447-4301.



Exhibit B  
**City of Bonney Lake**  
***Small Public Works Project***  
**Quote Sheet**

Company Name: Doolittle Construction LLC

Address: 9350 Stone Quarry Road Snoqualmie, WA 98065

Phone Number: (425) 455-1150

Contact Name: Aaron Kindt

**Project Title: 2025 Chip Seal & Seal Coat Project**

Having carefully examined all documents enclosed herein, the Contractor proposes to perform all work in strict compliance with all documents, for the amount set forth below.

Schedule: Work shall be completed within 45 consecutive working days after the indicated starting date appearing in an official "Notice to Proceed" issued by Bonney Lake. Liquidated damages shall be imposed as specified in the contract documents for each day Contractor fails to meet the completion date.

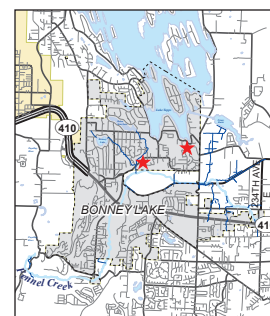
**SCHEDULE OF PRICES**

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	Mobilization \$ <u>fourteen thousand eight hundred</u> (Unit Price in Words) Per LS <u>thirty five</u>	1	LS	Lump Sum	\$ <u>14,825-</u>
2	Chip Seal Application \$ <u>four</u> (Unit Price in Words) Per SY	20,886	SY	\$ <u>4-</u>	\$ <u>83,544-</u>
3	Fog Seal Application \$ <u>seventy five cents</u> (Unit Price in Words) Per SY	20,886	SY	\$ <u>0.75</u>	\$ <u>15,664.50</u>
4	Sealcoat of Paved City Street <u>six dollars + sixty five cents</u> (Unit Price in Words) Per SY	18,212	SY	\$ <u>6.65</u>	\$ <u>121,109.80</u>
5	Stop Bar \$ <u>thirty four</u> (Unit Price in Words) Per LF	48	LF	\$ <u>24-</u>	\$ <u>1,152-</u>
6	Crosswalk \$ <u>thirty six</u> (Unit Price in Words) Per LF	192	LF	\$ <u>36-</u>	\$ <u>6,912-</u>

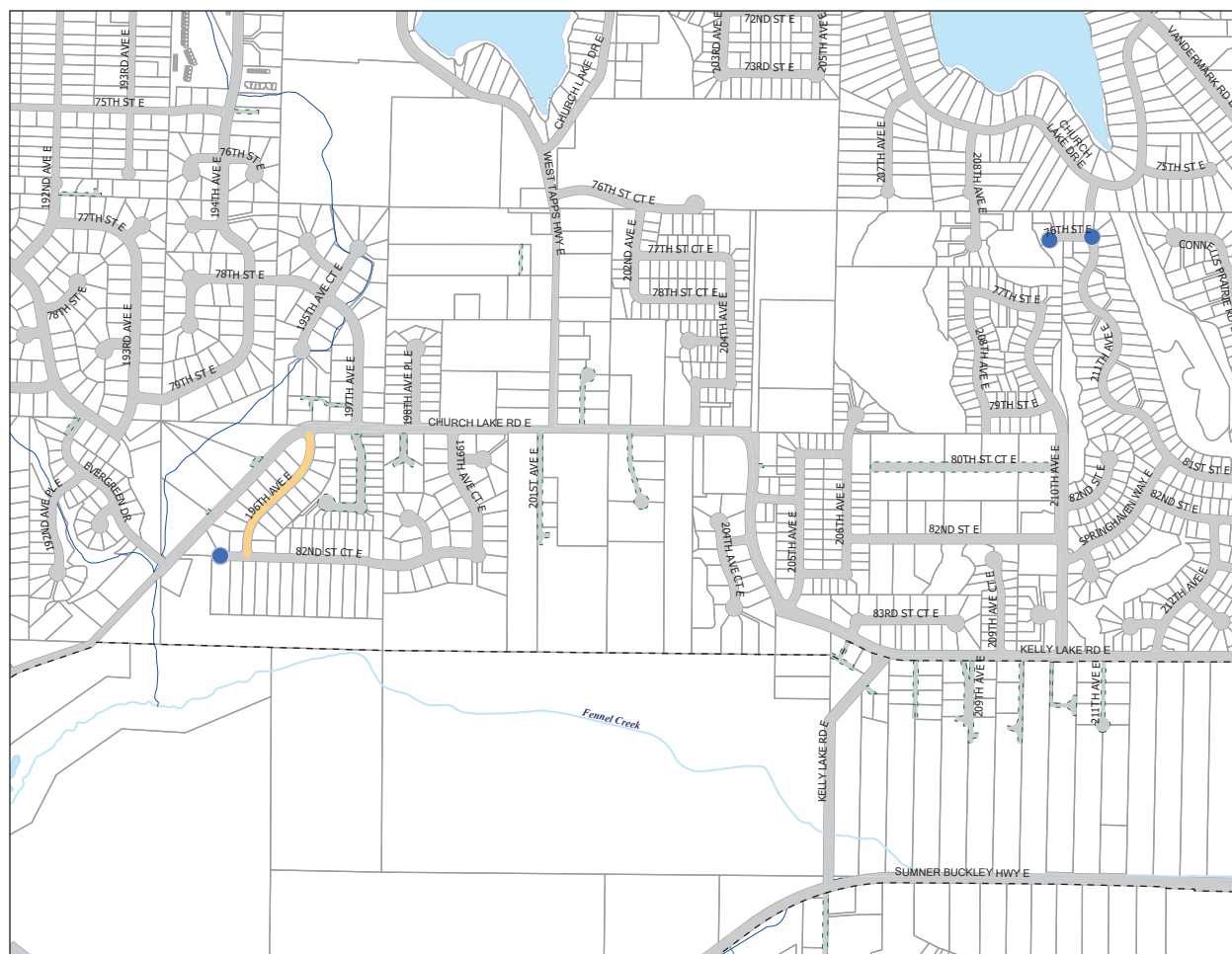
Total Proposal : \$ 243,207.30



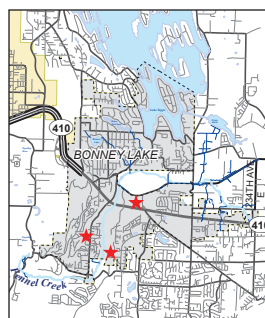
City Limits Boundary - Bonney Lake



April 9, 2025







0 200 400 600 800 1,000  
Feet

April 9, 2025







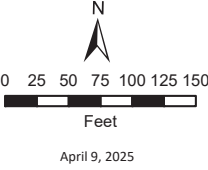
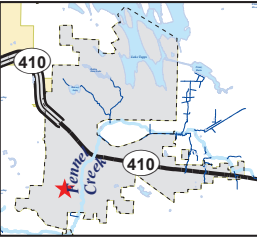




# Chip Seal & Seal Coat 2025 South Willow Brook

- Legend
- Seal Coat
  - Crosswalk and Stop Bar Locations
  - Base Parcel

Seal Coat  
Cul-De-Sac  
105TH ST CT E: 678.53 sqyd  
106TH ST CT E: 638.4 sqyd  
EYEBROW  
105TH ST CT E/180TH AVE E: 506.6 sqyd



April 9, 2025









City of Bonney Lake

## Chip Seal & Seal Coat 2025 South 192nd Area

### Legend

- Chip Seal
- Seal Coat

● Crosswalk and Stop Bar Locations

□ Base Parcel

### Seal Coat

Cul-De-Sac

106TH ST CT E: 638.4 sqyd  
108TH ST CT E: 551.61 sqyd  
109TH ST CT E / 188TH AVE E: 618.2 sqyd  
111TH ST E: 705.23 sqyd  
EYEBROW  
111TH ST E: 329.16 sqyd  
Road  
109TH ST CT E: 569.96 sqyd  
188TH AVE E: 1,857.2 sqyd  
189TH AVE E: 3,004.3 sqyd

### Chip Seal

West of 192nd Ave E  
108th St Ct E - 1313.84 sqyd  
109th St Ct E - 1,696.18 sqyd  
109th St E - 484.89 sqyd  
111th St E - 3,347.06 sqyd  
East of 192nd Ave E  
108th St E - 395.2 sqyd  
109th St E - 1,341.63 sqyd  
110th St E - 476.94 sqyd  
111th St E - 463.096 sqyd  
112th St E - 508.61 sqyd  
113th St E - 1,447.93 sqyd  
193rd Ave E - 6,856.73 sqyd



0 100 200 300 400 500

Feet

April 9, 2025

Maxwell Data Program 2023 Urban Area coverage

**INVENTORY****PROPOSAL ITEM #2 & #3 - CHIP SEAL & FOG SEAL**

STREET NAME	FUNCTIONAL CLASS	LENGTH (ft)	WIDTH (ft)	AREA (yd <sup>2</sup> )	STOP BAR (ft)	CROSS-WALK (ft)	NOTES
196TH AVE E	Local Access	908.59	25.30	2554.21	12.00	32.00	CHURCH LAKE RD E to 82ND ST CT E
108TH ST CT E	Local Access	468.33	25.25	1313.84	-	-	109TH ST E to CUL-DE-SAC
109TH ST CT E	Local Access	559.61	27.28	1696.18	-	-	189TH AVE E to 109TH ST E
109TH ST E	Local Access	165.76	26.33	484.89	-	64.00	West from 192ND AVE E to intersection of 108TH/109TH ST CT E
111TH ST E	Local Access	1166.99	25.81	3347.06	12.00	32.00	192ND AVE E to CUL-DE-SAC
108TH ST E	Local Access	141.08	25.21	395.20	-	-	193RD AVE E to CUL-DE-SAC
109TH ST E	Local Access	439.9	27.45	1341.63	12.00	32.00	193RD AVE E to 192ND AVE E
110TH ST E	Local Access	166.55	25.77	476.94	-	-	193RD AVE E to CUL-DE-SAC
111TH ST E	Local Access	167.22	24.92	463.10	-	-	194th AVE E to CUL-DE-SAC
112TH ST E	Local Access	174.06	26.30	508.61	-	-	195th AVE E to CUL-DE-SAC
113TH ST E	Local Access	449.52	28.99	1447.93	12.00	32.00	193RD AVE E to 192ND AVE E
193RD AVE E	Local Access	2269.36	27.19	6856.73	-	-	South from 108TH ST E to CUL-DE-SAC

**TOTAL :** 20,886 48.00 192.00  
yd<sup>2</sup> ft ft

**PROPOSAL ITEM #4 - SEAL COAT**

CUL-DE-SAC & EYEBROW	FUNCTIONAL CLASS	DIAMETER (ft)	RADIUS (ft)	AREA (yd <sup>2</sup> )	STOP BAR (ft)	CROSS-WALK (ft)	NOTES
82ND ST CT E	Local Access	83.28	41.64	604.94	-	-	CUL-DE-SAC
76TH ST E	Local Access	86.53	43.27	653.11	-	-	CUL-DE-SAC
76TH ST E / 211TH AVE E	Local Access	66.37	33.19	384.24	-	-	EYEBROW
105TH ST CT E	Local Access	88.20	44.10	678.53	-	-	CUL-DE-SAC
106TH ST CT E	Local Access	85.55	42.78	638.40	-	-	CUL-DE-SAC
105TH ST CT E / 180TH AVE E	Local Access	76.21	38.11	506.60	-	-	EYEBROW
106TH ST CT E	Local Access	85.55	42.78	638.40	-	-	CUL-DE-SAC
108TH ST CT E	Local Access	79.52	39.76	551.61	-	-	CUL-DE-SAC
109TH ST CT E / 188TH AVE E	Local Access	84.19	42.09	618.20	-	-	CUL-DE-SAC
111TH ST E	Local Access	89.92	44.96	705.23	-	-	CUL-DE-SAC
111TH ST E	Local Access	61.43	30.72	329.16	-	-	EYEBROW

STREET NAME	FUNCTIONAL CLASS	LENGTH (ft)	WIDTH (ft)	AREA (yd <sup>2</sup> )	STOP BAR (ft)	CROSS-WALK (ft)	NOTES
94TH ST E	Local Access	1311.94	21.14	3082.29	-	-	West from 198TH AVE E to dead end
196TH AVE E	Local Access	614.87	20.67	1412.16	-	-	94TH ST E to 96TH ST E
96TH ST E	Local Access	791.63	22.48	1977.20	-	-	196TH AVE E to 198TH AVE E
109TH ST CT E	Local Access	238.57	21.50	569.96	-	-	188TH AVE E to 189TH AVE E
188TH AVE E	Local Access	672.99	24.84	1857.20	-	-	109TH ST CT E to 111TH ST E
189TH AVE E	Local Access	982.17	27.53	3004.30	-	-	North from 109TH ST CT E to CUL-DE-SAC

**TOTAL :** 18,212  
yd<sup>2</sup>

West of  
192nd Ave E  
East of 192nd Ave E