Proposal Bid Form

City of Fife -Project: **Wood shed encroachment correction and Related Work at 5802 4th Fife, WA**
5411 23rd Street E
Fife, Washington 98424 Date: 6/9/2014

Total Bid Amount Including Tax: $ 4,941.18

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

We acknowledge that addenda numbers 1 to 2 have been delivered to us and have been examined as part of the Contract Documents.

If our proposal is accepted, we agree to sign the Contract and the required evidence of insurance within ten (10) calendar days after receiving written notice of the award of the Contract.

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

Harkness Construction, LLC	(253) 335-1419
Bidder	Telephone
Jason Harkness	- Managing Member
By Authorized Official	
6/9/2014	
Date	
HARKNCL888C2	2041 McHugh Ave, Enumclaw, WA 98022
Contractor's Registration No.	Business Address

All blank lines must be filled in to constitute a completed Proposal Bid Form.

INVITATION FOR BIDS
CITY OF FIFE SMALL WORKS ROSTER

Notice is hereby given that sealed bids will be received by the City of Fife City Hall up to the hour of 1:00 p.m. on June 10, 2014, for the **Wood shed encroachment correction and Related Work at 5802 4th Fife, WA.**

Improvements to be included within this Project are as follows:

1. Removal of approximate three feet of existing roof that over hangs property line. Remove three existing pier blocks, three 4"x4" post, and existing 4"x8" support beam. Existing 24 feet of wood fence to be removed and provided to homeowner.
   (Other material and scrap construction material from project shall be hauled to approved dump site)
2. Pour three new concrete piers 18" x18" x 8" deep with two #4 rebar each way with approved positive connections (concrete shall be minimum 2500 psi)
3. Install three new 4"x4" treated post and minimum 4"x12" support beam with approved positive connection post to beam, install approved hurricane clips every other rafter to beam.
4. Install new 1"x8" fascia (white wood or cedar) at eve and new brown drip lip metal flashing.
5. Install new brown metal cap with drip lip on parapet wall / properly flash front face as required to prevent water intrusion.
6. Install new gutter and down spout with splash block.
7. Repaint new material minimum two coats of paint to match existing exterior.
8. To be installed by others after completion of work on the wood shed. New 138 feet of six foot black vinyl coated chain link fence with top bar, along west side of parking lot from south property corner to power pole and 60 foot of fence slats to match fence from south property corner to start of existing hedge. Do not include the fence in your bid.

Pierce County prevailing wage requirements are in effect.

Bids must be submitted in a sealed envelope with the outside clearly marked "sealed bid" with the bid opening date and time, and the project name as it appears in this invitation and the name and address of the bidder. Bids shall be addressed to the City Clerk, City of Fife-5411 23rd Street, Fife, WA 98424. Bid proposals will be received only at City Hall. Proposals received after 1:00 p.m., on June 10, 2014, will not be considered.

The contact is Ken Gill, **at (253) 922-9315** (kgill@cityoffife.org)
A bid bond is not required for this Project. Faxed bids will not be accepted.

The City of Fife will obtain necessary building permit for related work and transfer the permit to the contractor.

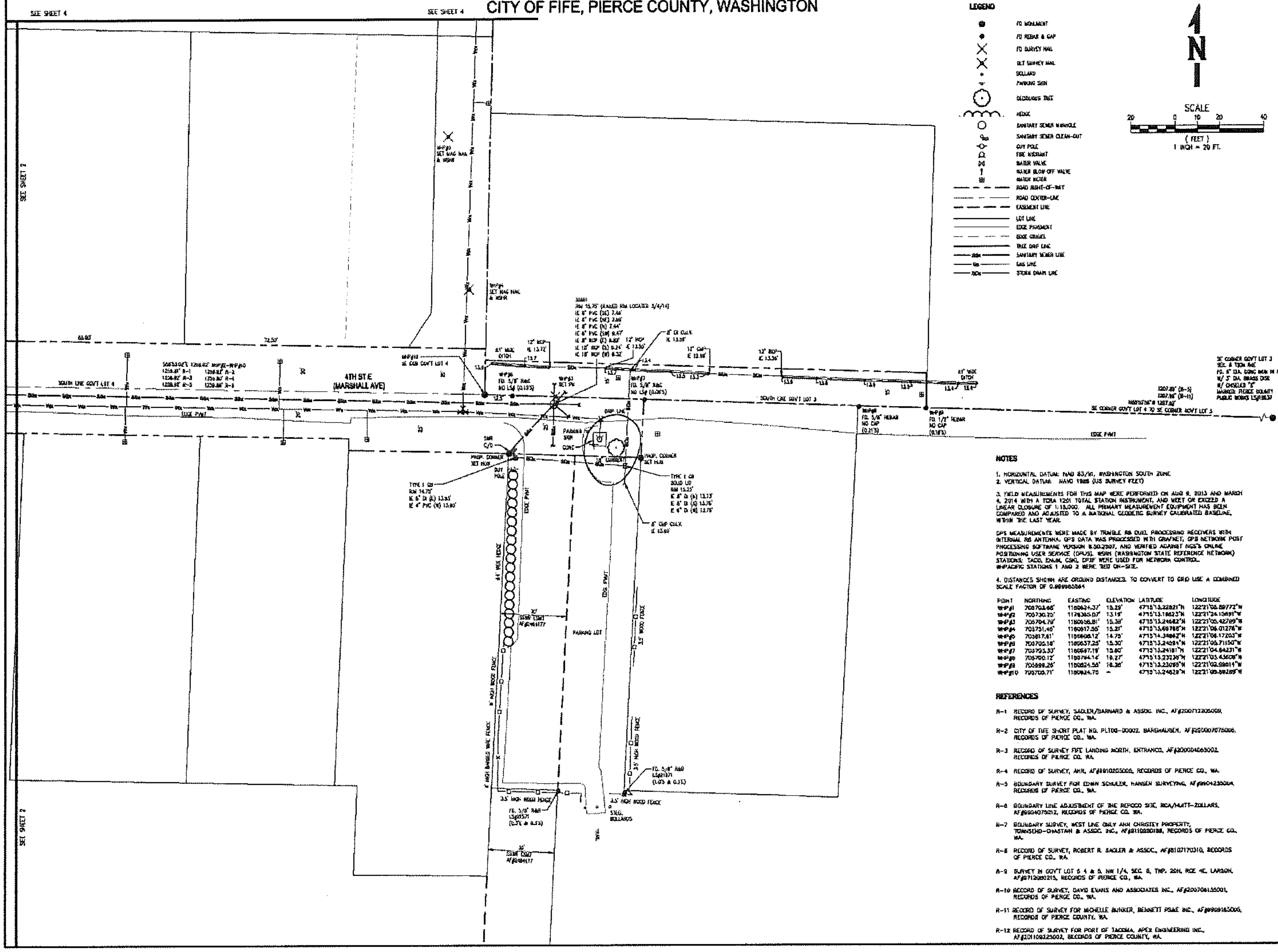
The City of Fife reserves the right to reject any or all bids and to waive irregularities in the bid or in the bidding. The city will use the limited public works process provided under RCW 39.04.155(3) and will waive the payment and performance bond requirements of Chapter 39.08 RCW and the retainage requirements of Chapter 60.28 RCW, in accordance with the Fife municipal Code FMC 2.90.030(G). Work will be in accordance with the terms and conditions of the attached Contract form.

No Bidder may withdraw his proposal after **1:00 p.m., June 10, 2014,** or before award of contract, unless said award is delayed for a period exceeding sixty (60) days.

Carol Etgen
City Clerk

CITY OF ITEL
4TH ST E
Area of work
1 inch = 20 feet
DS 4/08/2014

NW 1/4, SECTION 6, T20N, R4E, W.M.
CITY OF FIFE, PIERCE COUNTY, WASHINGTON



NOTES

1. HORIZONTAL DATUM: NAD 83/91, WASHINGTON SOUTH ZONE
2. VERTICAL DATUM: NAVD 1988 (US SURVEY FEET)

3. FIELD MEASUREMENTS FOR THIS MAP WERE PERFORMED ON AUG 9, 2013 AND MARCH 4, 2014 WITH A TOPA 1201 TOTAL STATION INSTRUMENT, AND MEET OR EXCEED A LINEAR CLOSURE OF 1:15,000. ALL PRIMARY MEASUREMENT EQUIPMENT HAS BEEN COMPARED AND ADJUSTED TO A NATIONAL GEODETIC SURVEY CALIBRATED BASELINE, WITHIN THE LAST YEAR.

GPS MEASUREMENTS WERE MADE BY TRIMBLE R8 DUAL PROCESSING RECEIVERS WITH INTERNAL R8 ANTENNA. GPS DATA WAS PROCESSED WITH GRAFNET, GPS NETWORK POST PROCESSING SOFTWARE VERSION 8.50.2907, AND VERIFIED AGAINST NGS'S ONLINE POSITIONING USER SERVICE (OPUS). WSRN (WASHINGTON STATE REFERENCE NETWORK) STATIONS: TACO, ENAM, CSKI, CP3F WERE USED FOR NETWORK CONTROL. WHPACIFIC STATIONS 1 AND 2 WERE TIED ON-SITE.

4. DISTANCES SHOWN ARE GROUND DISTANCES. TO CONVERT TO GRID USE A COMBINED SCALE FACTOR OF 0.999965564

POINT	NORTHING	EASTING	ELEVATION	LATITUDE	LONGITUDE
WHP#1	705703.66'	1160624.37'	15.29'	47°15'13.22821"N	122°21'05.89772"W
WHP#2	705730.75'	1176365.07'	13.19'	47°15'13.18623"N	122°21'24.15691"W
WHP#3	705704.79'	1160656.81'	15.38'	47°15'13.24682"N	122°21'05.42789"W
WHP#4	705751.46'	1160617.56'	15.21'	47°15'13.69788"N	122°21'06.01276"W
WHP#5	705817.61'	1160608.12'	14.75'	47°15'14.34862"N	122°21'06.17203"W
WHP#6	705705.14'	1160637.25'	15.30'	47°15'13.24491"N	122°21'05.71150"W
WHP#7	705723.33'	1160647.19'	15.60'	47°15'13.24181"N	122°21'04.84231"W
WHP#8	705700.12'	1160794.14'	18.27'	47°15'13.23236"N	122°21'03.43608"W
WHP#9	705699.26'	1160824.56'	18.36'	47°15'13.23095"N	122°21'02.99014"W
WHP#10	705700.71'	1160824.75	-	47°15'13.24829"N	122°21'00.89289"W

REFERENCES

R-1 RECORD OF SURVEY, SADLER/BARNARD & ASSOC. INC., AF#200712205009, RECORDS OF PIERCE CO., WA.

R-2 CITY OF FIFE SHORT PLAT NO. PLT00-00002, BARGHAUSEN, AF#200007075006, RECORDS OF PIERCE CO., WA.

R-3 RECORD OF SURVEY FIFE LANDING NORTH, ENTRANCO, AF#200004065002, RECORDS OF PIERCE CO. WA.

R-4 RECORD OF SURVEY, AHR, AF#8910205006, RECORDS OF PIERCE CO., WA.

R-5 BOUNDARY SURVEY FOR EDWIN SCHULER, HANSEN SURVEYING, AF#8604235004, RECORDS OF PIERCE CO., WA.

R-6 BOUNDARY LINE ADJUSTMENT OF THE REPOCO SITE, RCA/HAITT-ZOLLARS, AF#9204075012, RECORDS OF PIERCE CO. WA.

R-7 BOUNDARY SURVEY, WEST LINE ONLY ANN CHRISTEY PROPERTY, TOWNSEND-CHASTAIN & ASSOC. INC., AF#8110230188, RECORDS OF PIERCE CO. WA.

R-8 RECORD OF SURVEY, ROBERT R. SADLER & ASSOC., AF#8107170310, RECORDS OF PIERCE CO., WA.

R-9 SURVEY IN GOV'T LOT 6 4 & 5, NW 1/4, SEC. 6, TWP. 20N, RGE 4E, LARSON, AF#8712080215, RECORDS OF PIERCE CO., WA.

R-10 RECORD OF SURVEY, DAVID EVANS AND ASSOCIATES INC., AF#200706135001, RECORDS OF PIERCE CO., WA.

R-11 RECORD OF SURVEY FOR MICHELLE BUNKER, BENNETT PS&E INC., AF#9909165006, RECORDS OF PIERCE COUNTY, WA.

R-12 RECORD OF SURVEY FOR PORT OF TACOMA, APEX ENGINEERING INC., AF#201109125002, RECORDS OF PIERCE COUNTY, WA.

WHPacific

SHEET INFO	
SURVEYED	MBE
DRAWN	MAD
CHECKED	
APPROVED	
LAST EDIT	4/2/2014
PLOT DATE	4/2/2014
SUBMITTAL	

REVISIONS			
NO.	BY	DATE	REMARKS

4TH ST E
TOPOGRAPHIC SURVEY
CITY OF FIFE

PROJECT NUMBER: 37397 | DRAWING FILE NAME: 37397-SURV-TP02 | SCALE: 1" = 20'

SHEET NUMBER: 1 OF 5

CONTRACT

THIS Agreement, made effective as of the _____ day of _____, 2014, between

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

Contact: Ken Gill

and

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

Contact:_____ Tel:_____ Fax: _____

for the following Project:

Wood shed encroachment correction and related work ("PROJECT")

The City and Contractor agree as follows:

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

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

b. This Contract signed by City and Contractor;

c. Instruction to Bidders;

d. Proposal;

e. Plans and the 2012 International Building Code;

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

2. Date of Commencement and Completion Date. Work shall commence upon execution of this Contract and the Project shall be completed within 10 calendar days ("Completion Date").

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

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

5. Retainage. Retainage requirement is waived for this Project.

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

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

8. Payment and Performance Bond. Payment and performance bonds are waived for this Project.

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

9.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits, fees, licenses and inspections by governmental agencies necessary for the proper execution and completion of the work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

10. Prevailing Wages. This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. NO WORKER, LABORER OR MECHANIC

EMPLOYED IN THE PERFORMANCE OF ANY PART OF THIS CONTRACT SHALL BE PAID LESS THAN THE PREVAILING RATE OF WAGE as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. Prior to making any payment under this Contract, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages on Public Works Contracts" from the Department of Labor & Industries. It is the Contractor's responsibility to obtain and file the "Statement of Intent to Pay Prevailing Wage". The Contractor shall be responsible for all filing fees. Each invoice may include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors.

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

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

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

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or a substitute endorsement providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate and a $2,000,000 products-completed operation aggregate limit.

C. Other Insurance Provisions

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

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

F. Subcontractors

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

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

13. Warranty. Contractor warrants that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required and permitted by the Contract Documents; (2) the work will be free from defects not inherent in the quality required or permitted; and (3) the work will conform to the requirements of the Contract. The Contractor further agrees to correct any defects in materials or workmanship which shall develop or be discovered within one (1) year after completion and acceptance of the Project.

14. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement,

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

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

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

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

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

19. Extent of Agreement/Modification. The Contract Documents, together with attachments or addenda, represent the entire and integrated Agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

CITY:
CITY OF FIFE

By: _____
David K. Zabell, City Manager

Date: _____

CONTRACTOR:

.

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

_____
Gregory F. Amann
Assistant City Attorney