



**City of SeaTac
Parks, Community Programs and Services Department**

**INVITATION TO BID
For
SeaTac Community Garden Project**

The City of SeaTac, Parks, Community Programs and Services Department, seeks to hire a contractor to construct a community garden at the Highline SeaTac Botanical Garden in North SeaTac Park.

All communication to the City concerning this "**Invitation to Bid**" should be directed to the Parks, Community Programs and Services Director, Lawrence Ellis at lellis@ci.seatac.wa.us.

Proposals in response to this "**Invitation to Bid**" will be accepted until **5:00 p.m., Wednesday December 28, 2016**. Proposals received after the mentioned time and date will not be accepted.

Location of the project is 13815 24th Ave. S., SeaTac, within the Highline SeaTac Botanical Garden.

The Parks, Community Programs and Services Department reserve the right to reject any part of or all bids, to waive any informalities in bids and to accept any item in a bid. The City will not necessarily be bound to accept the low bid.

All proposals shall be mailed or hand delivered to:

City Clerk
City of SeaTac
4800 S. 188th St.
SeaTac, WA 98188

Bid Proposals shall be in a sealed envelope marked: "**Bid – SeaTac Community Garden Project**"

City of SeaTac
Parks, Community Service and Programs Department

Contract Specifications
For
SeaTac Community Garden Project

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General Requirements and Specifications

1. Intent

The intent of these specifications is to describe and cover all labor, materials, equipment and services necessary to construct a community garden located in the Highline SeaTac Botanical Garden, 13815 24th Ave. South, SeaTac, WA.

2. Work Included

The work included in this contract includes, but may not be limited to; tree removal, earthwork, paving, installing fencing and gates, planting, water distribution systems, construction of a tool shed and entry trellis.

The Contractor will furnish all labor, tools, specialized equipment, materials, and supervision to perform these services.

3. Term of Contract

Work is to be completed prior to March 31, 2017.

4. Safety

Contractor shall take all necessary precautions for the safety of employees and public on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes.

Employees of the contractor will be responsible to limit or temporarily suspend their maintenance activities when the public is near by the area of work.

5. Insurance Requirements

The Contractor shall procure and maintain insurance as outlined below for the duration of this Agreement. Any Commercial General Liability and Automobile Liability insurance policies obtained shall be underwritten by insurance companies which have an A.M. Best's rating of A VII or better, licensed to do business in the State of Washington. Liability insurance policies shall specifically name the City, its elected or appointed officials, officers, employees and volunteers as Primary-Non-Contributory Additional Insureds of said policies.

The Contractor shall not begin work under the Agreement until all required insurance has been obtained and until such insurances have been received by the City. The Contractor shall file with

the City a certificate of insurance evidencing that the policies are in force. The certificate shall be accompanied by policy endorsements as are necessary to comply with these requirements.

The types and limits insurance are as follows:

COMMERCIAL GENERAL LIABILITY-Comprehensive Form

\$1,000,000 per occurrence liability /\$2,000,000 annual aggregate.

Coverage to include Premise and Operations Liability

Blanket Contractual

OCP for subcontractors liability

Product and Completed Operations Liability

Stop Gap Liability-\$1,000,000/\$1,000,000/\$1,000,000

Primary-Non Contributory Additional Insured coverage for the City et.al.

AUTOMOBILE LIABILITY

\$1,000,000 per accident bodily injury and property damage liability, including any owned, hired or non-owned automobile.

WORKER'S COMPENSATION

Employees of Contractor and Subcontractors are to be insured under Washington State Industrial Insurance.

The General Aggregate provision of the Contractor's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this contract.

Failure of the Contractor to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the contract.

The Contractor agrees to repair and replace all property of the City and all property of others damaged by the bidder, its employees or its subcontractors. The Contractor shall provide documentation of said insurance coverage.

6. Wages

Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. Use December 21, 2016 rates for Washington State, King County. A copy of the applicable wage rates is available for viewing in our office. A hard copy of the applicable wage rates will be mailed upon request.

Following is the URL to the Department of Labor & Industries prevailing wage rates pages.

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

On or before the date of commencement of the work, the Contractor shall file a statement with the City and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen or mechanics employed upon the work by the Contractor or any Subcontractor, which shall not be less than the prevailing rate of wage. Such

statement and any subsequent statement shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

7. Nondiscrimination

Contractor will comply with all local, state and federal laws and regulations pertaining to equal employment opportunities.

8. Business License

Contractor will be required to obtain a valid City of SeaTac business license.

9. Area of Work

Adjacent to the Highline SeaTac Botanical Garden in North SeaTac Park.

10. Methods

Industry standards will be followed to complete construction of the Community Garden.

Preparation and Content of the Bid

1. Proposal Form

Proposals shall be made on the Proposal Form issued by the City as part of these Contract Documents, without reservation or amendment.

2. Proposal Signature

All information requested on the "Proposal Form" shall be provided. If an individual makes the proposal, the name, signature, and address must be shown. If the proposal is made by a partnership, the name and address of the partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the title of the person authorized to sign on behalf of the corporation and the address. The City reserves the right to request documentation showing the authority of the individual signing the proposal to execute the contracts on behalf of anyone, or any corporations, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

3. Modification of Proposal

A modification of a proposal already received will be considered only if the modification is received prior to the deadline for bid acceptance. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid.

4. Examination of Proposal and Contract Documents

The submission of a proposal shall constitute an acknowledgement on which the City may rely that the bidder has thoroughly examined and is familiar with the proposal and Contract Documents.

5. Performance and Payment Bond

RCW 39.08.010 requires a municipality to call for a performance and payment bond.

6. Proposal Submittal

Bid proposals shall be accepted until **5:00 p.m. on Wednesday, December 28, 2016**. All proposals shall be mailed or hand delivered to:

Attention: City Clerk
City of SeaTac
4800 S. 188th St.
SeaTac, WA 98188

Bid proposals shall be in a sealed envelope marked: **“Bid – SeaTac Community Garden Project”**

PROPOSAL
for
SeaTac Community Garden Project

Proposals will be accepted until **5:00 p.m. on Wednesday, December 28, 2016**. Proposals shall be mailed or hand delivered to: City Clerk, SeaTac City Hall, 4800 S. 188th St., SeaTac, WA 98188. Bid proposals shall be in a sealed envelope marked: **“Bid – SeaTac Community Garden Project”**

Pursuant to and in compliance with your invitation for bids for the **SeaTac Community Garden Project**, Instructions to Bidders and other documents relating thereto, the undersigned has carefully examined the specifications and hereby proposes to furnish all labor and materials and to perform all work as required, in strict accordance with the contract documents and specifications, for the amount shown.

TOTAL _____ Dollars
(Written Bid Proposal)

TOTAL _____
(Numeric)

(Does not include WA State Sales Tax)

A. Additive Bid Alternatives

- 1. Bid Alternative #1 – Construction of Trellis per specifications**

_____ Dollars
(Do not include in base bid price, only the additional cost of alternative)
- 2. Bid Alternative #2 – Site Furnishing per specifications**

_____ Dollars
(Do not include in base bid price, only the additional cost of alternative)
- 3. Bid Alternative #3 – Tool Storage per specifications**

_____ Dollars
(Do not include in base bid price, only the additional cost of alternative)
- 4. Bid Alternative #4 – Retaining Wall per specifications**

_____ Dollars
(Do not include in base bid price, only the additional cost of alternative)

Signature of authorized official: _____

Official's Name (printed or typed): _____

Date: _____

Title: _____

Contact Information

Bidder/Company Name:

Address:

City/State/Zip:

Telephone:

Email:

**STATE OF WASHINGTON
NON-COLLUSION AFFIDAVIT
COUNTY OF KING
SeaTac Community Garden Project**

_____, being first duly sworn, on his oath says that the bid submitted, is a genuine and not a sham of collusive bid, or made in the interest or on behalf of any person therein named; and he further says that the bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure an advantage over any other bidder or bidders.

CONTRACTOR

Subscribed and sworn to before me this ____ day of _____, 2016.

NOTARY PUBLIC in and for the State of Washington

residing at_____.

My commission expires_____.

CONTRACT DOCUMENTS

INFORMATION ONLY

The following forms must be executed and submitted by the successful bidder within ten (10) calendar days following Notice of Award.

CITY OF SEATAC PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
of _____ as Principal, and
_____ as Surety, are
jointly and severally held and bound unto the City of SeaTac in the sum of
_____ Dollars (\$_____.____), for payment of
which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns, and successors
and assigns, firmly by these presents.

THE CONDITION of this bond such that, the Principal herein made and entered into a certain contract with the
City of SeaTac, for the above referenced project for work items, which contract consists of the
Proposal/Agreement, together with the Contract Documents, Standard Specifications, Special Provisions,
Addenda and Plans, all as attached and made part hereof.

Now, therefore, if the Principal shall well, truly and faithfully perform all of the provisions and fulfill all of the
undertakings, covenants, terms, conditions, and agreements of said Contract during the period of the original
contract, and any extension thereof that may be granted by the City of SeaTac, with or without notice to the
Surety, and during the life of any guarantee required under the Contract and shall also well and truly perform
and fulfill all of the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized
modifications of said contract that may hereafter be made, notice of which modifications to the surety being
hereby waived; and furthermore, shall pay all laborers, mechanics and subcontractors and material suppliers and
all persons who shall supply such person or persons, and such Principal or subcontractors with the provisions
and supplies for the carrying on of such work, shall indemnify and save harmless the City of SeaTac from all
cost and damage by reason of the Principal's default or failure to do so and shall pay the State of Washington
sales and use taxes and the amounts due said state pursuant to Titles 50 and 51 of the Revised Code of
Washington, and shall further indemnify the workmanship or materials entering into any part of the work as
defined in the agreement which shall develop or be discovered within one year after the final acceptance of such
work, then this obligation shall be null and void, otherwise, to remain in full force and effect; provided, that the
provisions of this bond shall not apply to any money loaned or advanced to the Principal or any subcontractor or
other person in the performance of any such work.

Signed and dated this _____ day of _____, 20____

PRINCIPAL:

By: _____
Signature

Print or Type Name

Title: _____

SURETY:

By: _____
Signature

Print or Type Name

Title: _____

Address: _____

Note: If attorney-in-fact signs for surety, a certified copy of the power of attorney must be attached.

CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

Prepared in compliance with RCW 60.28.011

In accordance with RCW 60.28.011, the City of SeaTac will withhold five percent (5%) of money due the Contractor until the requirements described herein and under RCW 60.28.011 have been satisfied.

The moneys reserved under the provisions of this public improvement contract, at the option of the contractor, shall be:

Select

One:

- (a) **Retained in a fund by the Contracting Agency.** No interest will be earned on the retained percentage amount under this election.
- (b) **Deposited by the Contracting Agency in an interest-bearing account** at the FDIC insured bank currently providing contracted banking services to the City of SeaTac. Interest on such account shall be paid to the Contractor.
- (c) **Placed in escrow with a bank or trust company by the Contracting Agency.** When the monies reserved are to be placed in escrow, the Contracting Agency will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the Contracting Agency and the bonds and securities held in escrow.

*The Contractor in choosing option (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.
I hereby designate as the depository for said funds. If Contractor fails to designate the depository, then the Contracting Agency will designate the bank currently providing contracted banking services to the City of SeaTac.*

- (d) **Contractor will submit Retainage Bond**

CONTRACTOR:

Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

CITY OF SEATAC RETAINAGE RELEASE REQUIREMENTS
DOCUMENTS REQUIRED TO BE ON FILE WITH CONTRACTING AGENCY
PRIOR TO RELEASE OF RETAINAGE:

1. Intent to Pay Prevailing Wage (*Contractor generates*)
Department of Labor & Industries
Employment Standards Division
General Administration Building
Olympia, Washington 98504
(360) 956-5335
2. Notice of Completion of Public Works Contract (*Contracting Agency generates*)
Department of Revenue
Excise Tax Division
Olympia, Washington 98504
3. Affidavit of Wages Paid (*Contractor generates*)
Department of Labor & Industries
4. Certificate of Release, State Excise Tax by Public Works Contractor (*Letter from State*)
Department of Revenue
5. Contractor compliance with Industrial Insurance requirements (*Contracting Agency will verify status*)
Department of Labor & Industries
www.lni.wa.gov/ClaimsInsurance/RatePremium/CRUA
6. Receipt for Payment in full or Release of Lien signed by Lien Claimant for claims against retainage or Payment Bond filed with Contracting Agency by any such subcontractor, workman, or material supplier.
(*Responsibility of Contractor to obtain and file with Contracting Agency*)