CITY OF MERCER ISLAND, WASHINGTON SMALL PUBLIC WORKS CONTRACT FOR PUMP STATION 10 ACCESS ROAD IMPROVEMENTS

THIS PUBLIC WORKS CONTRACT ("Contract") dated [insert date], is effective on the date the Contract is fully executed by the Parties. The Parties to this Contract are the CITY OF MERCER ISLAND, a Washington municipal corporation ("City" or "Owner"), and [INSERT FULL LEGAL NAME OF CONTRACTOR], a [insert state where formed] [choose type of person or entity] ("Contractor").

- A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work at 9036 N. Mercer Way, Mercer Island, Washington ("Property"); and
- B. The Contractor has the requisite skill and experience to perform such work and has submitted a proposal dated [insert date proposal received] to complete such work ("Proposal").

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

1. SERVICES BY CONTRACTOR

- Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described in the Contract Documents for the Pump Station 10 Access Road Improvements Project, including this Public Works Contract, the City's General Terms and Conditions (May 2020 ed.), Scope of Work, and any Specifications, Addenda, and other Exhibits attached hereto, which documents are incorporated by this reference, ("Work"), which Work shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. In addition to any applicable documents listed in Art. 1, Sec. 1.0(E) of the General Terms and Conditions, "Contract Documents" includes the Scope of Work, Specifications, and any other Exhibits attached hereto. For the purposes of interpreting all contract documents, if the applicable Work was awarded through inviting quotes or proposals: "bid" or "bids" refer to quote(s) or proposal(s); and "bidders" refers to contractors invited to submit quotes or proposals.
- 1.2 Completion Date. The Work shall be commenced within ten (10) days of receipt by the Contractor of the City's Notice to Proceed and shall be Substantially Completed by [Completion Date], (the "Contract Time") as may be extended in accordance with the Contract Documents. In the event the Work is not completed within the time specified, Contractor agrees to pay to the City liquidated damages in the amount set forth in Section 1.3 of this Contract.
- Liquidated Damages. TIME IS OF THE ESSENCE OF THIS CONTRACT. Delays inconvenience the residents of Mercer Island and cost taxpayers undue sums of money, adding time needed for administration, engineering, inspection, and supervision. It is impractical for the City to calculate the actual cost of delays. Accordingly, the Contractor agrees to pay liquidated damages as follows: Liquidated damages for failure to achieve timely Substantial Completion shall be in the amount of \$ 150 per day.

- 1.4 <u>Performance Standard</u>. Contractor shall perform the Work in a manner consistent with accepted practices for highly skilled and competent contractors performing this type of work in this area.
- 1.5 <u>Compliance with Laws</u>. Contractor shall perform the Work in accordance with all applicable federal, state and City laws, including but not limited to all City ordinances, resolutions, standards, or policies, as now existing, or hereafter adopted or amended, and obtain all necessary permits and pay all permit, inspection, or other fees, at its sole cost and expense.
- Utility Location. Contractor is responsible for locating any underground utilities affected by the Work and is deemed to be an excavator for purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities.
- 1.7 <u>Air Environment</u>. Contractor shall fully cover any and all loads of loose construction materials including without limitation, sand, dirt, gravel, asphalt, excavated materials, construction debris, etc., to protect said materials from air exposure and to minimize emission of airborne particles to the ambient air environment within the City of Mercer Island.

2. TERM

This Contract shall commence on the effective date of this Contract and continue until the Work is complete, and formally accepted by City, and all warranties have expired.

3. REQUISITE SKILL

The Contractor warrants that it has the requisite skill to complete the Work and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Mercer Island by obtaining a City of Mercer Island business registration. Contractor represents that it has visited the site and is familiar with all of the plans and specifications in connection with the completion of the Work.

4. **COMPENSATION**

- 4.1 <u>Total Compensation</u>. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed Dollars (\$), and as may be adjusted under the Contract Documents.
- 4.2 <u>Contractor Responsible for Taxes</u>. Except as otherwise stated in the Contract Documents, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.
- 4.3 Method of Payment. Payment by the City for the Work will only be made after the Work has been completed, a voucher or invoice is submitted in a form satisfactory to the City, and such invoice is approved by the appropriate City representative. Payment shall be made within thirty (30) days of receipt of such invoice or voucher unless otherwise set forth in in the Scope of Work. The Contractor's acceptance of such payment for the Work shall constitute full compensation for the performance of the Work. Invoices shall be submitted to:

City of Mercer Island
9611 S.E. 36th Street
Mercer Island, WA 98040
ATTN: Chris Marks (staff)
Utilities Engineer (title)

4.4 Retainage. Pursuant to Chapter 60.28 RCW, five percent (5%) of the Total Compensation shall be retained by the City to assure payment of Contractor's state taxes as well as payment of subcontractors, suppliers, and laborers. Upon execution of this Contract, Contractor shall complete, execute, and deliver to the City the Contractor's Retainage Agreement set forth in the Contract Documents. No payments shall be made by the City from the retained percentage fund ("Fund") nor shall the City release any retained percentage escrow account to any person, until the City has received from the Department of Revenue a certificate that all taxes, increases, and penalties due from the Contractor and all taxes due and to become due with respect to the Contract have been paid in full or that they are, in the Department's opinion, readily collectible without recourse to the State's lien on the retained percentage. Upon non-payment by the general contractor, any supplier or subcontractor may file a lien against the retainage funds, pursuant to Chapter 60.28 RCW. Subcontractors or suppliers are required to give notice of any lien within thirty (30) days of the completion of the Work and in the manner provided in RCW 39.08.030. Within sixty (60) days after completion of all Work on this Contract, the City shall release and pay in full the money held in the Fund, unless the City becomes aware of outstanding claims made against this Fund.

5. EQUAL OPPORTUNITY EMPLOYER

In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Contract, there shall be no discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, sexual orientation, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state, or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Contract by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

6. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may perform work during the Term of this Contract for other third parties; provided, however, that such performance of other work shall not

conflict with or interfere with the Contractor's ability to perform the Work. Contractor agrees to resolve any such conflicts of interest in favor of the City.

7. INDEMNIFICATION

7.1 Indemnification and Hold Harmless.

A. The Contractor shall protect, defend, indemnify, and hold harmless City, its elected officials, officers, agents, volunteers, and employees, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever (hereinafter "claims"), arising out of or in any way in connection with the performance of this Contract except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Contract 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, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

- B. The Contractor's obligations under this section shall include, but not be limited to,
 - i. The duty to promptly accept tender of defense and provide defense to City at the Contractor's own expense.
 - ii. The duty to indemnify and defend City, its elected officials, officers, agents, and employees, from any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects City with a full and complete indemnity and defense of claims made by the Contractor's employees. The parties acknowledge that these provisions were mutually negotiated upon by them.

To the maximum extent permitted by law, the Contractor shall indemnify and defend City, its elected officials, officers, agents and employees, from and be liable for all damages and injury which shall be caused to owners of property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this Contract, whether or not such injury or damage is caused by negligence of the Contractor or caused by the inherent nature of the work specified.

- C. City may, in its sole discretion, (1) withhold amounts sufficient to pay the amount of any claim for injury, and/or (2) pay any claim for injury of which City may have knowledge, regardless of the formalities of notice of such claim, arising out of the performance of this Contract.
- D. Any amount withheld will be held until the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment on such claim. In addition, the Contractor shall reimburse and otherwise be

- liable for claims costs incurred by City, including, without limitation, costs for claims adjusting services, attorneys, engineering, and administration.
- E. In the event City incurs any judgment, award, and/or costs arising therefrom, including attorneys' fees, to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- F. This provision has been mutually negotiated by the City and the Contractor.
- 7.2 <u>Survival</u>. The provisions of this Section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

8. INSURANCE

- 8.1 The Contractor agrees to carry without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Completion date, unless otherwise indicated herein, as a minimum, the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees, or subcontractors with a carriers having a current A.M. Best rating of not less than A:VII. The City, at its discretion, may require additional types and greater limits of insurance coverage commensurate with the risk associated with the performance of the Work.
 - A. Workers' Compensation and Employer's Liability Insurance in amounts sufficient pursuant to the laws of the State of Washington.
 - В. Commercial general liability insurance shall be written on a form at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations for three years following substantial completion of the Work, 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 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the 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 substitute endorsements providing coverage at least as broad with limits of no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 productscompleted operations aggregate limit.
 - C. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on 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 with combined single limits for bodily injury and property damage of not less than \$1,000,000 per accident.

- D. <u>Asbestos Abatement or Hazardous Materials</u>. If asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City Attorney's office and/or the City's insurer and provide scope and limits of coverage that are appropriate for the scope of Work and are satisfactory to the City. Contractor shall not commence any Work until its coverage has been approved by the City Attorney's office.
- 8.2 The City shall be named as additional insured on all such insurance policies, with the exception of workers' compensation coverages. 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. If the Contractor maintains higher insurance limits than the minimums shown above, the City 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 City evidences limits of liability lower than those maintained by the Contractor. Contractor shall provide certificates of insurance and amendatory endorsements, concurrent with the execution of this Contract, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. 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.
- 8.3 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, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City 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.
- 8.4 Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.
- 8.5 <u>Waiver of Subrogation</u>. The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.
- 8.6 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.

8.7 The provisions of this Section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

9. PERFORMANCE/PAYMENT BOND OR ADDITIONAL RETAINAGE

Pursuant to RCW 39.08.010, Contractor shall provide Performance Bond and Payment Bond each in an amount equal to 100% of the amount of this Contract to cover the performance of all provisions of this Contract and the payment of all laborers and suppliers. The Contract bonds shall be in a form set forth in the Contract Documents. The Contract bond shall assure that the Contractor will faithfully perform all of the provisions of the Contract as well as pay all laborers, mechanic subcontractors, materialmen, and suppliers. Contractor's obligations under this Contract shall not be limited to the bond amount.

Alternatively, pursuant to RCW 39.08.010, on contracts of Fifty-Five Thousand Dollars (\$55,000) or less, at the option of the Contractor, the City may, in lieu of a bond, retain ten percent (10%) of the Contract amount for a period of thirty (30) days after the 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.

10. SAFETY

Contractor shall take all necessary precautions for the safety of its employees on the work site and shall comply with all applicable provisions of federal, state, and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), and General Occupational Health Standards (Chapter 296-62 WAC). Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals, and other safeguards at all unsafe places at or near the Work for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from damage all water, sewer, gas, steam or other pipes or conduits, and all hydrants and all other property that is likely to become displaced or damaged by the execution of the Work. The Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

11. PREVAILING WAGES

11.1 <u>Wages of Employees</u>. This Contract is subject to the minimum wage requirements of Chapter 39.12 of the Revised Code of Washington, as now existing or hereafter amended or supplemented. In the payment of hourly wages and fringe benefits to be paid to any of Contractor's laborers, workpersons and/or mechanics, Contractor shall not pay less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed, as determined by the Industrial Statistician of the Department of Labor and Industries of the State of Washington. Prevailing wages paid pursuant to this Agreement shall be the prevailing wage rates which are in effect on the date when the bids, proposals, or quotes were required to be submitted to the City.

The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Department of Labor and Industries: https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-

<u>wage-rates/</u>. A copy of the applicable prevailing wage rates is also available for viewing at the office of the City located at 9611 SE 36th St, Mercer Island, WA 98040. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

11.2 Reporting Requirements. Contractor shall comply with all reporting requirements of the Department of Labor and Industries of the State of Washington. Upon the execution of this Contract, Contractor shall complete and file a Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries. If requested by the City, the Contractor shall provide certified payroll records for its employees and the employees of its subcontractors. Upon completion of the Work, Contractor shall complete and file an Affidavit of Wages Paid with the Department of Labor and Industries. Contractor shall deliver copies of both the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid, certified by the Department of Labor and Industries, to the City.

12. SUBCONTRACTOR RESPONSIBILITY

Contractor shall verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in the Instructions to Bidders and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every public works subcontract or every tier.

13. OWNERSHIP OF DOCUMENTS

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work shall become the property of the City and shall be delivered to the City at its request.

14. CONFIDENTIALITY

If it is necessary to provide proprietary information, the Contractor shall clearly mark the information on each page of the document(s) as "Proprietary and Confidential". The City is subject to laws regarding the disclosure of public records and document. Proposals and other materials, submitted by the Contractor become public record and may be subject to public disclosure, in whole or in part, and may be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information and the Contractor has marked the requested document as "Proprietary and Confidential", the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information; provided that the Contractor shall be solely responsible for all attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorneys fees or penalty assessments under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

15. BOOKS AND RECORDS

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and such accounting procedures

and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.

16. CLEAN UP

At any time ordered by the City and immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the Contractor fails to perform the necessary clean up, the City may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

17. GENERAL PROVISIONS

This Contract, the Contract Documents and any supporting contract documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings shall be effective for any purpose. No provision of this Contract may be amended except by written agreement of the Parties. Any provision of this Contract which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract. Subject to the preceding sentence, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs, and assigns. In the event the City or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or City places the enforcement of the Contract or any part thereof, or the collection of any monies due, in the hands of an attorney, or files suit, each Party shall pay all its own attorneys' fees and expenses. The venue for any dispute related to this Contract shall be King County, Washington. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. This Contract shall be governed by and interpreted in accordance with the laws of the State of Washington. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute this Contract. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract the day of , 20

| CONTRACTOR: | CITY: |
|---|----------------------------------|
| [INSERT FULL LEGAL NAME OF CONTRACTOR] | CITY OF MERCER ISLAND |
| By: [insert full legal name and title of signator] | By: |
| Address: | Attest: |
| Phone: Email: | By: Andrea Larson, City Clerk |
| | Approved as to form: |
| | By:Bio Park, City Attorney |
| | |

PERFORMANCE BOND

To City of Mercer Island, WA

Bond No._____

| The City of Mercer Island, Washington ha | s awarded to | | (Principal), a contract for the |
|---|--|--|--|
| construction of the project designated as _ Project No, in Mercer | Island Washington (Co | ontract) and said Principal is requ | uired to furnish a hond for performance |
| of all obligations under the Contract. | isiana, wasimigion (or | ontract), and said i mioiparis requ | alled to furnish a bond for performance |
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| Contract Amount, subject to the provisions | herein. | | αιο (ψ |
| This statutory performance bond shall becausings shall well and faithfully perform all authorized modifications, additions, and capecified; and if such performance obligations. | Il of the Principal's oblic changes to said Contra | gations under the Contract and fuct that may hereafter be made, | ulfill all terms and conditions of all duly at the time and in the manner therein |
| The Surety for value received agrees that n accompanying the Contract, or to the wor waives notice of any change, extension of agrees that modifications and changes to shall automatically increase the obligation | rk to be performed und of time, alteration or ad the terms and condition | er the Contract shall in any way dition to the terms of the Contra is of the Contract that increase th | affect its obligation on this bond, and act or the work performed. The Surety ne total amount to be paid the Principal |
| This bond may be executed in two (2) ori only be accepted if it is accompanied by a | | | |
| PRINCIPAL | | SURETY | |
| Principal Signature | Date | Surety Signature | Date |
| Printed Name | Date | Printed Name | Date |
| Title | | Title | |
| Name, address, and telephone of local off | fice/agent of Surety Cor | mnany is: | |
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PAYMENT BOND

to City of Mercer Island, WA

Bond No _____

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RETAINAGE AGREEMENT

| (| Contra | ct Title | | |
|----------------|---|--|--|---|
| (| Contra | ct Date |) | |
| (| Contra | ctor Na | ame | |
| (| Contra | ctor Ac | ldress | |
| | | ctor Ph | one deral ID # | |
| S | tate La | aw on H | How Contract F | etainage Monies can be Reserved: |
| ea of pe | ork oth arned to f such of ersons ontract | ner than by the o estimat perfor retaina | n for profession contractor on e tes, said sum t ming work or age may be res restments selo | ained percentage, labor and material Contracts for public improvements or all services, provides that there shall be reserved by the city from the monies stimates during the progress of the improvement or work, a sum of five percent to be retained by the city as a trust fund for the protection and payment of any supplying provisions or supplies during the work. The monies reserved for served by the contractor choosing one of the following four options: ected below are subject to City approval. tractor shall place an "x" in one of the boxes below.) |
| |] | (a) | | a non-interest bearing fund by the public body until released in accordance le state statutes; |
| |] | (b) | or savings ar | the public body in an interest bearing account in a bank, mutual savings bank, d loan association, not subject to withdrawal until released in accordance with ate statutes, provided that interest on such account shall be paid to the |
| [|] | (c) | accordance | crow with a bank or trust company by the public body until released in with applicable state statutes. The cost of the investment program and the to be borne entirely by the contractor. |
| [|] | (d) | | ay submit a Retainage Bond equal to 5% of the total awarded bid amount les to be held by the public body until released in accordance with ate statutes. |
| | | | | options (b) or (c) above, Contractor shall designate below the bank in which ed: |
| | | ACC | COUNT NO. | |
| | | BAN | IK NAME | |
| | | BAN | IK ADDRESS | |
| | | BAN | IK PHONE # | |
| di | isburse | Contra | by Bank to Co | agree that all or part of the monies in the account can only be approved for ntractor upon written authorization of the City Finance Director, or his/her |
| E | Ву | | | By Contractor |
| | | City o | of Mercer Islan | d Contractor |
| [| Date_ | | | Date |
| | | | | |

FORM19

S:\CITYATTY\FORMS\RFB Retainage Agrmt.doc (rev. 6/21/10)

In lieu of the Performance and Payment Bond to City of Mercer Island, WA

| Project Title: | |
|---------------------------|---|
| | · |
| Contractor Name (Printed) | |
| Contractor Signature | |



Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

| | I Name (as snown on your income tax return). Name is required on this line, do not leave this line blank. | | | | | | |
|---|---|--|---|--|--|--|--|
| | 2 Business name/disregarded entity name, if different from above | | | | | | |
| n page 3. | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Che following seven boxes. Individual/sole proprietor or | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): | | | | | |
| e. onso | ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership single-member LLC | Exempt payee code (if any) | | | | | |
| t ţ | Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partners | ship) ▶ | | | | | |
| Print or type. Specific Instructions on page | Note: Check the appropriate box in the line above for the tax classification of the single-member ow LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the or another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its owner. | wner of the LLC is le-member LLC that | Exemption from FATCA reporting code (if any) | | | | |
| ćĖ | Other (see instructions) | əı . | (Applies to accounts maintained outside the U.S.) | | | | |
| Spe | | Requester's name a | and address (optional) | | | | |
| See (| | · | | | | | |
| S | 6 City, state, and ZIP code | | | | | | |
| | | | | | | | |
| | 7 List account number(s) here (optional) | | | | | | |
| | | | | | | | |
| Pai | Taxpayer Identification Number (TIN) | | | | | | |
| | your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo | JIG | curity number | | | | |
| | up withholding. For individuals, this is generally your social security number (SSN). However, for ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other | ora | | | | | |
| | es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get</i> | ta 🔲 📗 | | | | | |
| TIN, la | ater. | or | | | | | |
| | Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Employer identification number | | | | | | |
| Numb | per To Give the Requester for guidelines on whose number to enter. | | - | | | | |
| Par | t II Certification | | | | | | |
| Unde | r penalties of perjury, I certify that: | | | | | | |
| | e number shown on this form is my correct taxpayer identification number (or I am waiting for an not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) | I have not been no | otified by the Internal Revenue | | | | |
| Sei | rvice (IRS) that I am subject to backup withholding as a result of a failure to report all interest o longer subject to backup withholding; and | r alviaenas, or (c) | the IRS has notified me that I am | | | | |
| Sei no | | or aividenas, or (c) | the IRS has notified me that I am | | | | |

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid

| acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later. | | | | |
|---|----------------------------|--------|--|--|
| Sign Here | Signature of U.S. person ▶ | Date ► | | |

General Instructions

Section references are to the Internal Revenue Code unless otherwise

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.