



City of Burien
Parks, Recreation and Cultural Services
14700 6th Avenue SW
Burien, WA 98166

206-988-3700
burienwa.gov

City of Burien
Request for Proposals

ILLEGAL DUMPING AND HOMELESS ENCAMPMENT CLEAN-UP
SERVICES ANNUAL AS-NEEDED CONTRACT

The City of Burien seeks proposals from qualified contractors to provide Illegal Dumping and Homeless Encampment Clean-Up Services for a year from the date of signing a contract, with the option to renew for one year.

WORK DESCRIPTION

The City of Burien is seeking proposals from qualified contractors to provide Illegal Dumping and Homeless Encampment Clean-Up Services. The purpose of this Request for Proposal (RFP) is to acquire a contractor who can provide turnkey illegal dumping and homeless encampment site cleanup for a safe and clean site by removing large items, biohazardous material and other illegally dumped and encampment waste material. The services required are on an on-call basis but would be scheduled with advanced notice.

SERVICES TO BE PROVIDED (Shall include, but may not be limited to):

1.0 General Specifications:

- A. As directed by the City, provide turnkey illegal dumping and homeless encampment site cleanup for a safe and clean site by removing large items, biohazardous material and other illegally dumped and encampment waste material.
- B. Encampment Sites are considered to contain a variety of materials that may contain hazardous materials, including biohazardous materials, garbage, general debris, human waste, constructed temporary shelters, and other items associated with homeless occupancy.
- C. Illegal Dumping Sites are considered to contain a variety of large items including furniture, appliances, motors, tires, construction debris, automobile parts, bicycles, mattresses, box springs, garbage, general debris, and other items as may be dumped illegally.
- D. Sites will be identified individually. The City will make an effort, when possible, to cluster several sites. Sites include under structures (e.g., bridges), open areas, vegetated ground cover, parks, in road right-of-way, and stormwater facilities. If Contractor is equipped to provide confined space entry, site locations may occasionally require confined space entry cleanup. Contractor will be required to coordinate all necessary permits as required.
- E. Site supervisor and worker(s) must be trained and certified in handling and disposal of hazardous materials. Provide copies of any applicable training records, certifications, and licenses required to perform this work.
- F. Sites will not be occupied while contractor is conducting work.
- G. The contract will be based on time and materials. Documentation of employee hours, sub-consultant costs, equipment and material costs, and disposal costs shall be provided to the City.

- H. Prevailing wages must be paid for those individuals working on this Project, to include, landscape maintenance laborer, laborer – toxic waste removal, laborer – traffic control, and any other position as appropriate. Certified Payroll documentation is required to be submitted to the Department of Labor.
- I. A City Business License is required prior to performing work within the City.

2.0 Duties and Responsibilities:

- A. Cleanup duties shall include surveying sites, collecting debris, dismantling temporary structures, removal of trash, removal of human waste, and State approved handling and removal of all material. Disposal shall be at a site permitted to accept such materials.
- B. Contractor shall supply all labor, material, tools, protective clothing and gear, and equipment that is required or needed to perform the work to handle, remove, transport, and dispose of the waste materials and leave a clean site.
- C. Contractor shall coordinate with the City on a site-by-site basis to determine the work order for each encampment or illegal dumping cleanup. The work order will establish the site start date, estimated timeframe of the work, staging areas, traffic control, if required, and the name of the onsite representative.
- D. Contractor shall provide all supervision and management of crews and sub-contractors and ensure all necessary safety procedures are followed. This individual will serve as the City's contact.
- E. Contractor shall photograph posted notices and the condition of the site prior to work and after work is completed.
- F. Contractor shall photograph the illegal dumping or encampment site before and after cleaning and provide an electronic copy of each photograph to the City.
- G. Contractor shall notify the City when the work is complete and provide a cleanup report for each site, including total weight of debris removed.
- H. Contractor shall notify the City's designated representative in the event that the site becomes occupied again prior to or during the work, or if an adjacent homeless encampment is discovered in the general area during a project to obtain authorization prior to proceeding with any additional work that was not identified in the work scope.
- I. Contractor shall follow best practices work procedures to safely manage any hazardous materials found on the jobsite, including urine, feces, solid personal hygiene items, syringes, and other materials which could pose a health threat.
- J. Contractor shall trim shrubs and vegetation, as requested by the City, as a deterrent measure for future encampments.
- K. Contractor shall immediately contact the Burien Police Department if a weapon is found.
- L. Contractor shall always perform work in a timely and efficient manner and in a courteous and business-like manner.
- M. Contractor shall properly handle and dispose of solid waste and hazardous waste in accordance with all applicable laws.

3.0 City Responsibilities:

- A. Issue a work order and install notice to vacate signs notifying encampment users of a minimum of a 72-hour notification to start time of a cleanup project.
- B. Provide bags and tags and identify and tag certain items as "personal property". Such items include but are not limited to items in good repair such as tents, backpacks, medication, eyeglasses, books, jewelry, stoves, audio equipment, toiletries, personal records, handbags, personal photographs, duffel bags, bedrolls, blankets, watches, and clean clothing. The City will transport identified property for storage to a site designated by City.
- C. Provide a City representative to serve as a point of contact for reviewing work orders, authorizing work, addressing issues and questions.

4.0 Safety and Training:

- A. Safety and appropriate training/licensing are critical requirements for the selected Contractor. At no time is the Contractor expected to interact with the homeless residents or put their employees at risk.
- B. Contractor shall comply with all safety rules, protocols, and licensing requirements mandated by the State of Washington.
- C. Work may be performed in inclement weather. Jobsites can be in heavy foliage, steep embankments, next to highways or roads, and other areas requiring alertness to the environment and pre-planning to prevent injury or illness. Contractor shall perform a hazard assessment and provide all training and supplies necessary.
- D. Contractor shall be OSHA certified to operate any heavy equipment required to complete the illegal dumping or encampment clean-up work, including trash compactors, bulldozers, graders or other ground moving equipment.
- E. Contractor shall conform to all applicable occupational safety and health standards, rules, regulation and orders established by the State of Washington. The Contractor shall provide all safety equipment, materials, and will supply training as required. The Contractor shall provide its employees with appropriate safety apparel. This apparel shall include but not be limited to hardhats, safety glasses, vest, gloves, Tyvek suits, face coverings, and leather (or adequately puncture resistant) boots.
- F. Contractor shall be trained annually in OSHA's Bloodborne Pathogen Standard 1910.1030. This training must be supplemented with precautions regarding West Nile Virus, hanta virus, and histoplasmosis. Employees must have work procedures to be able to safely manage urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat. Wearing Personal Protective Equipment and following other protocols established for this situation must be followed. The Contractor will dispose of this waste material and syringes by appropriate means in accordance with local, regional, state and federal laws.
- G. During the COVID-19 pandemic, the contractor shall provide the city with their COVID-19 Response Plan explaining how they will operate to protect themselves from coming into contact with materials that may contain the virus.
- H. Contractor shall provide copies of any training records and licenses required by the City upon request.

5.0 Contract Costs

Submitted proposals should include all contractor costs including labor, fleet, fuel, etc. Costs not included in the proposal will be at the contractor's expense.

- A. Single mobilization for each site, with only one payment per site regardless of how many days a single cleanup may require, to include all pre-site work setup up times, site travel times, planning, and other tasks to get the site ready to perform cleanup.
- B. Includes prevailing wage labor and equipment necessary to perform all site cleanup operations.
- C. Includes prevailing wage labor for containment of biohazardous waste, transient debris or any litter that poses health and safety risk, removal of contaminated contents, personal protective equipment, consumable supplies, administrative fees, and photo documentation.
- D. Containment, transportation, and disposal of biohazard material per containment unit.
- E. Containment, transportation, and disposal of non-biohazard material off site based on weight.

6.0 Proposal Format

Please submit your proposal to **Lisa Aumann** at Lisaa@burienwa.gov by September 2, 2020 at 3:00 PM. If you have questions, please contact Carolyn Hope at (206) 391-1646 or carolynh@burienwa.gov.

The City reserves the right to waive informalities and to reject all proposals at its sole discretion.

Contractors are encouraged to keep their proposals brief and relevant to the specific work required. Proposals shall include the following items:

A. Work Proposal

1. Cover Letter

- a) The name, address and phone number of the contractor’s contact person for the remainder of the selection process.
- b) Any qualifying statements or comments regarding the contractor’s proposal, the information provided in the RFP or the proposed contract.
- c) Identification of sub-contractors and their responsibilities.
- d) Statement of Commitment to meet 72 hours response time after notification.

2. Statement of Qualifications

- a) A listing of proposed project personnel, including personal experiences and individual resumes for prime contractors and sub-contractors.
- b) Contractor’s and sub-contractor experience with similar work, including names and current phone numbers of references for existing and past clients.
- c) Reference list of three (3) clients for similar projects. Describe the relevant clean-up service performed and include the project scale/size (amount of debris removed), contract amount, the equipment used, and number of personnel.

3. Summary of Costs (per Section 5, Contract Costs)

- a) Mobilization per site
- b) Personnel and Equipment Rates
- c) Containment and Disposal Rates per unit or weight as necessary.
- d) Other

7.0 Special Requirements

A commitment to provide the following items to the City prior to Contract Execution

- A. OSHA Bloodborne Pathogen Certification.
- B. OSHA certified to operate any heavy equipment.
- C. COVID-19 Response Plan.

8.0 Selection Process

Work Proposals will be reviewed by the City based on the following criteria.

Criteria	Points Available
Team Qualifications	30
Relevant Experience	30
Ability to Mobilize Within 72 hours	15
Cost Proposal	25
Total	100

The City will open contract negotiations with the top ranked firm. The successful contractor will be expected to enter into the attached contract (Attachment A).

9.0 General Administrative Information

Each respondent understands and agrees that the City, its departments, their officers, employees or agents is not responsible for:

- A. Any costs incurred by a respondent in the preparation, delivery or presentation of a proposal.
- B. Any costs incurred by a respondent in meeting the criteria as a result of making or submitting a proposal or subsequently in entering into a formal agreement with the City.
- C. Any errors, inaccuracies or misstatements related to the information or data supplied to any consultant by the City. The use of such information or data provided by the City, its officers, employees or agents is intended to be used at the sole discretion and risk of the firm in the preparation of a proposal pursuant to this Request for Proposal only.

All proposals submitted in response to this RFP shall become the property of Burien and will not be returned and such proposals, after the contract is awarded, are subject to the Washington State Public Records Act.

10.0 Acceptance/Rejection Modification

The City reserves the right to accept or reject any and all proposals, negotiate modifications to proposals that it deems acceptable, to request and consider additional information from any proposer and to waive minor irregularities and technical defects in this proposal process. The City reserves the right to seek new proposals when it determines that it is in the best interest of the City to do so.

11.0 Authority to Withdraw

Burien reserves the right to withdraw this Request for Proposal (RFP) without prior notice. The City makes no representation that any agreement will be awarded to any firm as a result of having responded to this request. All proposals submitted in response to this RFP shall become the property of the City and will not be returned.

12.0 Attachments

- A Limited Public Works Contract Example

LIMITED PUBLIC WORKS CONTRACT

City of Burien and **NAME**

This Agreement is entered into by and between the City of Burien, Washington, a noncharter optional municipal code city (“Burien”), and **NAME**, a company organized under the state of Washington, (the “Contractor”), whose principal office is located at **Address**, and collectively referred to as “Parties.”

WHEREAS, Burien needs to have certain work performed for its citizens but does not have the resources to perform such work, and

WHEREAS, Burien wants to have the Contractor perform such work under certain terms and conditions,

NOW, THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions set forth below, and incorporating the language above, the Parties hereto agree as follows:

1. Scope and Schedule of Work.

- A. The Contractor shall perform the work described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth.
- B. The Contractor represents that it is qualified to perform the work in accordance with generally accepted construction practices within the Puget Sound region.
- C. The Contractor shall request and obtain Burien’s prior written approval before the initiation of any specific task not included in the scope of work. If the scope or schedule is to be modified in any way, Burien’s prior written approval is also required.
- D. The Contractor shall provide all equipment and utility, labor, materials, tools, and transportation services along with all miscellaneous items necessary to perform this Agreement.
- E. All work shall be accomplished in a workmanlike manner in strict conformity with the Contract Documents.

2. Contract Documents.

The following documents are incorporated in this Agreement and any inconsistencies in said documents shall be resolved in the following order of preference:

- a. Addenda (attached if any)
- b. Limited Public Works Contract

- c. Scope and Schedule of Work (attached as Exhibit A)
 - d. Proposal/Bid (**not applicable**)
 - e. Supplementary provisions, conditions, and certifications or declarations, as required pursuant to federal or state funding requirements (attached if any)
 - f. Special Provisions (attached if any)
 - g. Standard Specifications for Road, Bridge, and Municipal Construction and amendments thereto (WSDOT/APWA current edition) (“Standard Specifications”) (referenced but not attached) (attached if any)
 - h. Contract Plans (attached if any)
 - i. Standard Plans for Road, Bridge and Municipal Construction and amendments thereto (WSDOT/APWA current edition) (referenced but not attached) (attached if any)
 - j. Payment and Performance Bond (attached if any) (optional for contracts under \$35,000-see Section 17)
 - k. Retainage Bond (attached if any) (retainage is optional for contracts under \$35,000 and retainage bond is optional for all other contracts-see Section 5).
3. Commencement of Work. Work shall not proceed under this Agreement until the following conditions have been met:

- A. The Parties have signed and fully executed the Agreement.
- B. The Contractor has provided Burien with the certificates of insurance required under Section 12.
- C. The Contractor has obtained a City of Burien Business License.
- D. The Contractor has provided Burien with satisfactory documentation that Contractor is licensed and bonded as a contractor in Washington State.

These conditions shall be satisfied within ten (10) calendar days of Burien’s Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, Burien shall issue a Notice to Proceed, and the Contractor shall commence work within five (5) calendar days of the date of said Notice.

4. Time of Completion/Liquidated Damages.

- A. The Contractor shall complete the work by _____.

- B. Time is of the essence in the performance of this Agreement. The Contractor shall diligently pursue the work to physical completion by the date specified in this section. If said work is not completed within the time specified, the Contractor agrees to pay Burien as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications for each and every calendar day said work remains uncompleted after expiration of the specified time.

5. Compensation and Method of Payment.

- A. The Contractor shall be paid a total amount equal to the unit and lump sum prices set forth in the proposal/bid, **which shall not exceed \$_____**, price includes sales tax. If the work to be performed as specified in Exhibit A, Scope and Schedule of Work, is for “street, place, road, highway, etc.” as defined in WAC 458-20-171, then the applicable Washington State retail sales tax on this Agreement shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this Agreement.
- B. Payments shall be made by Burien to the Contractor based on month-end billings. Burien shall pay the Contractor for work rendered within thirty (30) days after receipt of an invoice in a form similar to Exhibit B attached hereto. If the Contractor’s invoice, supporting documentation, and reports are not submitted within ninety (90) calendar days after completion of the work, Burien shall be relieved of all liability for payment to the Contractor of the amounts identified in the invoice or any subsequent invoice; provided, however, Burien may elect to pay any invoice that is not submitted on time. The Contractor shall complete and return Exhibit C, Form W-9 Request for Taxpayer Identification Number, to Burien on or before the execution of this Agreement.
- C. Burien’s payment shall not constitute a waiver of Burien’s right to final inspection and to withhold acceptance of the work until all defects or deficiencies are rectified.
- D. The Contractor shall keep all records and accounts pertaining to this Agreement for inspection by Burien representatives for a period of three (3) years after final payment. Copies shall be made available to Burien upon request.
- E. If, during the course of this Agreement, the work rendered does not meet the requirements set forth in the Contract Documents, the Contractor shall correct or modify the work to comply with said requirements. Burien may withhold payment for such work until it meets the requirements of the Contract Documents. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, Burien may complete the work by contract or otherwise, and the Contractor shall be liable to Burien for any additional costs incurred by Burien. “Additional costs” shall mean all reasonable costs, including legal costs and attorneys’ fees, incurred by Burien beyond the maximum Contract price specified above. Burien further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, Burien’s payment to the Contractor for work performed shall not be a waiver of any claims Burien may have against the Contractor for defective or unauthorized work.

F. Since the Agreement amount is less than \$35,000, including applicable sales tax, Burien has elected to meet the requirements for a Limited Public Works Project under RCW 39.04.155(3), in which case the following shall apply:

1. Burien will not withhold statutory retainage under RCW Chapter 60.28. However, in lieu of such retainage Burien will not make the final payment to the Contractor until Final Acceptance of the work has been approved by Burien and the following actions have occurred:
 - a. The Washington State Department of Revenue has issued and Burien receives a release.
 - b. Affidavits of Wages Paid for the Contractor and all subcontractors are on file with the Contracting Agency (RCW 39.12.040).
 - c. The Washington State Employment Security Department has issued and Burien has received a certificate of Payment of Contributions Penalties and Interest on Public Works Contract.
 - d. The Washington State Department of Labor and Industries (per Section 1-07.10 of the Standard Specifications) shows the Contractor is current with payments of industrial insurance and medical premiums.
 - e. All of the Contractor's subcontractors and/or suppliers have provided Burien with releases, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.
2. The Contractor may, prior to the execution of this Agreement and in lieu of the performance and payment bond required in Section 17, elect to have Burien retain 50% of the Agreement amount for a period of either thirty (30) calendar days after final acceptance, or until all actions set forth above in Section 5.F.1.(a)-(e) have occurred, whichever is later.

G. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

H. Requests for change orders and/or payments for any alterations in or additions to the work provided under this Agreement shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

I. Final Acceptance of the work by Burien will be determined when the work is one hundred percent (100%) complete.

J. In the event that Burien terminates this Agreement pursuant to Section 8, the Contractor shall not be entitled to receive any further amounts due under this Agreement until the

work specified in the Scope and Schedule of Work is satisfactorily completed up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Agreement exceeds the expense incurred by Burien in finishing the work, and all damages sustained by Burien or which may be sustained by Burien or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of the Contractor performing the work, Burien shall pay the Contractor such excess amount. If Burien's expense and damages exceed the unpaid balance, the Contractor and its surety shall be jointly and severally liable therefore to Burien and shall pay such difference to Burien. Such expense and damages shall include all reasonable legal expenses and costs incurred by Burien to protect the rights and interests of Burien under the Agreement.

6. Contractor's Responsibilities.

- A. Safety. The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal and state statutes and all federal, state and local regulations, ordinances and codes. The Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or unusual hazards.
- B. Trench Safety Systems. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.
- C. Correction of Defects. The Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered within one year after acceptance of the work. The Contractor shall start work to remedy such defects within seven (7) calendar days of mailing notice of discovery thereof by Burien and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by Burien, in which case the cost shall be borne by the Contractor.
- D. Guarantee of Work. The Contractor shall guarantee and warrant all of the work and materials to be free from defects for a period of one (1) year from the date of Final Acceptance of the work. The Contractor shall remedy any defects in the work and materials and pay for any damages resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. Burien will give notice of observed defects with reasonable promptness. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by Burien until the work or equipment is repaired or replaced by the Contractor and accepted by Burien. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment. The Contractor shall also provide Burien with manufacturer's warranties for all components, materials and equipment installed as part of the work.

- E. Contractor's Risk of Loss. The Contractor understands and agrees that the whole of the work under this Agreement is to be done at the Contractor's risk; that the Contractor is required to familiarize itself with all existing conditions and other contingencies likely to affect the work and has made its bid accordingly; and that the Contractor shall assume the responsibility and risk of all loss or damage to work and materials that may arise from any cause whatsoever prior to completion of the work.
- F. Employment. Any and all employees of the Contractor while engaged in the performance of any work or services required of the Contractor under this Agreement shall be considered to be the Contractor's employees only and not Burien employees. As a result, the Contractor and those working for or on the Contractor's behalf shall not be entitled to any benefits, healthcare, salary, or anything else from Burien. All claims that may arise under the Workers' Compensation Act on behalf of said employees and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees shall not be Burien's obligation.
- G. Reports - Printed Copies & Electronic Version: When reports are required to be submitted to Burien under this agreement, the Contractor will provide a printed copy to Burien and an electronic version. The Contractor shall submit said electronic version to Burien in a computer format compatible with PC software programs in current use by the City of Burien (Microsoft Office, AutoCAD, Adobe Acrobat, ESRI Arc GIS, etc.).

7. Compliance with Laws.

- A. The Contractor shall at all times comply with all federal or state statutes, and all federal, state, and local rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.
- B. The Contractor agrees to obtain a City of Burien business license before performing any work according to this Agreement. Further, the Contractor will not employ any independent contractors who have not obtained a City of Burien business license.

8. Termination of Agreement.

- A. This Agreement shall terminate upon satisfactory completion of the work by the Contractor and final acceptance and payment by Burien.
- B. Exclusive of the provisions set forth in section 12 of this agreement, Burien may terminate the Agreement and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient, by giving the Contractor ten (10) calendar days written notice upon the occurrence of any one or more of the following events:
 - 1. The Contractor makes a general assignment for the benefit of its creditors.
 - 2. A receiver is appointed as a result of the insolvency of the Contractor.




3. The Contractor persistently or repeatedly refuses or fails to complete the work required herein.
 4. The Contractor fails to make prompt payment to subcontractors for material or labor.
 5. The Contractor persistently disregards federal, state or local regulations and ordinances.
 6. The Contractor persistently disregards instructions of Burien's authorized representatives or otherwise materially violates the terms of this Agreement
 7. Burien determines that sufficient operating funds are not available to fund completion of the work contracted for.
- C. The Contractor may terminate this agreement and return possession of the premises to Burien and any materials thereon, by providing Burien with ten (10) calendar days written notice.

9. Ownership of Documents.


- A. All calculations, computer files, documents, drawings, maps, models, photographs, specifications, and other materials produced by the Contractor in connection with the services rendered under this Agreement, upon Burien's request, shall become Burien's property whether the project for which they are made is executed or not.
- B. Any data, information, records, reports, or other documents or materials given to, or prepared or assembled by, the Contractor under this Agreement will be kept confidential and shall not be made available to any individual or organization by the Contractor without Burien's prior written approval, by court order, or as required by applicable public disclosure laws.

10. Contact Information.

The point of contact for the City of Burien is:


 City of Burien,
 400 SW 152nd St., Ste. 300
 Burien, WA 98166
 Phone No. 
 E-mail: @burienwa.gov

The point of contact for the Contractor is:

NAME
TITLE
ADDRESS
 () 

E-mail:

11. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold Burien, its agents, counsel, directors, employees, officers, officials (appointed and elected), representatives, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees, court costs, and expenses, arising out of or resulting from the Contractor's acts, errors or omissions in the performance of this Agreement, except for injuries and damages caused by Burien's sole negligence.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115 (Validity of agreement to indemnify against liability for negligence relative to construction, alteration, improvement, etc., of structure or improvement attached to real estate or relative to a motor carrier transportation contract), 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 Burien, its agents, employees, directors, officers, officials (appointed and elected), and volunteers, the Contractor's liability, including the duty and cost to defend, 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 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.

12. Insurance.

A. Insurance Term.

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, its agents, contractors (of any tier), employees, or representatives.

B. No Limitation.

The Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit Burien's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance.

The Contractors required insurance shall be of the types and coverage as stated 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.
2. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury, advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There

shall be no exclusion for liability arising from explosion, collapse or underground property damage. Burien shall be named as additional an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for Burien 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 at least as broad coverage.

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

D. Minimum Amounts of Insurance

The 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 for each accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 for each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

E. City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, Burien 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 agreement or whether any certificate of insurance furnished to Burien evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provision

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance for Burien. Any Insurance, self-insurance, or self-insured pool coverage maintained by Burien shall be excess of the Contractor's insurance and shall not contribute with it.

G. Acceptability of Insurers

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

H. Verification of Coverage

The Contractor shall furnish Burien with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by Burien, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this agreement and evidence of all subcontractors' coverage.

I. Subcontractors' Insurance.

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 Burien is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

J. Notice of Cancellation

The Contractor shall provide Burien and all Additional Insureds for this work with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

K. Failure to Maintain Insurance

The Contractor's failure to maintain the insurance as required shall constitute a material breach of contract, upon which Burien may, after giving the Contractor five (5) business days' notice 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 Burien on demand, or at Burien's sole discretion, offset against funds due to the Contractor from Burien.

13. Prevailing Wages.

- A. This Agreement requires prevailing wages under RCW 39.12. Any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage. Current prevailing rates of pay, benefit, and overtime codes can be found at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. The project site is located in King County. A printed copy of the applicable wage rates is also available for viewing at the City of Burien. Burien will provide a hardcopy upon request.

The effective date for prevailing wages on this project will be the prime contractor's bid due date with these exceptions:

1. If the project is not awarded within six (6) months of the bid due date, the award date is the effective date.
2. If the project is not awarded pursuant to bids, the award date (the date the agreement is executed) is the effective date.
3. Janitorial contracts must follow the provisions of WAC 296-127-02.

For prevailing wage questions, contact the Washington State Department of Labor and Industries at pw1@Lni.wa.gov or (360) 902-5335.

For this agreement, the prime contractor bid due date is .

- B. The Contractor shall file all necessary paperwork, including but not limited to the Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries.

If required by the Department of Labor and Industries, the Contractor shall file on an annual basis, any necessary updates to the Statement to reflect increase in prevailing wage rates as may be promulgated by the Department of Labor and Industries.

- C. Burien shall make no payment to the Contractor until such Statement of Intent to Pay Prevailing Wages, and any necessary update(s) have been filed with the Department of Labor and Industries and a copy of such filing provided to Burien.
- D. At the end of the this Agreement, once the work has been completed, Contractor shall file an Affidavit of Wages Paid with the Department of Labor and Industries, obtain approval of the Affidavit, and submit the approved Affidavit to Burien before Burien makes its last payment.
- E. When requesting payment from Burien for the increase in prevailing wages paid to its employees performing work on the Agreement, the Contractor shall submit the following documentation to Burien for review:
 - 1. Breakdown of wage rates of Contractor's employees performing work under the Agreement in the first year of the agreement and the wage rates in subsequent years of the Agreement;
 - 2. Payroll records demonstrating payment of prevailing wage rates for employees whose wage rates increased and total hours of work performed under the agreement for these wage rates;
 - 3. The difference, expressed in dollars, between total wages paid in the first year and the higher wages paid in a subsequent year due to increase in prevailing wage rates.

14. Changes. Burien may issue a written change order for any change in the work during the performance of this Agreement. If the Contractor determines that a change order is necessary, the Contractor must submit a written change order request to Burien 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 Burien determines that the change increases or decreases the Contractor's costs or time for performance, Burien will make an equitable adjustment. Burien will attempt, in good faith, to reach an agreement with the Contractor on all equitable adjustments. However, if the Parties are unable to agree, Burien 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 Burien or an oral order from Burien before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this Section, the Contractor thereby waives its right to make any claim or submit subsequent change order requests for that portion of the work.

The Contractor shall be deemed to have accepted 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 the 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.

15. Assignment and Subcontract. The Contractor may not assign or subcontract any portion of the services contemplated by this Agreement without Burien's prior written consent.

16. Independent Contractor. The Contractor is and shall be at all times during the term of this Agreement an independent contractor, and not an employee of Burien. Any and all employees of the Contractor or other persons while engaged in the performance of any work or services required of the Contractor under this Agreement shall be considered to be the Contractor's employees only and not Burien employees. As a result, the Contractor and those working for or on the Contractor's behalf shall not be entitled to any benefits, healthcare, salary, or anything else from Burien. The Parties agree to the following rights consistent with an independent contractor relationship:

- A. The Contractor has the sole right to control and direct the manner, means, and method by which the work required by this Agreement will be performed.
- B. Unless otherwise specified in the Contract Documents, the Contractor shall provide all materials, office space, and other necessities, and shall obtain and keep in force all necessary licenses and permits, to perform the work.
- C. The Contractor or the Contractor's employees or contract personnel shall perform the work required by this Agreement; Burien shall not hire or supervise any assistants to help the Contractor.
- D. Neither the Contractor nor the Contractor's employees or contract personnel shall receive any training from Burien in the skills necessary to perform the work required by this Agreement.
- E. Burien shall not require the Contractor or the Contractor's employees or contract personnel to devote full time to performing the work required by this Agreement.

The Contractor acknowledges that it is responsible for the payment of all charges and taxes applicable to the work performed under this Agreement, and the Contractor agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the Contractor's status as an independent contractor. If Burien is assessed, liable or responsible in any manner for such charges or taxes, the Contractor agrees to hold Burien harmless from such charges, taxes, costs, expenses, and fees, including attorneys' fees.

The Contractor shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Agreement unless otherwise specified in writing.

The Contractor, at its expense, shall obtain and keep in force any and all necessary licenses and permits to perform the work provided for herein.

This Agreement shall be for the Parties' sole benefit, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third-party against either party.

The Contractor understands that neither the Contractor nor the Contractor's employees or contract personnel are eligible to participate in any employee health, pension, sick pay, vacation pay, or other Burien fringe benefit plan. Burien shall not obtain or expected to obtain workers' compensation

insurance on behalf of the Contractor or the Contractor's employees. Burien shall make no state or federal unemployment compensation payments on behalf of the Contractor or the Contractor's employees or contract personnel. The Contractor will not be entitled to these benefits in connection with work performed under this Agreement. Burien shall not provide any insurance coverage of any kind for the Contractor or the Contractor's employees or contract personnel. The Contractor agrees to maintain adequate insurance to cover any negligent acts committed by the Contractor or the Contractor's employees or agents while performing services under this Agreement.

17. Performance and Payment Bond. Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Agreement, furnish a performance and payment bond to Burien in the full amount of the bid with a surety company as surety. Such bond shall be in the form provided by Burien and attached as Exhibit D and shall ensure that the Contractor shall faithfully perform all the provisions of this Agreement and pay all laborers, mechanics, subcontractors, materialmen, and persons who supply the Contractor and its subcontractors with provisions and supplies for performing the work. In providing such bond, the surety company shall be bound to the laws of the Washington State, and, in any proceeding to enforce the bond, the surety company shall be subject to the jurisdiction of the King County Superior Court.

18. Debarment.

- A. The Contractor certifies by signing this Agreement that to the best of its knowledge and belief that it:
 1. Is not debarred, proposed for debarment, declared ineligible, suspended, or voluntarily excluded from covered transactions by any federal department or agency.
 2. Has not within the three years preceding this Agreement, been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Has not been indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 4. Has not within the three years preceding the signing of this Agreement had one or more public transactions (federal, state, or local) terminated for cause of default.
- B. Where the Contractor (of any tier) is unable to certify to any of the statements in this Agreement, the Contractor shall attach an explanation to this Agreement.
- C. By signing this agreement the Contractor agrees that it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, declared ineligible, suspended or voluntarily excluded from participation in this covered transaction.

D. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction.

LOWER TIER COVERED TRANSACTIONS

1. By signing this agreement, the lower-tier Contractor certifies that neither it nor its principals are presently debarred, proposed for debarment, declared ineligible, suspended, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. If the lower-tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
19. Nondiscrimination. Discrimination Prohibited. The Contractor shall not discriminate against any employee, an applicant for employment, or any person seeking the services of the Contractor to be provided under this Agreement based on age, color, creed, gender, gender expression, gender identity, gender preference, marital status, military or veteran status, national origin, families with children, race, religious beliefs, sexual orientation, sexual preference, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a disabled person unless it is a bona fide occupational qualification reasonably necessary to the normal operation of the particular business. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the performance of work under this Agreement. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Agreement, and the Contractor may be barred from performing work for Burien in the future unless the Contractor demonstrates to the satisfaction of Burien that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.
20. The Americans with Disabilities Act. The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in Chapter 49.60 RCW and its implementing regulations, with regard to the work performed pursuant to this Agreement. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.
21. Entire Agreement. This Agreement is the entire agreement between the Parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the Parties. Either party may request changes in the agreement. Proposed changes that the Parties mutually agree upon shall be incorporated by written amendments to this Agreement.
22. Severability.
- A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not

be affected, and the Parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

- B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

23. Governing Law and Venue. This Agreement shall be governed by and construed under the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees, court costs, and expenses.

24. Authority. The persons executing this Agreement on behalf of the Parties represent and warrant that they have been fully authorized to execute this Agreement and to legally bind their respective Parties to all the provisions of this Agreement.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

In witness whereof, the Parties have executed this Agreement as of _____, 20__.

City of Burien

Contractor

By: _____

By: _____

Name: _____

Name: _____
(please print or type)

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

Garmon Newsom II, City Attorney

EXHIBIT A
SCOPE AND SCHEDULE OF WORK

EXHIBIT B

Billing Voucher

To: City of Burien
400 SW 152nd St., Suite 300
Burien, Washington 98166
Phone: (206) 241-4647
Facsimile: (206) 248-5539

Contractor: _____ Telephone: _____

Mailing Address: _____

Specific Program: _____

Contract period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Invoice Number: _____ Date of Invoice _____

Authorized signature

BUDGET SUMMARY:

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Total requested this contract to date	\$ _____
Balance remaining	\$ _____

Note: The Contractor should use its invoice form. If the invoice does not include the Budget Summary information shown above, then this form should be included with the Contractor's invoice.

EXHIBIT C

Request for Taxpayer Identification Number and Certification

Completed form should be given to
 the City of Burien, WA
 400 SW 152nd St., Ste 300
 Burien, WA 98166

Name (as shown on your income tax return)		
Business name, if different from above		
Check the appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other ▶-----		<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.)		
City, state and ZIP code		
Phone # ()	Fax # ()	Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The Tin provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3 of the IRS Form W-9 at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

Social security number

<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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OR

Employer identification number

<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am an U.S. person or other U.S. person (defined below)

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.

Sign Here	Authorized Signature ▶	Date ▶
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<p>Purpose of Form</p> <p>A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.</p> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:</p> <ol style="list-style-type: none"> Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), Certify that you are not subject to backup withholding, or Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. 	<p>Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:</p> <ul style="list-style-type: none"> An individual who is a U.S. citizen or U.S. resident alien, A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, An estate (other than a foreign estate), or A domestic trust (as defined in Regulations section 301.7701-7). <p>Additional information on the Form W-9 is available at: http://www.irs.gov/pub/irs-pdf/fw9.pdf</p> <p>The City of Burien, WA will also accept the IRS on-line fillable Form W-9 at http://www.irs.gov/pub/irs-pdf/fw9.pdf</p>
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EXHIBIT D
PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT whereas the City of Burien, King County, Washington has awarded to _____, Contractor, hereinafter designated as the "Principal", a contract for work items, which contract consists of the Contract Documents, including but not limited to the Proposal, Agreement, Standard Specifications, Special Provisions, Addenda and Plans, all made a part hereof, and which work items are generally described as

Project Title: _____,

and whereas said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract and for the payment of persons and subcontractors performing and providing materials for said contract;

NOW, THEREFORE, we, the Principal and _____ a corporation, organized and existing under and by virtue of the laws of the State of _____, and duly authorized to do business in the State of Washington as the "Surety", are firmly bound unto the City of Burien in the sum of: _____ (\$ _____)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the above bonded principal, his/her or 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 said 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 said contract that may hereafter be made, at the time and in the manner therein specified; and shall pay all laborers, mechanics, subcontractors and material, men, and all persons who shall supply such persons or subcontractors with provisions and supplies for the carrying on of such work on his/her, its or their parts, and anyone else permitted to claim under Ch. 39.08 RCW for labor, material and equipment provided in the performance of said contract; and shall pay the state with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due; and shall indemnify and save harmless the City of Burien, its officers and agents, from any damage or expense by reason of failure of performance as required by said contract, or any modifications thereof, or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after acceptance thereof by the City of Burien, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the contract or the work or to the specifications.

IN WITNESS THEREOF, the said Principal and the said Surety caused this bond and three (3) counterparts thereof to be signed by their duly authorized officers, this ____ day of _____, 20__.

Principal

By: _____

Title: _____

Address, email, and phone #: _____

Surety

By _____

Its Attorney-in-Fact (Certified copy of

Power of Attorney attached)

Address, email, and phone # of local office and agent
