



1104 MAPLE STREET, SUMNER WA 98390

**COMMUNITY DEVELOPMENT DEPARTMENT**

253-299-5520

**REQUEST FOR BIDS  
SMALL PUBLIC WORKS PROJECT  
Bids are due by 10:00 a.m. Thursday, February 2<sup>nd</sup>, 2023  
Prevailing Wages Are Required To Be Paid**

Please examine the enclosed sample contract documents and contract specifications carefully so that you will be familiar with the requirements of the Small Public Works Contract.

**PROJECT TITLE: Cemetery & Mitigation Site - Tree Removal (W-22-05)**

**Description of Work**

Remove one ponderosa pine tree located in the upright monument section of the Sumner Cemetery at 12324 Valley Ave E, Puyallup, WA 98372. The bid does not include stump removal. The tree was damaged in a windstorm and needs to be removed. The upright monument section of the cemetery has older headstones. Special attention will need to be made to not damage them.

Fell one cottonwood tree in the mitigation site north of 4504 East Valley Hwy and just south of Salmon Creek.

**STATE CERTIFICATION IS REQUIRED.**

Must have proper certifications and licenses and follow all applicable Federal, State and Local codes and regulations.

The work is further described in the Exhibit A, attached with this Request for Bids.

All work shall be completed in conformance with the City of Sumner Standards.

**Project Location**

City of Sumner Cemetery – 12324 Valley Ave E, Puyallup, WA 98372, parcel #0420233058  
City of Sumner Mitigation Site – XXX East Valley Hwy, parcel #0520183085

**Site Visit**



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A site visit is scheduled for **Wednesday, January 25th, 2023 at 11:00 AM**. We will meet at the Cemetery Office at 12324 Valley Ave E, Puyallup, WA 98372, we will then head to the Mitigation Site. Site visit attendance is not mandatory.

### **Addenda**

Bidders are responsible to check the City of Sumner website at <http://sumnerwa.gov> for the issuance of any addenda prior to submitting a bid.

### **Bid Submittal**

Bids must be submitted on the enclosed Proposal and be completed in the itemized format for each item of work and material required to produce the finished product(s). Bids must be emailed or delivered to Derek Barry, at [derekb@sumnerwa.gov](mailto:derekb@sumnerwa.gov) **no later than 10:00 a.m., on Thursday, February 2nd, 2023.**

A formal bid opening will not be held. Upon selection of a contractor, a summary of all bids received for this project will be available on the City of Sumner website at <http://sumnerwa.gov>.

### **Prevailing Wages**

This project is subject to all provisions of RCW 39.12. A copy of the applicable prevailing wage schedule will be furnished upon request or can be obtained at Labor and Industries website at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/>.

No payment shall be issued until the City receives a "Statement of Intent to Pay Prevailing Wages" form, approved by the State Department of Labor and Industries from the Contractor and each and every Subcontractor. No final payment or release of any retainage will be made until the City receives an "Affidavit of Wages Paid" form, approved by the State Department of Labor and Industries from the Contractor and each and every Subcontractor.

### **Industrial Insurance (Workers Comp)**

All Contractors and Subcontractors are required to pay industrial insurance for all employees involved in the performance of the work described herein. Failure to pay will be a breach and justify a demand on the contract bond. This obligation survives final acceptance. Industrial Insurance rates may be found on the web at <http://www.lni.wa.gov/ClaimsIns/Insurance/RatesRisk/default.asp>.

### **Insurance**

Contractor shall procure and keep in force during the term of this contract Commercial General Liability insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least



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\$2,000,000 in the annual aggregate, including but not limited to premises/operations (including off-site operations), blanket contractual liability and broad form property damage. Prior to the Contractor performing any work under this contract, Contractor shall provide the City with a Certificate of Insurance evidencing the insurance required and, by endorsement to Contractor's liability policy(ies), naming the City of Sumner, its officers, employees, and agents as Additional Insured.

The Contractor agrees to repair and replace all property of the City and all property of others damaged by itself, its employees, and subcontractors, and agents.

It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that he/she has familiarized itself with the conditions of excavation, backfill, materials, climatic conditions, and other contingencies likely to affect the work and has made its bid accordingly and that he/she is to assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

### **City of Sumner Business License**

A current City of Sumner Business License is required prior to performing work in the City of Sumner. You may obtain an application by visiting our website at: <http://sumnerwa.gov/living/business/license/>

### **Bid Award**

In addition to the quoted price, the contract for this project will be awarded to the lowest responsible bidder based on the bidder's ability, capacity and skill to perform the required work within the specified time, the quality of the bidder's performance of previous contracts or services and the bidder's compliance with laws relating to the contracts or services.

The City of Sumner shall issue a contract to the successful bidder. Work may proceed when the following conditions have been met:

- The contract has been fully executed by both parties
- A Certificate of Insurance together with a CG2010 endorsement of equivalent has been found acceptable by the City Attorney
- A Payment and Performance Bond has been executed or a letter on the contractors letterhead has been submitted to the City requesting 10% be withheld in lieu of a Payment and Performance Bond if the project is under \$150,000 (See the attached Contract Sample under XV BOND).
- A Statement of Intent to Pay Prevailing Wages, approved by the State Department of Labor and Industries has been received from the Contractor and each and every Subcontractor



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The City of Sumner reserves the right to reject any or all bids, waive technicalities or irregularities and to accept any bid if such action is believed to be in the best interest of the City.

### **Retainage**

Pursuant to RCW 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained. Please see City of Sumner Contract for more details outlining the option to have 10% withheld in lieu of a Payment and Performance Bond.

### **Payment and Performance Bond**

Pursuant to RCW 39.08.010, Payment and Performance Bond shall be required for this project. If the project is under \$150,000, the contractor may submit a letter on the contractors letterhead stating the contractor is electing to have 10% withheld in lieu of a Payment and Performance Bond (See the attached Contract Sample under XV BOND).

### **Payment Schedule**

Upon completion of the project, the City will process a payment to the Contractor in the amount of 90% or 95% of the total contract price (depending on what amount the Contractor chooses based on the option within the contract (See section XV BOND), provided the City has received **all** approved Intent to Pay Prevailing Wages forms. The remaining 5% or 10% shall be held by the City for 45 days following the City's acceptance of the project, or until the City's receipt of **all** approved Affidavit of Wages Paid forms, required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

### **Time of Completion**

Work shall start within ten (10) calendar days after execution of the contract and the issuance of a notice to proceed; and shall be completed within twenty (20) working days.

### **Contact Person**

Derek Barry, Community Services Manager, City of Sumner, phone 253.299.5714 or email [derekb@sumnerwa.gov](mailto:derekb@sumnerwa.gov)