RESOLUTION NO. 20-0488

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDEGWOOD, PIERCE COUNTY,
WASHINGTON, AWARDING THE CONTRACT FOR
THE CITY HALL FRONT LOBBY REMODEL TO
LAKE TAPPS CONSTRUCTION UNLIMITED IN
THE AMOUNT OF $126,055.30

WHEREAS, the City Council determined that the City Hall Front Lobby should be remodeled in order to improve workflow and staff interaction with the public; and

WHEREAS, the City has approved plans prepared by Gray and Osborne for the improvement of the City Hall Front Lobby, and the Engineer’s Estimate for such work was $93,744.70; and

WHEREAS, the City utilized a competitive bidding process to obtain bids for the work; and

WHEREAS, after three bids were received and opened, the City staff determined that the lowest responsible bidder was Lake Tapps Construction Unlimited (Bonney Lake, WA) in the amount of $126,055.30; and

WHEREAS, Gray and Osborne and the Public Works Director analyzed the proposal and recommended that Lake Tapps Construction Unlimited be awarded the contract as the lowest responsible bidder, based on its bid of $126,055.30; and

WHEREAS, the City Council considered the recommendation of Gray and Osborne and the Public Works Director during its regular Council meeting of January 14, 2020, and determined that the contract should be awarded to Lake Tapps Construction Unlimited;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGWOOD,
WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to execute the contract between the City of Edgewood and Lake Tapps Construction Unlimited in the amount of $126,055.30 for the City Hall Front Lobby Remodel, which is attached hereto as Exhibit A.

Section 2. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 14TH DAY OF JANUARY, 2020

Daryl Hidinger, Mayor
ATTEST:

[Signature]

Rachel Pitzel, CMC
City Clerk
Exhibit A
Agreement and Bond Forms
CITY HALL LOBBY REMODEL
AGREEMENT BETWEEN
THE CITY OF EDGEOOD &
LAKE TAPPS CONSTRUCTION UNLIMITED

THIS AGREEMENT is entered into by and between the CITY OF EDGEOOD, a
municipal corporation (hereinafter called the Owner) and Lake Tapps Construction
Unlimited (hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

This Project consists of furnishing all labor, materials, and equipment necessary for the
remodel of approximately 700 square feet of the existing Lobby within the main entrance
to the City of Edgewood City Hall including, but not limited to, demolition, new cubicle
partition walls with tempered glass panels, new plastic-laminate casework and
countertops, and electrical modifications, as well as handling, protection and
modification of existing live-edge Maple slab countertops.

ARTICLE 2. CONTRACT TIME.

The Contractor shall substantially complete the Work required by the Contract within 50
working days (the Substantial Completion Date) and physically complete the Work
within 65 working days (the Physical Completion Date) in accordance with the General

ARTICLE 3. LIQUIDATED DAMAGES.

The Owner and the Contractor recognize that time is of the essence and that the Owner
will suffer financial loss if the Work is not completed within the time, plus any
extensions thereof, allowed in accordance with the Contract. They also recognize the
inconvenience, expense, and difficulties involved in a legal proceeding to prove the
actual loss suffered by the Owner if the Work is not completed within the time allowed in
the Contract. Accordingly, the Owner and the Contractor agree that as liquidated
damages for delay, and not as a penalty, the Contractor shall pay the Owner $500.00 per
day for each working day beyond the Substantial Completion Date that the Contractor
achieves substantial completion of the Work and $500.00 for each working day beyond
the Physical Completion Date that the Contractor achieves physical completion of the
Work.

ARTICLE 4. CONTRACT PRICE.
The Owner shall pay the Contractor the amount(s) set forth in the Proposal (in United States dollars) for completion of the Work in accordance with the Contract. Procedures for payment shall be in accordance with the General Conditions. See Section 3.04.12. Payment of wages shall be in accordance with the General Conditions. See Section 3.03.4(1).

The Contractor shall complete and return to the Owner a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal.

ARTICLE 5. CONTRACT.

The Contract, which comprises the entire agreement between the Owner and the Contractor concerning the Work, consists of the following as if fully incorporated herein or attached hereto:

- This Agreement;
- The Contractor's Proposal including the bid, bid schedule(s), information required of bidder, Proposal bond, and all required certificates and affidavits;
- The Performance Bond and the Public Works Payment Bond;
- The Contract Provisions, including the Supplementary General Conditions and General Conditions, and the 2018 WSDOT Standard Specification, as referenced;
- The Plans (or drawings) consisting of 7 sheets, as listed in the index on sheet 1 of the Plans;
- Retainage Form, if required, in accordance with the General Conditions. See Section 3.04.18;
- Change Orders issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in this Article 5. In the event of a conflict between the provisions of any of the contract documents listed above, the provisions of the document first listed shall prevail. The Contract may be amended only in writing by Change Order or other written amendment as provided in the Contract.

ARTICLE 6. WARRANTIES/GUARANTEE.

The Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship in accordance with the General Conditions. See Sections 3.03.5(1), 3.04.5, and 3.04.17.
ARTICLE 7. CHANGES.

Changes to the Scope of Work to be performed, or the amount of the Contract sum, or in the time for completion of the Work, shall be in accordance with the General Conditions. See Section 3.04.06.

ARTICLE 8. BONDS AND RETAINAGE.

Upon execution of this Contract, the Contractor shall furnish bonds in accordance with the General Conditions. See Section 3.03.5.

Progress estimate payments made to the Contractor shall include retainage in accordance with the General Conditions. See Section 3.04.18.

ARTICLE 9. PREVAILING WAGE.

The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the Work of this Contract will be paid not less than the prevailing rate of wage for an hour’s work in accordance with the General Conditions. See Section 3.03.4.

ARTICLE 10. TERMINATION.

The Owner reserves the right to terminate or suspend this Contract in accordance with the General Conditions. See Section 3.07.

ARTICLE 11. INDEMNIFICATION.

The Contractor shall defend, indemnify and hold harmless the Owner and the Engineer and their appointed and elective officers, agents and employees in accordance with the General Conditions. See Section 3.03.5(5).

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under State Industrial Insurance Law in accordance with the General Conditions. See Section 3.03.5(5)b.

For purpose of defending any work place injury claims by employees of the Contractor and Subcontractors, the Contractor waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specifically negotiated between the parties and is hereby acknowledged by the Contractor.

[Signature] (Contractor’s initials)

ARTICLE 12. INSURANCE
AGREEMENT – Continued

The Contractor shall maintain insurance in accordance with the General Conditions. See Section 3.03.5.

ARTICLE 13. MISCELLANEOUS.

13.1 Assignment/Delegation. The Contractor shall not assign this Contract nor delegate any duties hereunder in accordance with the General Conditions. See Section 3.01.3. The Contractor shall not assign any rights under or interests in the Contract, including but not limited to rights to payment, without the prior written consent of the Owner. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under the Contract.

13.2. Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the City of Edgewood Municipal Code and regulations and ordinances of the City of Edgewood. This Contract shall be deemed to have been executed and delivered within the State of Washington and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be in accordance with the General Conditions. See Section 3.05.3.

13.3 Business License. The Contractor will be required to obtain a City of Edgewood business license prior to performing any services and maintain the business license in good standing throughout the term of this Contract with the Owner. A city business license application can be found at: https://dor.wa.gov/city-license-endorsements/edgewood.

13.4 Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the Owner for any purpose. The Contractor will solely be responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement. The Owner shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Contractor or any employee of the Contractor.

13.5 Non-Endorsement. As a result of the selection of a Contractor to supply products and/or services to the Owner, the Contractor agrees to make no reference to the Owner in any literature, promotional material, brochures, sales presentation or the like without the prior express written consent of the Owner.

13.6 Waiver. The failure of the Owner to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

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AGREEMENT – Continued

13.8 **Entire Contract/Binding Effect.** This Contract the entire agreement between the parties hereto.

13.9 **Modification.** No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties in accordance with the General Conditions. See Section 3.04.06.

13.10 **Severability.** If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

The Contract is binding upon the Owner and the Contractor, and their respective partners, successors, assigns and legal representatives.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year indicated below.

**CITY OF EDGEWOOD**

By ____________________________

Date 21 Oct 2022

**CONTRACTOR**

License No. LAKETUC101JB

By ____________________________

Title Darrel Heen, President

Attest ____________________________

Name and Address for giving notices (print)

Lake Tapps Construction Unlimited

PO Box 7318

Bonney Lake, WA 98391
PERFORMANCE BOND

to CITY OF EDGEWOOD, WA

Bond No. 107 175 488

The CITY OF EDGEWOOD, Washington, (City) has awarded to Lake Tapps Construction Unlimited (Principal), a contract for the construction of the project designated as City Hall Lobby Remodel in Edgewood, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

Travelers Casualty and Surety Company of America (Surety), a corporation, organized under the laws of the State of Connecticut and licensed to do business in the State of Washington as surety and named in the current list of “Surety Companies Acceptable in Federal Bonds” as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of One-Hundred Twenty-Six Thousand Fifty-Five and 30/100 US Dollars ($126,055.30) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

Lake Tapps Construction Unlimited

By

DARREL HEEN

Principal Signature

Date

Printed Name

Title

SURETY

Travelers Casualty and Surety Company of America

By

Christine V. Felicetti

Surety Signature

Printed Name

Attorney-in-Fact

Title

Name, address, and telephone of local office/agent of Surety Company is:

c/o CB & MS of WA, INC.

PO Box 75715

Seattle, WA 98175  206-361-9693

Approved as to form:

City Attorney, City of Edgewood

Date

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PUBLIC WORKS PAYMENT BOND
to CITY OF EDGEWOOD, WA
Bond No. 107 175 488

The CITY OF EDGEWOOD, Washington, (City) has awarded to Lake Tapps Construction Unlimited (Principal), a contract for the construction of the project designated as City Hall Lobby Remodel in Edgewood, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

Travelers Casualty and Surety
The Principal, and Company of America (Surety), a corporation organized under the laws of the State of Connecticut and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of One-Hundred Twenty-Six Thousand Fifty-Five and 30/100 US Dollars ($126,055.30) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08, 39.12 and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties’ duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

Lake Tapps
PRINCIPAL
Construction Unlimited

By
DARRYL HEEN
Principal Signature
1/10/2020
Date

Travelers Casualty and Surety
SURETY
Company of America

By
CHRISTINE V. FELICETTY
Surety Signature
Date

Christine V. Felicetty
Printed Name

Attorney-in-Fact
Title

Name, address, and telephone of local office/agent of Surety Company is:
c/o CB & MS of WA, INC.

PO Box 75715
Seattle, WA 98175  206-361-9693

Approved as to form:

City Attorney, City of Edgewood

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POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Christine V. Felicetti of Seattle, Washington, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.

State of Connecticut
City of Hartford ss.

By: ________________________________
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Anna P. Nowik, Notary Public

My Commission expires the 30th day of June, 2021

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 10th day of January, 2020.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3890. Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.