



Invitation to Bid

ITB 2023-013

Landscape Services for City of Sammamish Rights-of-Way Slope Mowing

Issue Date: February 14th, 2023
Due Date: February 24th, 2023, at 3:30 pm

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Section 1: General Information

1.01 Purpose of Invitation to Bid

To obtain bids for landscape services for City of Sammamish Right-of-Way Slope Mowing.

1.02 Definitions

Contract - The agreement to be entered into for services between the City and the vendor who submits the bid accepted by the City.

Contract Administrator - The City of Sammamish Public Works Department duly authorized representative.

ITB – Invitation to Bid

Public Works Department, City, and/or City of Sammamish - Authorized representatives shall be understood to mean one and the same.

Vendor - The person or firm submitting the bid, and/or the person or firm awarded the contract.

1.03 Contract Administrator

The contract awarded as a result of this Invitation to Bid shall be under the control and supervision of the City of Sammamish, Streets and Stormwater Superintendent or their designee.

1.04 Communication/Coordination

Upon release of this ITB, all vendor communications concerning this information request should be directed in writing to the coordinator listed below. Unauthorized contact regarding this ITB with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the city.

<i>Name:</i>	Colleen Rupke
<i>Mailing Address:</i>	1801 244 th Ave NE Sammamish, WA 98074
<i>Phone:</i>	425-295-0609
<i>E-mail:</i>	crupke@sammamish.us

1.05 Facility Site Tour

Vendors who wish to submit a Bid in response to this ITB shall familiarize themselves with the various sites and requirements within the City and as described hereinto. Slope mowing will be for un-improved areas of the ROW. To view the right-of-way boundaries, please utilize [King County iMap](#).

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1.06 Bidding Schedule and Submittal:

EVENT	DATE
Release ITB to Contractors	February 14 th , 2023
(Emailed) Contractor Questions (if any) due	February 21 st , 2023, no later than 3:30 PM
Proposal Responses Due	February 24 th , 2023, no later than 3:30 PM
Contract start date	April 3 rd , 2023

1.07 Response Format

Bids shall be submitted on the form provided. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the bids should be on completeness, clarity of content and adherence to the presentation structure required by this ITB.

1.08 Completeness of Bid

The vendor must complete the attached Bid Submittal Sheet and it must be signed by a vendor representative authorized to bind the proposing firm contractually. A total bid amount must be included in the designated area on the form. Incomplete bids will be rejected.

1.09 Vendor's Cost to Develop Bids

Costs for developing the bid in response to the ITB are entirely the obligation of the vendor and shall not be chargeable in any manner to the City.

Section 2: Terms and Conditions

2.01 Questions Regarding the ITB

Oral interpretations of the ITB specifications are not binding on the city. Requests for interpretation/clarification of the ITB specification must be made in writing and emailed to crupke@sammamish.us no later than 3:30 pm on Friday, February 24, 2023.

2.02 Addendum

The City reserves the right to request that any respondent clarify its bid or to supply any additional material deemed necessary to assist in the evaluation of the bid.

The City reserves the right to issue multiple awards based on the specialty of the supplier and to ensure adequate and timely services.

The City reserves the right to change the ITB schedule or issue addenda to the ITB at any time. The City also reserves the right to cancel or re-issue the ITB. All such addenda will become part of the ITB. If an addendum is issued, vendors must include an “Acknowledgement of Addendum”, in their final proposal.

2.03 Bid Withdrawal

Bids may be withdrawn at any time prior to the submission time specified in Section 1.08, provided notification is received in writing. Bids cannot be changed or withdrawn after the time designated for receipt unless the award is delayed for a period exceeding 60 calendar days.

2.04 Bid Modification and Clarifications

Modification of a bid already received will be considered only if the request is received prior to the submittal deadline. All modifications must be made in writing, executed, and submitted in the same form and manner as the original bid.

2.05 Bid Sheet

The bid sheet to be utilized is at the end of this Invitation. It is to be fully completed by the bidder along with the vendor information and signature page that follows.

Incomplete bids and bids received after the time fixed for the opening will not be considered. Faxed responses are not acceptable.

2.06 Bid Rejection

The City reserves the right to reject any or all Bids, to waive any minor informalities or irregularities contained in any bid, and to accept any bid deemed to be in the best interest of the City.

After review, bids may be rejected by the City Manager for cause. “Cause” shall be defined as those found in RCW 43.19.1911(4) and/or any failure to meet the bid call. Any bidder may appeal the rejection of bids by the City Manager to the City Council by making a written request to the City Clerk not more than 2 business days after notification of the bid rejection. If an appeal is filed, the appeal

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before the City Council shall be heard as soon as practicable after the appeal notice is given to the City Clerk.

2.07 Bid Validity Period

Submission of a bid will signify the vendor's agreement that its bid and the contents thereof are valid for 180 days following the submission deadline unless otherwise agreed to in writing by both parties. The bid will become part of the contract that is negotiated between the City and the successful vendor.

2.08 Public Records

Under Washington State law ([RCW Chapter 42.56](#)) the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this Invitation or Proposal (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. Furthermore, "the documents" shall become the property of the City.

2.09 Confidentiality

All information and data furnished to the vendor by the City, and all other documents to which the vendor's employees have access during the term of the contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

2.10 Compliance Requirements

In addition to the requirements specified in the attached sample contract, as listed below, the vendor awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection by waste reduction and recycling; the protection of natural resources; permits; fees; licenses; taxes; and similar subjects.

2.11 Contract Requirements

See attached sample contract for further contractual requirements, including but not limited to:

1. Payments
2. Warranties/Guaranty
3. Insurance Requirements
4. Indemnification/Hold Harmless
5. Contractors State Contractor License & UBI number
6. Contractors Employment Security Dept # & Industrial Insurance
7. Contractors State Excise Tax Registration #
8. Copy of Contractor's City business license
9. Required Prevailing Wage/PW Requirement Training
10. No State or Federal Debarment.

2.12 Contract Execution

The City shall not be bound or in any way obligated until both parties have executed a contract. If the selected vendor fails to sign the contract within five (5) business days of delivery of the final contract, the City may elect to cancel the award and award the contract to the next highest ranked vendor.

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All parties may incur no cost chargeable to the proposed contract before the date of the execution of the contract.

2.13 Vendor Information

The forms referenced below must be submitted with the vendor proposal. Please mark those areas that do not apply to your proposal with an “N/A” – Do not leave any space blank.

2.14 Signatures

- An authorized representative must sign the bid, with the vendor’s address and telephone information provided. Unsigned bids will not be considered.
- If the bid is made by an individual, the name, mailing address and signature of the individual must be shown.
- If the bid is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
- The City reserves the right to request documentation showing the authority of the individual signing the bid to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the bid to be rejected as non-responsive.

2.15 Performance Expectations

If the vendor has had a contract terminated for default during the past five (5) years, all such incidents must be disclosed. “Termination for default” is defined as notice to stop performance due to the vendor’s non-performance or poor performance. If contract was terminated for non-allocation of funds or any other reason, please explain in full detail.

The City will evaluate the facts and may, at its sole discretion, reject the vendor’s proposal if the facts discovered indicate that completion of a contract resulting from this proposal may be jeopardized by selection of the vendor.

All bidders must certify that they are not on the Comptroller General’s list of ineligible contractors, nor the list of parties excluded from Federal procurement or non-procurement programs.

2.16 Prevailing Wage

Although this is considered a service type contract (not a public work), the vendor is required to pay, at a minimum, the applicable prevailing wage rates to those employees performing services under the contract. The applicable wage rates are set forth in the State of Washington [Department of Labor and Industries Prevailing Wage Rate Schedule, RCW 39.12.020](#). Wage rates may be found at <https://secure.lni.wa.gov/wagelookup/>

The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract and will continue in effect for the contract year.

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It is the responsibility of the vendor to ensure the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their Bid according to these specifications.

The selected vendor must submit to the Department of Labor and Industries, a “Statement of Intent to Pay Prevailing Wages”. A copy of the certified Intent Statement must be submitted to the City prior to payment of the first invoice. The vendor will pay promptly, when due, all wages accruing to its employees.

All invoice or payment applications are required to bear the following signed statement:

“I certify that wages paid under this contract are equal to or greater than the applicable wage rates set forth in the Washington State Prevailing Wage Rates for Public Works Contracts issued by the State of Washington Department of Labor and Industries.”

The selected vendor must submit to the Department of Labor and Industries an “Affidavit of Wages Paid” and a copy of an approved Affidavit must be submitted at the end of the contract to the City before the last payment or any retained funds will be released. The cost of filing a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid with the Department of Labor and Industries shall be at no additional cost to the City.

The Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing wage rate, [RCW 39.12.060](#) and [WAC 296-127-060](#).

2.17 Washington Worker’s Compensation

The vendor’s employees shall be fully covered under Washington State Worker’s Compensation and Unemployment Insurance at all times during the term of this contract. The vendor’s employees or agents shall in no way be considered employees of the City at any time during this contract.

2.18 Public Records

Under Washington state law, ([RCW Chapter 42.56](#)) the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for bids (the “documents”) become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

2.19 Asbestos or Hazardous Materials Abatement Work

If Asbestos abatement or hazardous materials work is performed, the vendor shall review Insurance coverage with the Contract Administrator and provide scope and limits of Insurance coverage that are appropriate for the scope of work. No asbestos abatement work will be performed until Insurance coverage is approved by the City.

2.20 Other Compliance Requirements

In addition to the nondiscrimination and affirmative action compliance requirements previously listed, the vendor awarded a contract shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes but is not limited to protection of

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public and employee safety and health; environmental protection by waste reduction and recycling; the protection of natural resources; permits; fees; licenses; taxes; and similar subjects.

2.21 Insurance Requirements

Indemnification / Hold Harmless

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. 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 the purposes of 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.

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

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

C. Minimum Scope of Insurance

The Contractor's 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 at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as 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 and 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 endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing 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.

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1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 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, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

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 as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City 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 the City 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 the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract 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 the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

J. Notice of Cancellation

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

K. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

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2.22 Title VI Statement:

"The City of Sammamish, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

Section 3: Requested Services

3.01 Duration of Contract

The city anticipates the service period to be from April 3, 2023, through December 31, 2023. The contract may be renewed for up to three (3) additional one-year terms if both parties agree in writing. If both parties cannot agree to any terms or conditions, the contract will be re-bid. By submitting a bid, the vendor agrees that at renewal dates, cost of service will not be adjusted beyond a 5% cap of the Seattle Consumer Price Index-Urban (CPI-U) rate for the preceding year (June to June). This provision does not guarantee renewal to the vendor, nor does it prevent the vendor from agreeing to renew at a lower adjustment.

3.02 Vendor Information

The attached bid form must be filled out completely and submitted with the vendor bid. Please mark those areas that do not apply to your bid with an “N/A.” Do not leave any space blank.

3.03 Performance Expectations

If the vendor has had a contract terminated for default during the past five (5) years, all such incidents must be disclosed. “Termination for default” is defined as notice to stop performance due to the vendor’s non-performance or poor performance, and the issue was either (a) not litigated; or (b) litigated and such litigation determined the vendor to be in default.

Submit full details of all terminations for default experienced by the vendor during the past five (5) years, including the other party’s name, address, and telephone number. Present the vendor’s position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the vendor’s bid if the facts discovered indicate that completion of a contract resulting from this ITB may be jeopardized by selection of the vendor.

If the vendor has experienced no such termination for default in the past five (5) years, so declare.

If the vendor has had a contract terminated for convenience, non-performance, non-allocation of funds or any other reason, which termination occurred before completion of the contract, during the past five (5) years, describe fully all such terminations, including the name, address and telephone number of the other contracting party.

3.04 Change of Scope

A Discretionary Work Request Form shall be executed and filed with the City for all changes and/or additional work or materials in excess of the requirements covered in the contract. The Discretionary Work Request Form, when endorsed by the vendor and by the City, shall become binding to both parties thereto.

3.05 Scope of Services

STATEMENT: The use of pesticides shall **Not Be Allowed** in the servicing of this contract, including but not limited to vegetation control under and around guardrails and signposts.

Slope mowing locations shall be completed in accordance with Section 5 and as described below:

A. **Maintenance Task I: Slope Mowing**

1. All slope mowing will be conducted in **un-improved areas of the ROW** from edge of pavement to back of ROW, including shoulder, ditch and back slope unless otherwise noted. The mow height for all slope mowing zones is minimum of 4 inches.
2. All Rough Mowing and Slope Mowing debris accumulated on hard surfaces (roadway, sidewalks, and paths) are to be blown or swept from work sites no later than **3:30pm each day.**

B. **Maintenance Task II: Remove Litter and Garbage**

1. The Contractor shall remove all litter from slope mowing zones while slope mowing. The Contractor shall remove litter from the site for disposal.

C. **Responsibilities**

1. The Contractor shall furnish all labor, tools, specialized equipment, material, supplies, supervision, and transportation to perform Slope Mowing services as specifically outlined in this section.
2. The Contractor's employees shall always conduct themselves on site in a professional manner. Employees shall be courteous, neat in appearance and wear visible Contractor identification.
3. Each of the Contractor's employees must have visible identification identifying the Contractor.
4. Smoking shall not be permitted in any City Building or on City grounds.
5. Incidents, altercations, or accidents involving facility visitors, Contractor's employees or City employees shall be reported to the Contract Administrator within 24 hours. The Contract Administrator, at their discretion, may require a written report from the Contractor describing the incident or accident.
6. The Contractor shall report any damage or potential hazard involving City property immediately to the Contract Administrator during normal business hours, 7:30 am – 3:30 pm. An afterhours City contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the Police/Fire Communications Center, (call 911).

7. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect members of the public from injury. This includes hazardous spills of any kind. **At all times, contractor vehicles shall carry a spill kit approved by the Contract Administrator while working on City property or within the City's right of way.** It is the Contractor's responsibility to provide close supervision of landscape maintenance operations and management of the work sites.

D. Performance

1. The Contract Administrator or appointed representative shall inspect work performed by the Contractor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the Contractor. Notification may be verbal or written. The city may choose to:
 - a. Require the Contractor to rectify the deficiency within 24 hours and/or,
 - b. Collect liquidated damages as specified in the Contract.
2. The Contractor shall replace, at the Contractor's own expense, any lawn, groundcover, trees, shrubs, or other in-kind plant materials due to negligence. Specifically, when Maintained by Owner signs are ignored or not noticed by the Contractor or their employees. Plant materials supplied by the Contractor shall be approved by the Contract Administrator in writing, be of first quality condition and shall be guaranteed by the Contractor for one year.

E. Invoicing/Scheduling

1. The Contractor shall include with their monthly invoicing a report of all work performed per zone for that month's billing cycle. This list must include all areas maintained and a description of all work performed. The Contractor will be paid for fully completed work per zone, per month, no partial billing is allowed for zones that are not 100% completed. Once completed, the unbilled zone work from the prior month can be billed the next month.
2. The Contractor shall establish a weekly work schedule. The maintenance shall be scheduled on day(s) and time(s) as mutually agreed upon by the City and the Contractor. To the extent possible, work shall be performed on the same day each week. In no case shall work be performed more than forty-eight (48) hours after the regularly scheduled day without notification and consent of the Contract Administrator. Equipment intensive work such as mowing and blowing shall not commence before 7:00 am on weekdays and 9:00 am on Saturday (no work to be done on Sunday or city observed holiday's) and be completed before 3:30 pm.

F. Temporary Traffic Control/Safety

1. All traffic control including but not limited to provision of certified flaggers, cones, and warning signs is the responsibility of the Contractor.
2. Please see the Appendix A - City of Sammamish Lane Closure Restriction Map for a list of roads that have reduced working hours. Absolutely no lane closures are allowed

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before or after the stated times, except in an emergency response approved by the Project Manager.

3. If necessary, a traffic control plan shall be submitted to the City for approval a minimum two (2) working days in advance of work and in accordance with the most currently adopted Manual of Uniform Traffic Control Devices (MUTCD) and Washington State Department of Transportation (WSDOT) Standard Plans.
4. Employees working on or near a street shall comply with City of Sammamish and Washington State Industrial regulations pertaining to safety equipment, warning signs and traffic control. All employees involved with flagging or placing traffic-directing devices in the roadway shall possess a valid Washington State Flagging Card. Employees working on or near a street must wear an approved type II safety vest. Employees performing any overhead maintenance must wear an approved safety helmet. Failure to comply with proper safety procedures may result in termination of the contract.

G. Waste/Materials Disposal

1. The Contractor shall select their own sites for disposal of debris and unsuitable materials collected under the conditions of the contract. In no case shall debris and unsuitable materials be disposed upon City property or any property contiguous thereto. It shall be the responsibility of the Contractor to pay all fees and costs incurred in the disposal of waste material.
2. The Contractor is solely responsible for any and all damages, fines, or penalties for improper disposal of waste material, and for any other actions which they perform. The Contractor holds the City faultless and free from liability for any and all damages and costs incurred as a result of the Contractor's actions.
3. Windfall branches (3 in in diameter and smaller) and debris encountered during slope mowing shall be removed and disposed of by the Contractor.

Section 4: Bid Evaluation

4.01 Evaluation Procedures

Bids will be evaluated by the Contract Administrator and Project Manager (Selection Committee). They will consider the completeness of a vendor's Bid and how well the bid meets the needs of the city. A contract will be awarded based upon the following criteria: price quote, equipment inventory, and the vendors demonstrated ability to provide landscape services for large public properties.

4.02 Vendor Presentation, Committee Interview and Additional Information or Reviews

After the bids are evaluated, the Selection Committee will determine whether formal presentations and interviews are necessary, and if so, which vendors may be invited to make a formal presentation and/or sit for a panel interview. The city may choose not to require formal presentations or interviews. The city may choose to contact officials from other jurisdictions regarding the vendor, their prior work experience, and their ability to successfully complete the scope of services. The city may request clarification or additional information from a specific vendor to assist in the City's evaluation of a bid.

4.03 Final Selection

The Selection Committee will formulate their recommendation for award of the Contract. The recommendation will be forwarded to the City Council for formal acceptance.

4.04 Contract Award and Execution

The City reserves the right to make an award without further discussion of the bid submitted. Therefore, the bid should be initially submitted on the most favorable terms the vendor can offer.

The City shall not be bound or in any way obligated until both parties have executed a contract.

The general conditions and specification of the ITB and the successful vendor's response, as amended by Contract between the City and the successful vendor, including e-mail or written correspondence relative to the ITB, will become part of the contract documents. Additionally, the city will verify vendor representations that appear in the bid. Failure of a vendor to perform services as represented may result in elimination of the vendor from further competition or in contract cancellation or termination.

The vendor selected as the apparently successful vendor will be expected to enter into a contract with the City. A sample City contract is provided in Attachment "D". Please review the sample contract prior to submitting a Bid.

The requirements in the attached Contract are considered part of this Bid Document.

If the selected vendor fails to sign the contract within five (5) business days of delivery of the final Contract, the City may elect to cancel the award and award the Contract to the next-highest ranked vendor.

All parties may incur no cost chargeable to the proposed contract before the date of execution of the Contract.

Section 5: Scope & Maintenance Schedule

Location: Zone 1				
SE 48th Street: Issaquah Pine Lake Road SE to 229 th Pl SE				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
	Total Annual Cost – Transfer to Bid Submittal Sheet			\$

Location: Zone 2				
Issaquah Pine Lake Road SE: SE 48 th Street to SE 42 nd Street				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
	Total Annual Cost – Transfer to Bid Submittal Sheet			\$

Location: Zone 3				
SE 42nd Street: Issaquah Pine Lake Road SE to 230 th Way SE				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
	Total Annual Cost – Transfer to Bid Submittal Sheet			\$

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Location: Zone 4				
228th Avenue SE: South City limits to house #3417				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a Month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
	Total Annual Cost – Transfer to Bid Submittal Sheet			\$

Location: Zone 5				
SE 40th Street: 228 th Ave SE to SE 35 th Place – this is the main road through Sammamish Highlands				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
	Total Annual Cost – Transfer to Bid Submittal Sheet			\$

Location: Zone 6				
SE Issaquah Fall City Rd: Klahanie Drive SE to SE Issaquah Beaver Lake Road				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
	Total Annual Cost – Transfer to Bid Submittal Sheet			\$

Invitation to Bid
Landscape Services for City of Sammamish Rights-of-Way Slope Mowing

Location: Zone 7				
Duthie Hill Road SE: SE Issaquah Beaver Lake Rd to City Limits				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing –Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
	Total Annual Cost – Transfer to Bid Submittal Sheet			\$

Location: Zone 8				
SE 32nd Way/St: SE Issaquah Beaver Lake Road – 235th Place SE to SE Duthie Hill Road				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
	Total Annual Cost – Transfer to Bid Submittal Sheet			\$

Location: Zone 9				
East Beaver Lake Dr SE Extension: SE 28th Street to SE Issaquah Beaver Lake Rd, including the grass area around the cell tower on the Northeast corner of the intersection.				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
	Total Annual Cost – Transfer to Bid Submittal Sheet			\$

Invitation to Bid
Landscape Services for City of Sammamish Rights-of-Way Slope Mowing

Location: Zone 10				
244th Ave SE: SE 24th St to SE 32nd St (west side of road)				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
	Total Annual Cost – Transfer to Bid Submittal Sheet			\$

Location: Zone 11				
West/East Beaver Lake Drive: SE 24th Street to East Beaver Lake Way SE				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
	Total Annual Cost – Transfer to Bid Submittal Sheet			\$

Location: Zone 12				
248th Avenue SE: SE 14th Street to SE 24th Street				
Task #	<u>Specification Notes</u>	Estimated Frequency Annual	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
	Total Annual Cost – Transfer to Bid Submittal Sheet			\$

Invitation to Bid
Landscape Services for City of Sammamish Rights-of-Way Slope Mowing

Location: Zone 13				
SE 24th Street: Audubon Park Drive SE to 248 th Ave SE				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
	Total Annual Cost – Transfer to Bid Submittal Sheet			\$

Location: Zone 14				
236th Ave SE: SE 24 th Street to SE 16 th Place				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
	Total Annual Cost – Transfer to Bid Submittal Sheet			\$

Location: Zone 15				
222nd Ave SE: SE 20 th to house #22018 SE 21 st Place				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
	Total Annual Cost – Transfer to Bid Submittal Sheet			\$

Invitation to Bid
Landscape Services for City of Sammamish Rights-of-Way Slope Mowing

Location: Zone 16				
212th Way SE: 212th Ave NE/SE Louis Thompson Road from East Lake Sammamish Pkwy SE to East Lake Sammamish Pkwy SE				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
	Total Annual Cost – Transfer to Bid Submittal Sheet			\$

Location: Zone 17				
SE 24th Street “West”: House # 21312 SE 24th St to East Lake Sammamish Pkwy SE				
Task #	<u>Specification Notes</u> Including both sides of the gravel path on the South side of the road from 212 th Ave SE to 200 th Ave SE	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
	Total Annual Cost – Transfer to Bid Submittal Sheet			\$

Location: Zone 18				
East Lake Sammamish Parkway NE/SE: 187th Ave NE to Southern City Limit approx. 140 feet East of Peregrine Point Way SE				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing –Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
	Total Annual Cost – Transfer to Bid Submittal Sheet			\$

Invitation to Bid
Landscape Services for City of Sammamish Rights-of-Way Slope Mowing

Location: Zone 19				
East Lake Sammamish Place SE: North side of intersection of SE 16 th Street extending east 50 feet ending across from SE 25 th Street				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

Location: Zone 20				
SE 8th Street: 218 th Ave SE to 212 th Ave SE				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

Location: Zone 21				
222nd Pl SE: SE 4 th Street to bottom of cul-de-sac				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
Total Annual Cost – Transfer to Bid Submittal Sheet				\$

Invitation to Bid
Landscape Services for City of Sammamish Rights-of-Way Slope Mowing

Location: Zone 22				
East Main Drive: 244th Ave NE/SE to Soaring Eagle Park				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
	Total Annual Cost – Transfer to Bid Submittal Sheet			\$

Location: Zone 23				
NE 8th Street: 235th Avenue NE to 244th Avenue NE (south side of road)				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
	Total Annual Cost – Transfer to Bid Submittal Sheet			\$

Location: Zone 24				
NE Inglewood Hill Rd: North side of road from 222nd Pl NE stopping before house # 21410				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
	Total Annual Cost – Transfer to Bid Submittal Sheet			\$

Invitation to Bid
Landscape Services for City of Sammamish Rights-of-Way Slope Mowing

Location: Zone 25				
208th Ave NE: East side of road from house # 1324 to the corner of NE 15 th St				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
	Total Annual Cost – Transfer to Bid Submittal Sheet			\$

Location: Zone 26				
244th Ave NE: NE 8 th to Northern City limits				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
	Total Annual Cost – Transfer to Bid Submittal Sheet			\$

Location: Zone 27				
Sahalee Way NE: NE 25 th Way to northern City limits				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
	Total Annual Cost – Transfer to Bid Submittal Sheet			\$

Invitation to Bid
Landscape Services for City of Sammamish Rights-of-Way Slope Mowing

Location: Zone 28				
192nd PI NE: 192nd Drive NE to 196th Ave NE				
Task #	<u>Specification Notes</u>	Estimated Annual Frequency	Cost per Frequency	Annual Cost
I	Slope Mowing – Once a month April to September	6	\$	\$
II	Other Services: Litter pickup & disposal when mowing	6	\$	\$
	Total Annual Cost – Transfer to Bid Submittal Sheet			\$

Attachment "A": Non-Collusion Affidavit

State of _____)
County of _____)

I, the undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a Bid to the City of Sammamish for consideration in the award of a contract on the specifications contained in ITB-2023-013.

I further acknowledge that by signing my signature, I am deemed to have signed and have agreed to the provisions of this affidavit.

Name of Project: Landscape Services for City of Sammamish ROW Slope Mowing

(Name of Firm)

BY: _____
(Authorized Signature)

Title: _____

On this _____ day of _____, (year) _____, before me personally appeared _____, to me known to be the _____ (president, vice president, secretary, treasurer, or other authorized officer or agent, as the case may be) of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Printed Name: _____

(Signature of notary public)

Notary Public residing at:

My commission expires: _____
(date)

CORPORATE SEAL:

Invitation to Bid
Landscape Services for City of Sammamish Rights-of-Way Slope Mowing

Bid Checklist
Invitation to Bid: #2023-013
ROW Slope Mowing

Vendor Name:_____

Bid Checklist

BID DUE DATE/TIME:

X	This Checklist
	Form #1: Bid Submittal Sheet
	Form #2: Bidder Qualifications
	Form #3: Responsible Bidder Criteria
	Form #4: Client References
	Form #5: Acknowledgement of Addendum
	Form #6: Non-Collusion Affidavit
	Is Vendor Name on each sheet? Signatures where required?

Please return all the above forms to:

via Email to:

City of Sammamish MOC
Attn: Colleen Rupke, Contract Administrator
crupke@sammamish.us

Invitation to Bid
Landscape Services for City of Sammamish Rights-of-Way Slope Mowing

Invitation to Bid: #2023-013
ROW Slope Mowing

Vendor Name: _____

Form #1 – Bid Submittal Sheet

BID SUBMITTAL SHEET

The undersigned has examined Contract Provisions, plans, maps, and photos provided, City of Sammamish Standard details, and all applicable laws and ordinances covering the Work contemplated. In accordance with the terms, provisions, and requirements of the foregoing, all their respective terms and conditions are incorporated herein by this reference and the following unit and lump sum prices are tendered as an offer to perform the Work and furnish the equipment, materials, appurtenances, and guarantees, complete in place, in good working order.

The undersigned agrees to complete the work within the duration detailed in the Agreement.

The undersigned agrees that in the event of contract award, it shall employ only Contractor and Subcontractors duly licensed by the State of Washington.

The undersigned agrees that the Owner reserves the right to reject any or all quotes and to waive any minor informalities.

I, the undersigned hereby certify that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a “willful” violator, as defined in [RCW 49.48.082](#), of any provision of chapters [49.46](#), [49.48](#), or [49.52](#) RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.

I, the undersigned, hereby certify, under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct and that I have the authority to sign below on behalf of the Vendor.

Print Company Name

Address

By (Print Name)

By (Signature)

Title

Date

Invitation to Bid

Landscape Services for City of Sammamish Rights-of-Way Slope Mowing

Invitation to Bid: #2023-013
ROW Slope Mowing

Vendor Name: _____

Bid Submittal

1. The bid award will be based on the total bid regardless of actual awarded contract amount.
2. There is no guarantee that the full contract amount will be expended.
3. The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans, specifications, or Scope of Work.
4. Bid will include Washington State Sales Tax, unless otherwise specified by Rule 171 ([WAC 171](#))

Zone-1: SE 48th Street: Issaquah Pine Lake Road SE to 229 th Pl SE	\$
Zone-2: Issaquah Pine Lake Road SE: SE 48 th Street to SE 42 nd Street	\$
Zone-3: SE 42nd Street: Issaquah Pine Lake Road SE to 230 th Way SE	\$
Zone-4: 228th Avenue SE: South City limits to house #3417	\$
Zone-5: SE 40th Street: 228 th Ave SE to SE 35 th Place – this is the main road through Sammamish Highlands	\$
Zone-6: SE Issaquah Fall City Rd: Klahanie Drive SE to SE Issaquah Beaver Lake Road	\$
Zone-7: Duthie Hill Road SE: SE Issaquah Beaver Lake Rd to City Limits	\$
Zone-8: SE 32nd Way/St: SE Issaquah Beaver Lake Road – 235 th Place SE to SE Duthie Hill Road	\$
Zone-9: East Beaver Lake Dr SE Extension: SE 28 th Street to SE Issaquah Beaver Lake Rd, including the grass area around the cell tower on the Northeast corner of the intersection.	\$
Zone-10: 244th Ave SE: SE 24 th St to SE 32 nd St (west side of road)	\$
Zone-11: West/East Beaver Lake Drive: SE 24 th Street to East Beaver Lake Way SE	\$
Zone-12: 248th Avenue SE: SE 14 th Street to SE 24 th Street	\$
Zone-13: SE 24th Street: Audubon Park Drive SE to 248 th Ave SE	\$
Zone-14: 236th Ave SE: SE 24 th Street to SE 16 th Place	\$

Invitation to Bid**Landscape Services for City of Sammamish Rights-of-Way Slope Mowing**

Zone-15: 222nd Ave SE: SE 20th to house #22018 SE 21st Place	\$
Zone-16: 212th Way SE: 212th Ave NE/SE Louis Thompson Road from East Lake Sammamish Pkwy SE to East Lake Sammamish Pkwy SE	\$
Zone-17: SE 24th Street “West”: House # 21312 SE 24th St to East Lake Sammamish Pkwy SE	\$
Zone-18: East Lake Sammamish Parkway NE/SE: 187th Ave NE to Southern City Limit approx. 140 feet East of Peregrine Point Way SE	\$
Zone-19: East Lake Sammamish Place SE: North side of intersection of SE 16th Street extending east 50 feet ending across from SE 25th Street	\$
Zone-20: SE 8th Street: 218th Ave SE to 212th Ave SE	\$
Zone-21: 222nd Pl SE: SE 4th Street to bottom of cul-de-sac	\$
Zone-22: East Main Drive: 244th Ave NE/SE to Soaring Eagle Park	\$
Zone-23: NE 8th Street: 235th Avenue NE to 244th Avenue NE (south side of road)	\$
Zone-24: NE Inglewood Hill Rd: North side of road from 222nd Pl NE stopping before house # 21410	\$
Zone-25: 208th Ave NE: East side of road from house # 1324 to the corner of NE 15th St	\$
Zone-26: 244th Ave NE: NE 8th to Northern City limits	\$
Zone-27: Sahalee Way NE: NE 25th Way to northern City limits	\$
Zone-28: 192nd Pl NE: 192 nd Drive NE to 196 th Ave NE	\$
TOTAL FOR ROW SLOPE MOWING	\$
No sales tax per RCW 82.02.050 (10) line 10	\$
TOTAL COST FOR ALL WORK	\$

Signed: _____ Dated: _____

Title: _____

BID DUE DATE/TIME: Friday, February 24th, 2023 at 3:30 pm

Invitation to Bid
Landscape Services for City of Sammamish Rights-of-Way Slope Mowing

Invitation to Bid: #2023-013
ROW Slope Mowing

Vendor Name: _____

Form #2 – Statement of Bidder’s Qualifications

Name of Firm:	
Address:	
Contact Person:	
Phone:	
Email:	

Number of years the Contractor has been engaged in this business under the present firm name, as indicated above:
Gross dollar amount of work currently under contract:
Gross dollar amount of contracts currently not completed:
General character of work performed by the firm:
List all of the projects of a similar nature which have been completed by the Contractor within the last five (5) years: 1. 2. 3 . 4. 5.

Invitation to Bid **Landscape Services for City of Sammamish Rights-of-Way Slope Mowing**

Attach to this form where applicable:

1. An inventory of equipment that you currently own, by make, size, year and condition.
2. A list of equipment by make and size that you plan to purchase within the next 12 months
3. A list of professional qualifications, licenses, certificates and years of applicable experience for all on-site supervisors and/or lead workers.
4. A list of those individuals/firms that would perform 3% or more of the total amount of the bid. (A subcontractor is defined herein as one who contract with the vendor to furnish materials and labor for performance of the work at the site of the work)
Specify the person to be the Contract Manager. The Contract Manager shall be the City's direct contact for the provisions within any contract(s) awarded from this ITB

List the Contract Manager's professional qualifications, licenses, certificates and years of applicable experience. The Contract Manager shall be the City's direct contact for the provisions within any contract(s) awarded from this ITB.

Has the vendor had a contract terminated for default during the past five (5) years? "Termination for default" is defined as notice to stop performance due to the vendor's non-performance or poor performance, and the issue was either (a) not litigated; or (b) litigated and such litigation determined the vendor to be in default. ☐ Yes ☐ No

If yes, please describe full details of all terminations for default experienced by the vendor during the past five (5) years, including the other party's name, address and telephone number. Present the vendor's position on the matter. Attach additional sheets if necessary.

Name(s) of companies that will share significant and substantive responsibilities with the Vendor in performing the scope of services under the Contract:

Invitation to Bid

Landscape Services for City of Sammamish Rights-of-Way Slope Mowing

Invitation to Bid: #2023-013
ROW Slope Mowing

Vendor Name: _____

Form #3 – Responsible Bidder Criteria

In accordance with [RCW 39.04](#), before award of a Public Works Contract, a Bidder must meet the following responsibility criteria to be considered a responsible Bidder and qualified to be awarded a Public Works Project. The Bidder must:

1. At the time of Bid submittal, have a certificate of registration in compliance with chapter [18.27 RCW](#)
2. Have a current state unified business identifier (UBI) number
3. If applicable, have industrial insurance coverage for the Bidder's employees working in Washington as required in [Title 51 RCW](#)
4. If applicable, have an employment security department number as required in [Title 50 RCW](#)
5. If applicable, have a state excise tax registration number as required in [Title 82 RCW](#)
6. Not be disqualified from Bidding on any Public Works Contract under [RCW 39.06.010](#) or [39.12.065\(3\)](#)
7. As of July 1, 2019, according to [RCW 39.04.350](#) awarding agencies must verify that a bidder has received training on prevailing wage and public works requirements – or that the bidder is exempt.

CRITERIA

In accordance with [RCW 39.06](#), a Public Works Contractor must verify responsibility criteria for each first tier Subcontractor, and a Subcontractor of any tier that hires other Subcontractors must verify responsibility criteria for each of its Subcontractors,

Verification shall include that each Subcontractor, at the time of Subcontract execution, meets the responsibility criteria and possesses an electrical contractor license, if required by [RCW 19.28](#), or an elevator contractor license, if required by [RCW 70.87](#). This verification requirement, as well as the responsibility criteria, must include every Public Works Contract and subcontract of every tier.

Note: As of July 1, 2019 according to [RCW 39.04.350](#) and pursuant to the requirement in [RCW 39.06.020](#), a public works contractor must verify responsibility criteria for its first-tier subcontractors. A subcontractor of any tier hiring other subcontractors must verify responsibility criteria for each of its subcontractors.

Invitation to Bid

Landscape Services for City of Sammamish Rights-of-Way Slope Mowing

Form #3 – Responsible Bidder Criteria (cont.)

Providing the following information is **Mandatory** in order to meet “Responsible Bidder” requirements. Failure to provide this information may disqualify your Bid as being “**Non- Responsive**”. *If your business is not required to have one of the following numbers, provide an explanation.*

State of Washington Contractor Registration # https://secure.lni.wa.gov/verify/	
State of Washington Unified Business Identifier #	
Employment Security Department #	
State Excise Tax Registration # https://secure.dor.wa.gov/gteunauth/_/	
Is the payment of Worker’s Compensation (Industrial Insurance) Premiums current? If your business does not have a Worker’s Comp account with the WA State Dept. of Labor & Industry please explain https://secure.lni.wa.gov/verify/	Yes _____ No _____
Required Prevailing Wage/Public Works Requirement Training (per RCW 39.04.350 effective 7/1/19)	Yes _____ Exempt _____
Not Disqualified from Bidding – Washington State http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp	
Not Disqualified from Bidding – Federal https://www.sam.gov/SAM/	Disqualified – WA Yes _____ No _____
	Disqualified – Federal Yes _____ No _____

Invitation to Bid
Landscape Services for City of Sammamish Rights-of-Way Slope Mowing

Invitation to Bid: #2023-013
ROW Slope Mowing

Vendor Name: _____

Form #4 - References

Reference #1

Reference Name	
Contact Name	
Title	
Phone Number	
Contract Amount	
Scope of Services Provided	

Reference #2

Reference Name	
Contact Name	
Title	
Phone Number	
Contract Amount	
Scope of Services Provided	

Reference #3

Reference Name	
Contact Name	
Title	
Phone Number	
Contract Amount	
Scope of Services Provided	

Reference #4

Reference Name	
Contact Name	
Title	
Phone Number	
Contract Amount	
Scope of Services Provided	

Invitation to Bid
Landscape Services for City of Sammamish Rights-of-Way Slope Mowing

Invitation to Bid: #2023-013
ROW Slope Mowing

Vendor Name: _____

Form #5: Acknowledgement of Addendum

The following form shall be completed and included in the bid submission.

Failure to acknowledge receipt of all addendum may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the bid.

The undersigned acknowledges receipt of the following addendum to the documents:

Addendum #1	Dated:
Addendum #2	Dated:
Addendum #3	Dated:
Addendum #4	Dated:
Addendum #5	Dated:

Vendor Name: _____

Address: _____

City, State, Zip: _____

Signature of Authorized Representative: _____

Title: _____

Phone Number: _____

Invitation to Bid
Landscape Services for City of Sammamish Rights-of-Way Slope Mowing

Invitation to Bid: #2023-013
ROW Slope Mowing

Vendor Name: _____

Form #6: Non-Collusion Affidavit

State of _____)
County of _____)

I, the undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a Bid to the City of Sammamish for consideration in the award of a contract on the specifications contained in ITB 20-103.

I further acknowledge that by signing my signature, I am deemed to have signed and have agreed to the provisions of this affidavit.

Name of Project:

(Name of Firm)

BY: _____
(Authorized Signature)

Title: _____

On this _____ day of _____, (year) _____, before me personally appeared _____, to me known to be the _____ (president, vice president, secretary, treasurer, or other authorized officer or agent, as the case may be) of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(Signature of notary public)
Notary Public residing at: _____
My commission expires: _____
(date)

CORPORATE SEAL:

Attachment "B" - SAMPLE Contract



801 228th Avenue SE • Sammamish, WA 98075
 Phone: 425-295-0500 • Fax: 425-295-0600
 www.sammamish.us

PURCHASED SERVICE CONTRACT

YES	NO
Prevailing Wage Required	
Unit Priced Contract	

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City") and

Contractor Name: (the "Contractor")

Project Name:

Commencing:

Terminating:

Amount Not to exceed: (includes WA State sales tax, if applicable)

RECITALS

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, pursuant to the request for proposal (RFP) by the City, extended through an advertisement, the Vendor did file with the City a proposal containing an offer; and

WHEREAS, The City desires to have the Vendor perform such services pursuant to certain terms and conditions

NOW THEREFORE, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

- 1. Scope of Work to be Accomplished.** The Contractor shall perform the services described in Exhibit "A" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans, specifications, or Scope of Work. Contractor shall perform all services diligently and completely and in accordance with professional standards of conduct and performance and shall comply with all federal, state and local laws and regulations applicable to the performance of such services.
- 2. Contract Documents.** The Contract consists of the following documents, which are all incorporated by reference.
 - a) This Agreement and all Exhibits attached thereto;
 - b) The request for Proposal, Invitation to Bid, or other City-issued request for project submittals
 - c) The submitted project quote, bid or proposal

- d) Scope of Work (hereinafter referred to as "Work");
- e) Maps and plans
- f) Special provisions, if any
- g) All documents required under this Agreement, including but not limited to:
 - Documentation evidencing insurance,
 - Copy of Contractor's state contractor license and UBI number
 - Copy of Contractor's business license
 - Employment Security Dept #, if applicable
 - State Excise Tax Registration, if applicable
 - Industrial Insurance coverage, if applicable
 - Proof of required Prevailing Wage/Public Works Training (per RCW 39.04.350 effective 7/1/2019 or proof of exemption, if applicable).

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

3. Payment. The City shall pay the Contractor for the Work rendered according with the following procedures and subject to the following requirements.

3.1 The Contractor shall submit invoices for the work performed to The City of Sammamish Accounts Payable Department at ap@sammamish.us and The City agrees to pay the Contractor for the **actual** work completed to the satisfaction of the City and in conformance with this Contract. There is no guarantee that the full contract amount will be expended. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of each such payment.

3.2 Prevailing Wages are required. The invoice must bear the following signed statement:

"I certify that wages paid under this contract are equal or greater than the applicable wage rates set forth in the Washington State Prevailing Wage rates for Public Works Contracts issued by the State of Washington Department of Labor & Industries."

3.3 The Contractor shall complete and return **Form W-9**, "Request for Taxpayer Identification Number" prior to or along with the first invoice submittal. In order for you to receive payment from the City of Sammamish, they must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

3.4 If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. No payments shall be made for any work performed by the Contractor except for the work identified and set forth in this Contract.

4. Warranties/Guaranty.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its subcontractors and suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

- a) Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
- b) Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
- c) Enforce all warranties for the benefit of the City; and,
- d) Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

5. Change Orders. 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 accomplished only by a written amendment, signed by the Contractor and the City, in advance of the proposed change. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the executed amendment.

6. Insurance

Indemnification / Hold Harmless

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. 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 the purposes of 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.

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

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

C. Minimum Scope of Insurance

The Contractor's 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 at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as 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 and 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 endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's

3. Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

4. 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 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 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, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

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 as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City 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 the City 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 the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract 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 the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

J. Notice of Cancellation

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

K. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

7. Prevailing Wage

7.1 The work under the Contract may be subject to the prevailing wage requirements of [Chapter 39.12 RCW](#), as amended or supplemented. If this Contract is subject to prevailing wage requirements, 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 provisions of [Chapter 39.12 RCW](#) and all such rules and regulations as may be promulgated thereto by the Washington Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

7.2 In case any dispute arises as to what the prevailing rate of wage for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington for arbitration and the director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.

7.3 Contractor shall file an [Intent to Pay Prevailing Wage form](#). Contractor shall submit the Intent forms, approved by L&I to the City with payment request. No payment will be issued to the Contractor until the City receives approved forms. If any work is subcontracted on this project, an approved Intent form must be submitted for each sub-contractor.

7.4 Progress payments are to be made on this project. An approved "Notice of Intent to Pay Prevailing Wages" form must be received prior to issuing the first payment. The Contractor must submit to the Department of Labor and Industries an "Affidavit of Wages Paid" at the end of each contract year and receive L&I approval before the City will release the last payment of a contract year.

7.5 Contractor shall be responsible for all costs associated with filing the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid with the Department of Labor and Industries.

8. Assignment/Delegation. The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

9. 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 Sammamish Municipal Code and regulations and ordinances of the City of Sammamish. 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 brought in the Superior Court of King County, Washington.

10. Business License. The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

11. Termination.

11.1 The City reserves the right to terminate or suspend this Contract at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Contract shall be submitted to the City within 10 days of termination or suspension.

11.2 In the event this Contract is terminated or suspended, the Contractor shall be entitled to payment for all services satisfactorily performed prior to the date of termination and reimbursable expenses incurred to the date of termination.

11.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

11.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

12. Duration. This is a two (2) year contract. Upon mutual agreement between the contractor and the City, the contract may be renewed for one (1) additional year. Compensation will be adjusted annually based on any increase in the June-to-June Seattle Consumer Price Index–Urban (CPI-U) rate not to exceed 5%.

13. Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

**14. Title VI Compliance.
(Appendix A – Title VI Assurances)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(Appendix E – Title VI Assurances)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

16. Non-Collusion: By signature below, the Contractor acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Contract.

17. Waiver. Waiver by the City of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.

18. Attorney's Fees. In the event any action is brought by either party to enforce the terms of this Contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

19. Entire Contract/Binding Effect. This Contract constitutes the entire agreement between the parties hereto.

20. 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.

21. 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.

22. Records Keeping & Reporting.

22.1 The Contractor at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Contractor under this Agreement and any information relating to personal, medical and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, [Chapter 42.56, RCW](#)

22.2 The Contractor shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Contractor's activities. The City may, at its discretion, conduct an

audit, at its expense, using its own or outside auditors, of the Contractor's activities which relate, directly or indirectly, to the Agreement.

- 22.3** On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.
- 22.4** Contractor will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City has part of this contracted project.
- 22.5** Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. Contractor shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this agreement.
- 22.6** The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

23. Performance During Covid-19: Contractor shall comply with the United States Department of Labor Occupational Safety and Health Administration's (OSHA) requirements regarding COVID19 prevention, protection, and containment; these requirements can be found at the following link to OSHA's website: <https://www.osha.gov/Publications/OSHA-FS-3747.pdf>.

24. Notices. Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given three (3) days after the date of the postmark. Notices shall be delivered or mailed to the following:

Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0500

Project Manager:

Email:

Notices to the Contractor shall be sent to the following address:

Company Name:

Contact Name:

Street Address:

Phone Number:

Cell Number:

Email:

By signing below, you agree to all the terms and conditions herein.

CITY OF SAMMAMISH, WASHINGTON

By (Print Name):

Date

Signature

Title

COMPANY:

By (Print Name):

Date

Signature

Title

For Office Use Only

Received by:

City Clerk

Date

Received by:

Contract Administrator

Date

BARS #

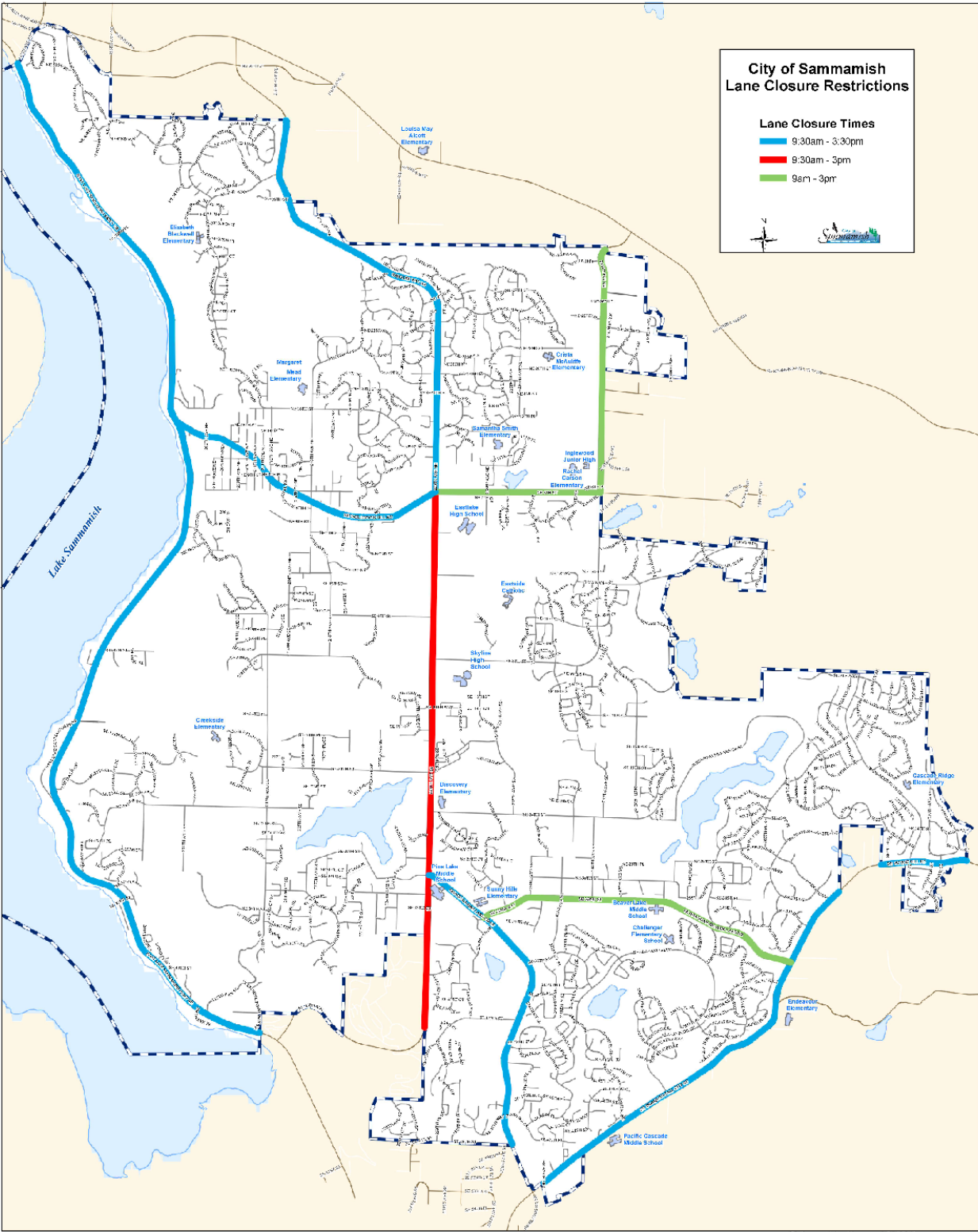


801 228th Avenue SE • Sammamish, WA 98075
Phone: 425-295-0500 • Fax: 425-295-0600
www.sammamish.us

EXHIBIT A
Scope of Work

SAMPLE

Appendix A – Lane Closure Map



Appendix B – Zone Map

