



## **REQUEST FOR PROPOSALS**

### **2017 Stormwater Facility Maintenance Residential Retention Pond Mowing City of Sammamish**

Issue Date: September 23, 2016  
Due Date: October 26, 2016 (2:00 PM)

Rev 8/2016

## Section 1: General Information

### 1.01 Purpose of RFP

To obtain bids for Stormwater Facility Maintenance / Residential Retention Pond Mowing service for calendar year 2017.

### 1.02 Definitions

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

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

Stormwater Facility Maintenance - The work and provisions described by the Service Contract and all addenda thereto.

RFP – Request for Proposals

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

### 1.03 Contract Administrator

The contract awarded as a result of this Request for Proposals shall be under the control and supervision of the City of Sammamish, Infrastructure Maintenance Manager, or his/her designee.

### 1.04 RFP Coordinator/Communications

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

*Name:* Bud Maune, Seasonal Contract Manager

*Mailing Address:* 801 – 228<sup>th</sup> Ave. SE  
Sammamish, WA 98075

*Phone:* 425-952-2115

*E-mail:* [bmaune@sammamish.us](mailto:bmaune@sammamish.us)

### 1.05 Site Tour

There is a mandatory site tour required for every vendor. Two opportunities are scheduled for the mandatory site tour. Site Tour (A), Thursday, October 6, 2016 @ 10:00AM and Site Tour (B) Tuesday October 11, 2016 @ 2:00PM. The site tours will begin at the City's Maintenance and Operations Center, 1801 244<sup>th</sup> Ave. NE, Sammamish, WA 98074. Attendance at either Site Tour (A) or Site Tour (B) is required to be eligible to bid on this RFP.

### 1.06 Preliminary Schedule

These dates are estimated and are subject to change by the City.

EVENT	DATE
Release RFP to Vendors	September 23, 2016
Site Tour (A) MOC 1801 244 <sup>th</sup> Ave. NE, Sammamish, WA 98074	October 6, 2016 @ 10:00AM
Site Tour (B) MOC 1801 244 <sup>th</sup> Ave. NE, Sammamish, WA 98074	October 11, 2016 @ 2:00PM
(Written) Vendor Questions (if any) due	October 20, 2016 @ 5:00 PM
Proposal Responses Due	October 26, 2016 @ 2:00 PM
Contract start date	January 1, 2017 (anticipated Auth. To Proceed June 30, 2017)

### 1.07 Response Format

Proposals shall be submitted on the Proposal Form provided. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposals should be on completeness, clarity of content and adherence to the presentation structure required by this RFP.

### Completeness of Proposal

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

### 1.08 Proposal Response Date and Location

Proposals must be submitted to the City of Sammamish, City Hall no later than **October 26, 2016 at 2:00 pm.** All proposals must be sealed and in an opaque envelope and clearly marked "Proposal for Residential Retention Pond Mowing". The official clock for submissions is located at City Hall (address listed below). All proposals and accompanying documentation will become the property of the City and will not be returned. Vendors accept all risks of late delivery of mailed proposal regardless of fault.

Proposal Delivery Address: Sammamish City Hall  
801-228<sup>th</sup> Ave SE  
Sammamish, WA 98075

### **1.09 Required Number of Proposals**

Two copies with one original must be received by the date and time listed in section 1.08.

### **1.10 Vendor's Cost to Develop Proposals**

Costs for developing the proposal in response to the RFP 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 RFP**

Oral interpretations of the RFP specifications are not binding on the City. Requests for interpretation/clarification of the RFP specification must be made in writing and submitted to the RFP Coordinator no later than **October 20, 2016 at 5:00 PM**.

### **2.02 RFP Amendments**

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

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 RFP schedule or issue amendments to the RFP at any time. The City also reserves the right to cancel or re-issue the RFP. All such addenda will become part of the RFP. It is the vendor's responsibility to check with the RFP Coordinator, Bud Maune, Seasonal Contract Manager [bmaune@sammamish.us](mailto:bmaune@sammamish.us) for the issuance of any amendments prior to submitting a bid. If an amendment is issued, vendors must include an Acknowledgement of Amendment, in their final proposal (Form #4: ACKNOWLEDGEMENT OF AMENDMENTS).

### **2.03 Withdrawal of Proposal**

Proposals may be withdrawn at any time prior to the submission time specified in Section 1.08, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

### **2.04 Rejection of Proposals**

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

### **2.05 Proposal Modification and Clarifications**

Modification of a proposal 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 proposal.

### **2.06 Proposal Validity Period**

Submission of a proposal will signify the vendor's agreement that its proposal and the contents thereof are valid for 180 days following the submission deadline unless otherwise agreed to in

writing by both parties. The proposal will become part of the contract that is negotiated between the City and the successful vendor.

### **2.07 Proposal Signatures**

1. An authorized representative must sign the proposal, with the vendor's address and telephone information provided. Unsigned proposals will not be considered.
2. If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.
3. If the proposal 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.
4. If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
5. The City reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

### **2.08 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. , <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

The prevailing wage schedule in effect for the work under the contract will be the one in effect upon due date of the bids for this RFP.

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 proposal 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.

### **2.09 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.

### **2.10 Public Records**

Under Washington state law, 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 proposals (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.

### **2.11 Equal Opportunity**

This City is committed to ensuring that all firms have an equal opportunity to participate in City contracts.

### **2.12 Non-Discrimination**

During the performance of this contract, the vendor shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicaps in employment or application for employment or in the administration or delivery of services or any other benefits under the contract except to the extent permitted by bona fide occupation qualifications.

### **2.13 Non-Endorsement**

As a result of the selection of a vendor to supply products and/or services to the City, the vendor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

### **2.14 Insurance Requirements**

The City will require the selected vendors to comply with the insurance requirements as listed in Attachment “B”. Questions regarding insurance requirements may be discussed with the RFP Coordinator.

### **2.15 Asbestos or Hazardous Materials Abatement Work**

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

#### **2.16 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 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.

#### **2.17 Ownership of Documents**

Any reports, studies, conclusions and summaries prepared by the vendor shall become the property of the City.

#### **2.18 Confidentiality of Information**

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.

#### **2.19 Hold Harmless**

The vendor shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against any liability that may be imposed upon them by reason of the vendor's failure to provide worker's compensation coverage or liability coverage.

## **Section 3: Requested Services**

### **3.01 Duration of Contract**

The City anticipates the service period to be from January 1, 2017 through December 31, 2017. Authorization to Proceed is expected to be issued in June 2017.

### **3.02 Vendor Information**

The attached proposal form must be filled out completely and 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.

### **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 proposal if the facts discovered indicate that completion of a contract resulting from this RFP 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**

Residential Retention Pond Mowing Services shall be completed in accordance with Attachments A to this RFP and as described below:

1. Responsibilities
  - a. The Vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform Residential Retention Pond Mowing Services as specifically outlined in this section.

- b. Vegetation in the retention pond facility is to be rough mowed to a height of 4 inches.
- c. Clearing of vegetation at the base of pond fences is to be done by line trimming or other hand held tools or equipment. Fence clearing is to be performed on both the interior and exterior side of the pond fence at or below the 4” mowing height. Also to be line-trimmed at the 4” mowing height or below are perimeters around trees, posts, large rocks or boulders, and other facility features such as man holes, spillways, retaining walls, access roads and bollards.
- d. Work not included in this contract includes, but is not limited to cutting of saplings and established brush over 1” in diameter at the mowing height of 4 inches.
- e. All fieldwork shall be performed under the supervision of a qualified supervisor. Operators shall be licensed for any functions that might require a license, including, but not limited to Traffic Control Flagging.
- f. The Vendor shall ensure that employees comply with all City of Sammamish and Washington State Industrial regulations and practices.
- g. Any vendor having employees working on or near a street shall comply with City of Sammamish and Washington State 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 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.
- h. The vendor’s employees shall conduct themselves on site in a workmanlike manner at all times. Employees shall be courteous, neat in appearance and wear visible vendor identification.
- i. The Contract Administrator or appointed representative shall inspect work performed by the Vendor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the Vendor. Notification may be verbal or written. The City may choose to:
  - i. Require the vendor to rectify the deficiency within 24 hours and/or,
  - ii. Collect liquidated damages as specified in the Contract.
- j. The vendor shall provide a list of employees to the Contract Administrator. Each employee must have visible identification listing employee’s name and identifying the vendor.
- k. Smoking shall not be permitted in any City Building or on City grounds.

- l. The Vendor shall be issued necessary gate access key set(s). In no case shall the vendor make duplicates of any City keys.
  - m. The Vendor and his/her employees shall ensure that all gates giving access to City facilities are secured. Failure to properly secure City facilities may result in a reduction of payment and/or collection of damages as specified in the Contract.
  - n. The Vendor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours, 9:00 am – 5:00 pm. An afterhours City contact list will be provided (upon award of contract).
  - o. Emergencies shall be reported to the Police/Fire Communications Center, (call 911).
  - p. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect members of the public from injury. It is the Vendor's responsibility to provide close supervision of pond mowing operations and management of the work sites.
  - q. Incidents, altercations or accidents involving facility visitors, Vendor's employees or City employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his/her discretion, may require a written report from the Vendor describing the incident or accident.
  - r. The Vendor shall replace, at the Vendor's own expense, any lawn, groundcover, trees, shrubs, or other plant materials requiring replacement through negligence resulting from the Vendor's mowing operations.
  - s. The contractor will send in writing a weekly list of all ponds mowed the previous week. The list will include all ponds mowed and the square-foot area mowed for each pond mowed. The method of determining or verifying the square foot area mowed shall be mutually agreed upon prior to commencing the work.
2. Method of Determining or Verifying Area Mowed
- a. The preferred method of determining the area mowed is to utilize the King County, WA iMap system <http://gismaps.kingcounty.gov/iMap/> including the Measure (complex) accessory. Utilizing this accessory the area or areas mowed are to be outlined and the sq ft area recorded. A screen shot of the measurement is to be presented with the invoice where the area mowed is initially determined or the area mowed differs significantly from previous determinations, or, when an addition or reduction in the mowed area is requested by the Contract Administrator. A Sample Determination is shown below:



D92765 Site Area  
46,183 sq ft



D92765 Area Mowed

Fenced area + Access 46,183 sq ft

Pond Area -10,457 sq ft

Mowed Area 35,726 sq ft

3. Waste/Materials Disposal

Cuttings generated during pond mowing are to be left in place.

4. Litter and Garbage

Litter and Garbage is to be collected at each site and properly disposed by the Vendor. No waste material is to be deposited at any City owned site. Any discarded or dumped items larger than automobile and truck tires shall be removed and disposed by the City.

5. Additional Vegetation Control

At or near the completion of the Residential Retention Pond Mowing, the City may request additional vegetation control be performed in the residential retention ponds. The vendor is to propose the daily (8-hour day) cost of a two-man crew fully equipped to perform the requested work, including the collection and disposal of the cuttings in a City owned and designated facility. Along with the separate cost of a similar four-man crew. Crews are to be equipped to clear vegetation up to three inches in diameter.

## **Section 4: Proposal Evaluation**

### **4.01 Evaluation Procedures**

Proposals will be evaluated by the Selection Committee. The Selection Committee will consider the completeness of a vendor's proposal and how well the proposal 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 residential retention pond mowing services for large public properties.

### **4.02 Vendor Presentation, Committee Interview and Additional Information or Reviews**

After the proposals 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 with the Selection Committee. 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 in order to assist in the City's evaluation of a proposal.

### **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 proposal submitted.

Therefore, the proposal 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 RFP 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 RFP, will become part of the contract documents. Additionally, the City will verify vendor representations that appear in the proposal. 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 "C". Please review the sample contract prior to submitting a proposal. These documents are for information purposes only and are not part of the submittal requirements.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiations of the final 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.

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

## Attachment “A”: 2017 Residential Ponds

### Sammamish Residential Retention Ponds to be Mowed in 2017

An inventory of 262 ponds to be mowed in 2017 is available in Excel format.

To become a “Plan Holder” for this solicitation, order a copy of the inventory:

E-mail [bmaune@sammamish.us](mailto:bmaune@sammamish.us)

Provide company name, contact person, e-mail, phone and mailing address.

“Plan Holders” will receive an electronic copy of the inventory and large-format City Work Zone maps showing the locations of the Residential Retention Ponds to be Mowed in 2017.

## **Attachment "B": INSURANCE REQUIREMENT**

The vendor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the vendor. Insurance shall meet or exceed the following unless otherwise approved by the City. Questions regarding insurance requirements may be discussed with the RFP Coordinator.

### **A. Minimum Scope of Insurance**

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001) (Ed.10/1/93), or, Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 (Ed. 1/81) covering Broad Form Comprehensive General Liability.
2. Insurance Services Office form number CA 0001 (Ed. 12/93), covering Automobile Liability code 1, A any auto, for activities involving other than incidental personal auto usage.
3. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington; if the contract requires working on or over navigable waters, US Longshoremen's and Harbor Workers' (USL&H) coverage is required.
4. Consultant's Errors and Omissions or Professional Liability applying to all professional activities

### **B. Minimum Levels of Insurance**

1. Comprehensive or Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate combined single limit for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Consultant's Errors or Omissions or Professional Liability: \$1,000,000 per occurrence and as an annual aggregate.

### **C. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. In the event the deductibles or self-insured retentions are not acceptable to the City, the City reserves the right to negotiate with the vendor for changes in coverage deductibles or self-insured retentions; or alternatively, require the vendor to provide evidence of other

security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Provisions

Wherever possible, the policies are to contain, or be endorsed to contain, the following provisions:

1. General or Commercial Liability and Automobile Liability Coverage

- a. The City, its officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the vendor; products and completed operations of the vendor; premises owned, leased or used by the vendor; or automobiles owned, leased, hired or borrowed by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- b. The vendor's insurance shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.
- d. Coverage shall state that the vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverage

Each insurance policy required by this clause shall state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current Bests' rating of A+:VIII, or with insurance acceptable to the City.

F. Verification of Coverage

Vendor shall furnish the City with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage identified in A. 3. and 4. above. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Subcontractors

Vendor shall include all subcontractors as insureds under its policies or shall require subcontractors to provide their own coverage. All coverage for subcontractors shall be subject to all of the requirements stated herein.

H. Asbestos or Hazardous Materials Abatement Work

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

## Attachment "C": SAMPLE CONTRACT



### SMALL PUBLIC WORKS MAINTENANCE SAMPLE CONTRACT

Between: City of Sammamish and (contractor name)  
Project: 2017 Residential Retention Pond Mowing  
Commencing: January 1, 2017 (anticipated Authorization to Proceed June 30, 2017)  
Terminating: December 31, 2017  
Amount: Not to Exceed \$330,000.00 (Engineers Estimate including 9.5% WSST)

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

#### RECITALS

**WHEREAS**, the City desires to contract with the Contractor for 2017 Residential Retention Pond Mowing and

**WHEREAS**, pursuant to the advertisement by the City, extended through the Municipal Research Service Center's Shared Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

**WHEREAS**, the City has determined that the contractor's offer was the lowest responsive and responsible quote submitted;

**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 work 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 and specifications.

**2. Contract Documents.** The Contract between the parties includes this contract, along with any Special and General Conditions, the project quote, any required Performance Bond or optional 50% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, any required Declaration of Option for Management of Statutory Retained Percentage, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

**3. Payment.** The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit “B” or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

**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:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. 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, of the amount of the contract sum, or in the time for completion of the work, may be accomplished only by a written document, signed by the Contractor and the City. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the change order.

**6. Insurance.** The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

6.1 Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;

6.2 Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

6.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

## **7. Prevailing Wages/Prevailing Wages**

~~7.1 Performance Bond. Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions, equipment, labor or supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, by a company acceptable to the City and on the form attached hereto as Exhibit "C".~~

- 7.2 Prevailing Wages. 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, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the 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>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

**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 provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

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>.”

## **10. Termination.**

10.1 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 promptly be submitted to the City.

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

10.3 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.

10.4 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.

**11. Duration.** This contract may be renewed at the City's option for up to three (3) additional one year terms. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

**12. 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 Contract, except for injuries and damages caused by the sole negligence of the City.

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

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 purposes of indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Contract.

Furthermore, 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 at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

**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. Wages and Other Costs.** The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

**15. 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.

**16. Attorneys' 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.

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

**18. 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.

**19. 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.

**20. 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 upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

**TO CITY:**

City of Sammamish, and  
Department of Public Works

Contact Name: Martin Bohanan

Street Address: 801 228<sup>th</sup> Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email: mbohanan@sammamish.us

**TO CONTRACTOR:**

Contractor:  
contractor name

Contact Name:

Street Address:

City, State, Zip:

Phone:

Contact email: (contact email address)

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest/Authenticated:

Approved as to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

SAMPLE CONTRACT  
EXHIBIT A  
City of Sammamish

**SCOPE OF SERVICES**

**Per the RFP including pricing**

SAMPLE CONTRACT  
EXHIBIT B  
CITY OF SAMMAMISH  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
Phone: (425) 295-0500  
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the 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.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

- |  |  |                                     |
|--|--|-------------------------------------|
| <input type="checkbox"/> Corporation           | <input type="checkbox"/> Partnership     | <input type="checkbox"/> Government |
| <input type="checkbox"/> Individual/Proprietor | <input type="checkbox"/> Other (explain) | <input type="checkbox"/> Consultant |

TIN No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature (Required)

SAMPLE CONTRACT

EXHIBIT C

BOND No. \_\_\_\_\_



PAYMENT AND PERFORMANCE BOND

**Bond is not required for Residential Retention Pond Mowing**

contract

\_\_\_\_\_ KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ of \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are jointly and severally held and bound unto the City of Sammamish in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents, the condition of this bond such that;

\_\_\_\_\_ WHEREAS, on the \_\_\_\_\_ day of, 20\_\_\_\_\_, the Principal herein made and entered into a certain contract with the City of Sammamish by the terms, conditions and provisions of which contract the said Principal agrees to furnish all material and do certain work to with: \_\_\_\_\_

As per maps and specifications made a part of said contract, which contract as so executed is hereunto attached, is now referred to, and by reference is incorporated, herein and made a part hereof, as fully for all purposes as if here set forth at length.

\_\_\_\_\_ NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects, and shall well and truly and fully do and perform all matters and things by said Principal undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein and, further, if the Principal shall, as required by law, pursuant to 39.08 Revised Code of Washington, pay all laborers, mechanics, and subcontractors and material men, and all persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying on of such work, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

WITNESS our hand the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL \_\_\_\_\_ SURETY \_\_\_\_\_

By \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_

**IMPORTANT:** Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Washington, for the full amount of the Contract.

**Attachment "D": NO PROPOSAL FORM**

Dear Prospective Vendor:

If you determine not to submit a proposal in response to this solicitation, we would very much appreciate you completing and returning this form for our files:

Proposal Title: Stormwater Facility /2017 Residential Retention Pond Mowing

Proposer Company Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Reason for not submitting a Proposal in response to this solicitation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thank you for your assistance.

City of Sammamish  
Attn: Public Works Department  
801-228<sup>th</sup> Ave SE  
Sammamish, WA 98075

# **Attachment “E”: Residential Retention Pond Mowing Proposal**

## **Proposal Checklist**

**BID DUE DATE/TIME: Tuesday, October 26, 2016 @ 2:00 PM**

\_\_\_\_\_

**This checklist**

\_\_\_\_\_

**Form #1: Proposal Form**

\_\_\_\_\_

**Form #2: Vendor Information**

\_\_\_\_\_

**Form #3: Client Reference**

\_\_\_\_\_

**Form #4: ACKNOWLEDGEMENT OF AMENDMENTS**

\_\_\_\_\_

**Vendor name is on each sheet**

**From #1: Proposal Form**

To: City of Sammamish, Maintenance and Operations

From: \_\_\_\_\_ Vendor Name  
\_\_\_\_\_ Vendor Address  
\_\_\_\_\_ City, State, Zip Code  
\_\_\_\_\_ Telephone Number  
\_\_\_\_\_ E-mail Address

**1. Response:**  
The undersigned hereby certifies that he/she has read the requirements and specifications for providing landscape services in accordance with the City of Sammamish’s Request for Proposal; thoroughly understands the same; and proposes to meet or exceed the specifications.

**2. Exceptions**  
Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the City’s Request for Proposal.

No Exceptions

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**3. Bid Schedule**

*Residential Retention Pond Mowing Unit Price:*..... \$ xx.xx per square foot

*Two-man Vegetation Control Crew Unit Price:*..... \$ xxx.xx per 8-hour day

*Four-man Vegetation Control Crew Unit Price:*..... \$ xxx.xx per 8-hour day

**Signed:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**BID DUE DATE/TIME: Tuesday, October 26, 2016 at 2:00 pm**

## Form #2: Vendor Information

1. Vendor Name:

---

2. Home Office Address:

---

2. Washington Business Address:

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3. Website Address:

---

5. Name, Title, Address, Telephone Number, FAX Number and Email Address of the person to be contacted concerning the proposal:

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6. If Applicable, Name of the Parent Company:

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7. Home Office Address, Telephone Number and Website Address of the Parent Company:

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8. Describe the parent company's relationship with the Vendor if applicable:

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9. Does the person signing the proposal have the authority to sign on behalf of the Vendor?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

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

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11. **Attach to this form**, and label appropriately, documentation showing that the vendor is duly organized and validly existing as a corporation or partnership in good standing, and licensed to do business in the City of Sammamish. If the vendor is not duly licensed, then the vendor must provide a sworn statement that it will take all necessary actions to become so licensed if selected as the vendor.

12. **Attach to this form** an inventory of equipment that you currently own, by make, size, year and condition.

13. **Attach to this form** a list of equipment by make and size that you plan to purchase within the next twelve months.

15. **Attach to this form** a list of professional qualifications, licenses, certificates and years of applicable experience for all on-site supervisors and/or lead workers.

16. A subcontractor is defined herein as one who contracts with the vendor to furnish materials and labor for performance of the work at the site of the work. Attach to this form a list of those individuals/firms that would perform 3% or more of the total amount of the bid.

17. Specify the person to be the Contract Manager. 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 RFP.

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18. 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

19. 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.

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### Form #3: Client Reference

#### 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	

**Form #4: ACKNOWLEDGEMENT OF AMENDMENTS**

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

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

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

Amendment No. \_\_\_\_\_, Dated \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_