



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

**City of Sammamish
Invitation to Bid**

2021 Ditch and Drainage Maintenance

Bids Due: 2:00 PM PDT on May 12th, 2021

1.01 Description of Work:

The City of Sammamish is seeking a contractor to perform ditch maintenance and culvert cleaning in select areas of the City. The contract will also include additional drainage maintenance projects that are described in the Scope of Work, (Attachment "A").

Expected Contract value (approx.): \$126,473

Expected duration: 4 months

1.02 Communication/Coordination:

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

Name: Stephanie Sullivan
Mailing Address: 801 228th Ave SE, Sammamish, WA 98075
Phone: 425-295-0560
Email: ssullivan@sammamish.us

2.01 Bidding Schedule and Submittal:

Bids will be accepted via e-mail only to ssullivan@sammamish.us
Bids are due by:

Date: May 12th, 2021

Time: 2:00 PM PDT

Late submittals will not be accepted.

Technical questions regarding the scope of work may be emailed to the project coordinator listed in Section 1.02. Questions will only be answered when they are through email writing and received before:

Date: May 5th, 2021

Time: 4:00 PM PDT

2.02 Qualification of Bidders

This Request for Proposal is being issued in accordance with [RCW 35.22.620](#), which permits the use of a Small Works Roster to solicit bids. Only qualified contractors who have filled out an application to be on the

roster and have been accepted at the time of the bid closing may submit bids. To fill out an application, please see [MRSC Small Works Roster](#) for instructions.

2.03 Addendum

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 schedule or issue addenda to the Invitation at any time. The City also reserves the right to cancel or re-issue the Invitation. All such addenda will become part of the proposal. If an addendum is issued, vendors must include an "Acknowledgement of Addendum" in their final proposal (Attachment "B", Form 5).

2.04 Bid Withdrawal

Bids may be withdrawn at any time prior to the submission time specified in Section 2.01 provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt unless the award is delayed for a period exceeding 60 calendar days.

2.05 Bid Modification and Clarification

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 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.

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.

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

2.07 Bid Award

- Only firm bids will be accepted.
- A bid guarantee is not requested.
- The City reserves the right to reject any or all bids or waive any irregularities and informalities in the bids submitted and accepted by the City.
- The City reserves the right to make bid awards to the lowest responsive and responsible bidder as deemed in the best interests of the City.

2.08 Bid Rejection

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

2.09 Bid 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.

2.10 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.

2.11 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.

2.12 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, statues, 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.

2.13 Contract Requirements

The City will be using the attached standard contract (see Attachment C). **By submitting a bid, proposing contractors indicate they have read and agree with the contract terms.** Contractual requirements include:

1. Payments
2. Warranties/Guaranty
3. Insurance Requirements
4. Indemnification/Hold Harmless
5. Contractors state contractors license & UBI number
6. Contractors Employment Security Dept # & Industrial Insurance
7. Contractor 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

2.14 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.

2.15 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.

2.16 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.

Parties may not incur any costs chargeable to the proposed contract before the date of the execution of the contract.

3.01 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.

3.02 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.

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. 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.

3.04 Prevailing Wage

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.

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.

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](#).

ATTACHMENT “A”

Scope of Work

General

The City of Sammamish (“City”) is soliciting your bid on a small works project for ditch and culvert maintenance in select neighborhoods. Ditch and culvert maintenance work costs have been estimated based on quantity take-offs. The work may occur in any order agreed upon by the contractor and City. All contract work is expected to be complete by 31 October 2021.

Best Management Practices

The work performed shall be completed in accordance with the best management practices identified in the [2014 Stormwater Management Manual for Western Washington](#) for maintenance of roadside ditches. Please refer to Volume IV, Chapter IV-2, [S416: BMPs for Maintenance of Roadside Ditches](#) which specifies how to properly dispose of soil and vegetative material removed from roadside ditches. For permanent seeding, please refer Volume II, Chapter II-4 for [C120: Temporary and Permanent Seeding](#).

Project Temporary Traffic Control

Any Contractor 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 control 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.

Safety Equipment

A minimum of two Class B size II fire extinguishers are required in vehicles working at/on City property. In addition, all contract employees shall be provided (by the contractor) and wear appropriate Personal Protective Equipment (PPE). Spill kits shall be provided by the contractor in each vehicle working on city property. That kit shall include at a minimum a container (e.g. bucket and plastic bags), oil absorbent pads, and oil absorbent booms (minimum of 3 inches in diameter).

Working Days

The first working day shall be the date of the Notice to Proceed, anticipated to be issued 16 June 2021. Ditching and culvert maintenance shall be completed prior to the beginning of the wet season, 01 October 2020.

Construction Hours

Per Sammamish Municipal Code (SMC) 16.05.030:

Hours of construction are Monday through Friday: 7:00 a.m. to 8:00 p.m., Saturdays: 9:00 a.m. to 6:00 p.m. and no construction on Sundays or Holidays: No construction will be allowed on the following holidays – New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Lane closures on East Lake Sammamish Parkway will be allowed only between 9:30 AM to 3:00 PM Monday through Friday.

Description of Work –Ditch Maintenance, Vegetation Removal, and Culvert Cleaning

The City requires a contractor to restore, clear debris from, and enlarge/deepen roadside ditches along the roadways in the following areas, please refer to maps of the areas in **Attachment B**.

1. The Country (Map 1.a, 1.b, and 1.c);
2. NE 27th Place cul-de-sac.(Map 2);
3. NE 24th Place cul-de-sac (Map 3); and
4. NE 21st Street (Map 4).

Ditch maintenance includes clearing and grubbing, vegetation removal, excavation, grading, and stabilization of existing ditches. Areas cleared of debris and vegetation shall be stabilized by the contractor following Chapter 7.02 of the 2016 King County Roads Standards and best management practices (BMP) according to the 2014 Stormwater Management Manual for Western Washington, S416: Maintenance of Roadside Ditches and C120: Temporary and Permanent Seeding. There are ditch segments where stormwater cannot easily flow into the ditch because of areas that have been filled. Restoration of these ditches shall include grubbing of material to allow for positive drainage, hauling of removed material, and stabilization of the area. Some ditches may not be accessible due to overgrown vegetation, such vegetation should be removed to provide access. Some ditch segments have been rocked, or otherwise landscaped, by the adjacent property owner. To maintain the desired aesthetic, at the direction of the City Project Manager and Inspector, some segments will require removal of decorative rock, excavation to the correct elevation, and replacement of the decorative rock.

The maps in **Attachment B** show the areas that require various types of maintenance. Ditch segments are classified as either, "Ditch Maintenance" or "No Work Needed." Culverts to be cleaned are noted as "Clean Culvert." Ditches that are to be rock lined have an additional notation indicating rock lining is needed. The areas to be lined are based on original as-built drawings. Some segments not shown to be lined, may be lined at the request of the City Project Manager.

The City will mail letters notifying residents of the planned work and instruct residents to remove any materials they wish to retain from the ditch. The City Project Manager may contact residents directly where trees or other landscaping may require removal to provide an opportunity for residents to relocate vegetation they desire to keep. It is expected, however, that the contractor will work with residents to coordinate the work as needed.

Vegetation often overgrows into the City right-of-way, obstructing access for maintenance. Vegetation trimming and removal is noted on the maps in areas where trees or shrubs were observed and require maintenance and is included in the cost of Ditch Maintenance. Trimming vegetation may be required up to 14-feet high to allow access to the ditch system. Where trees require removal, the stumps should remain, unless approved by the City Project Manager. Where ivy is growing in the ditch, it should be removed to the extent reasonably achievable from the back slope of the ditch to the pavement.

Culverts in line with the ditches in City right-of-way are typically buried with sediment or obstructed by vegetation. They require vegetation removal, cleaning and jetting, minor excavation, and some culvert end protection to restore proper function. Culverts parallel to the above listed streets traverse under driveways, utility easements, and public and private streets. Culverts perpendicular to the above streets allow water to pass under the roadway. All culverts noted on the attached maps in Attachment B require cleaning and jetting. Culverts passing under streets require end protection (armoring) at the inlets and/or outlets, where appropriate, with 2- to 4-inch rock. Culverts passing under driveways, fire hydrants, and other utility easements, do not require end protection.

Questions

Questions shall be in writing and emailed to the City Project Manager by May 5th, 2021, at 4:00 pm PDT. Responses will be provided via email sent to all bidders by 4:00 pm PDT on May 7th, 2021.

Bids Due and Contract Award

Please submit bids by email to ssullivan@sammamish.us by **2:00 pm PDT, May 12th, 2021**. The bid will be awarded to the lowest responsive and responsible bidder. The City shall notify all bidders of apparent low bidder by **4:00 pm PDT, May 14th**. The contract is expected to be awarded at the regular City Council Meeting scheduled for June 15th, 2021.

Contract Completion

The contract shall expire December 31st, 2021.

Bid Items:

1. Project Temporary Traffic Control

Traffic control shall be measured per lump sum.

The Contract price per lump sum shall be full compensation for all labor (e.g., flaggers), material, tools, equipment, and incidentals necessary to satisfactorily complete the traffic control work.

The Contractor is reminded that specifically included in the lump sum price for traffic control are all costs for:

- Traffic control plans;
- Traffic Control Supervisor;
- Certified trained flaggers;
- Furnishing, installing, maintaining and removing temporary traffic control signage;
- Furnishing, installing, maintaining and removing traffic cones, barrels, barricades.

Temporary traffic control shall be provided by the contractor consistent with current MUTCD and WSDOT Standard Plans and Details. A traffic control plan shall be submitted a minimum 48-hours prior to work to the City Project Manager for approval. Any lane closures on East Lake Sammamish Parkway will be allowed only between 9:30 AM to 3:00 PM Monday through Friday. School buses shall be treated as emergency vehicles. Maximum traffic queue shall be limited to 5 minutes. Minimum 10-ft travel lanes shall be provided. Full road closure shall not be allowed.

2. Mobilization

Mobilization shall be measured per lump sum.

There is not an available bone yard in the right-of-way to stockpile along East Lake Sammamish Parkway, or in other City neighborhoods, so other arrangements must be made by the Contractor. Parking may be allowed in or adjacent to the right-of-way where not prohibited by signage or other restrictions. Arrangements have not been made by the City for parking/staging on private property.

3. Culvert End Protection Installation

Culvert end protection consists of clearing and grading and minor excavation of the inlet or outlet areas of a culvert. This work is for the culverts under street crossings identified in the scope of work provided on the project maps. End protection will not be placed for driveway culverts, unless

instructed by the City Project Manager. Contractor shall clear, grade, remove, haul out excess material, and place 2- to 4-inch rock as erosion stabilization of the culvert inlet or outlet. Rocks shall be placed into the side and headwalls of the ditch embankment and 3-feet into the channel, imbedded minimum 6-inches to provide adequate channel armoring and stabilization from erosive stormwater runoff. Minor earthwork around the inlets and outlets may be required to provide positive drainage. The cost of rock material is included as a separate bid item, this bid item is for labor and equipment associated with installation.

4. Culvert Cleaning/Jetting, incl. Haul

Cleaning and jetting a culvert will consist of using a vacator truck to clean all debris and soil from the entire length of each culvert identified in the maps. Removed debris shall be hauled off-site to a Washington State Department of Ecology/County approved waste facility; there is no location in Sammamish to deposit waste material.

5. Ditch Maintenance, incl. Haul

Ditch maintenance shall include clearing and grubbing, vegetation removal, excavation, debris removal, hauling, grading, and stabilization of existing ditches. Excessive debris shall be removed from ditches such that the ditch has approximately a 3:1 side slope and a 2:1 backslope, where feasible and provides gravity drainage and conveyance of water through the existing ditch and culvert system.

Costs for this bid item shall include minor surveying of relative culvert invert elevation as needed to verify drainage directions in the field. Debris includes, but is not limited to, branches, vegetation, soil, rock, and refuse. Removed debris shall be hauled off-site to a Washington State Department of Ecology/County approved waste facility; there is no location in Sammamish to deposit waste material. Payment for this bid item shall be established by measuring work completed by lineal foot. This bid item is called out as "Ditch Maintenance" on the attached maps in **Attachment B**. Anticipated vegetation removal is also noted as "Remove Vegetation/Limb Trees".

Removed sediment may be contaminated with petroleum products or heavy metals and must be disposed of in accordance with local and state laws.

6. 2-to 4-inch Rock, Incl. Haul

Angular rock, 2-to 4-inches in diameter, for lining ditches as noted or directed by the City Project Manager, and culvert end protection in Bid Item 4.

7. Roadside Seeding and Mulching

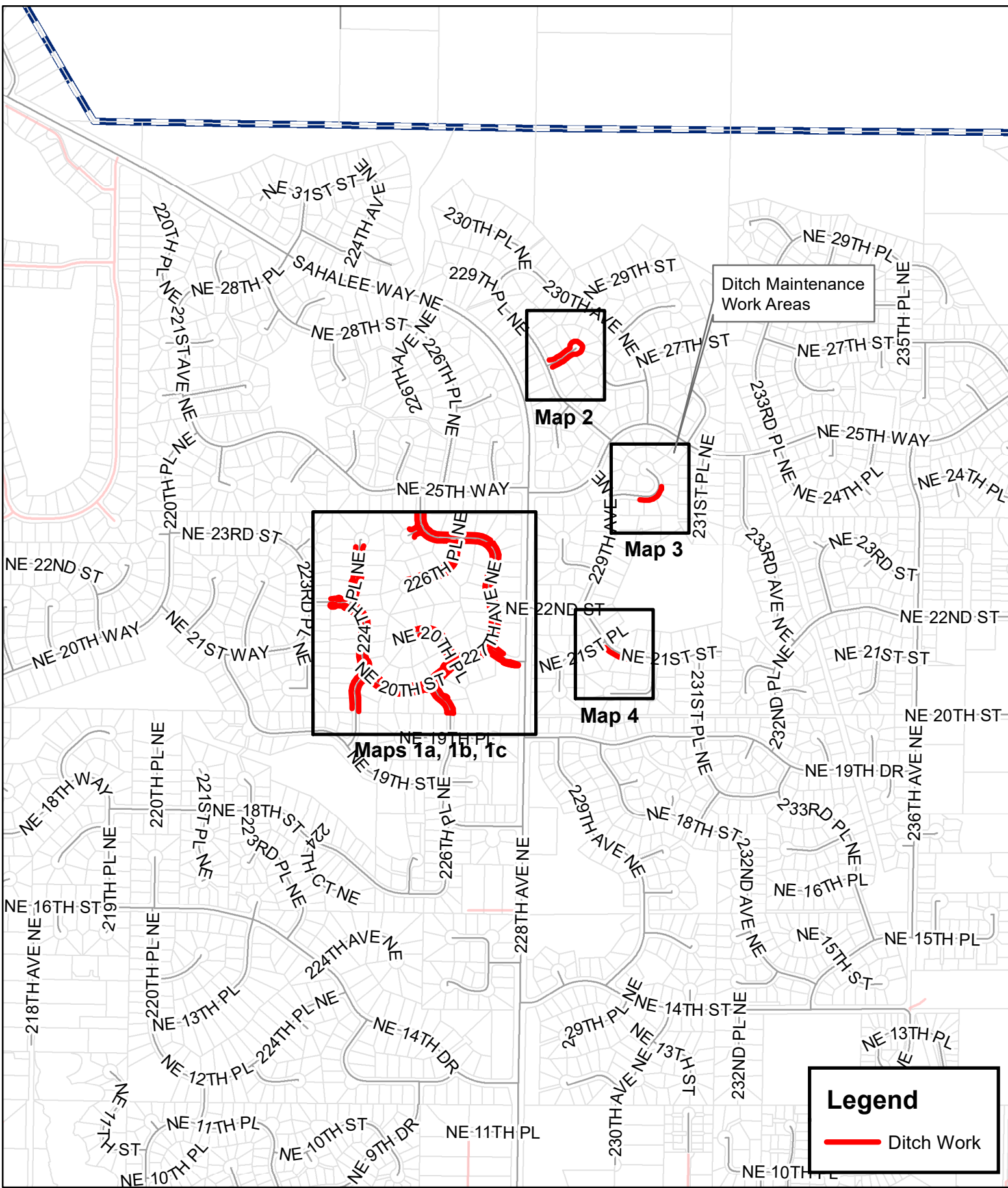
Areas where the contractor performed Ditch Maintenance shall be seeded, or otherwise stabilized, as approved by the City Project Manager. Permanent seeding should be performed within 30 days of completing ditch maintenance. Seed mix shall follow the 2016 King County Roads Standard 7-02. Unless approved by the City Project Manager, seeding shall be applied between September 1 and October 1.

Seeding between July 1 and August 30 requires irrigation until 75 percent grass cover is established. Seeding between October 1 and March 30 requires a cover of mulch with straw or an erosion control blanket until 75 percent grass cover is established. Cost estimates for this contract are based upon seeding that occurs during the optimum window of September 1 and October 1.

ATTACHMENT "B"

Ditch Maintenance Locations Maps

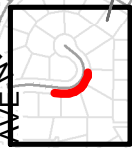
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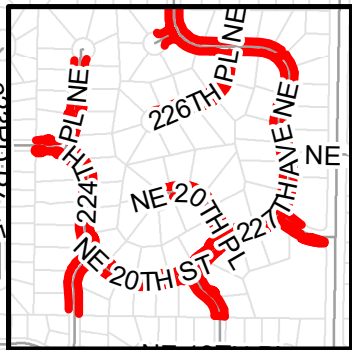
Ditch Maintenance Work Areas



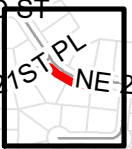
Map 2



Map 3



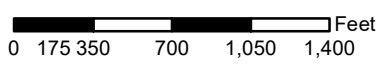
Maps 1a, 1b, 1c



Map 4

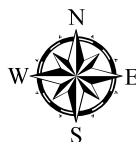
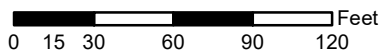
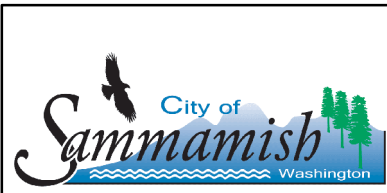
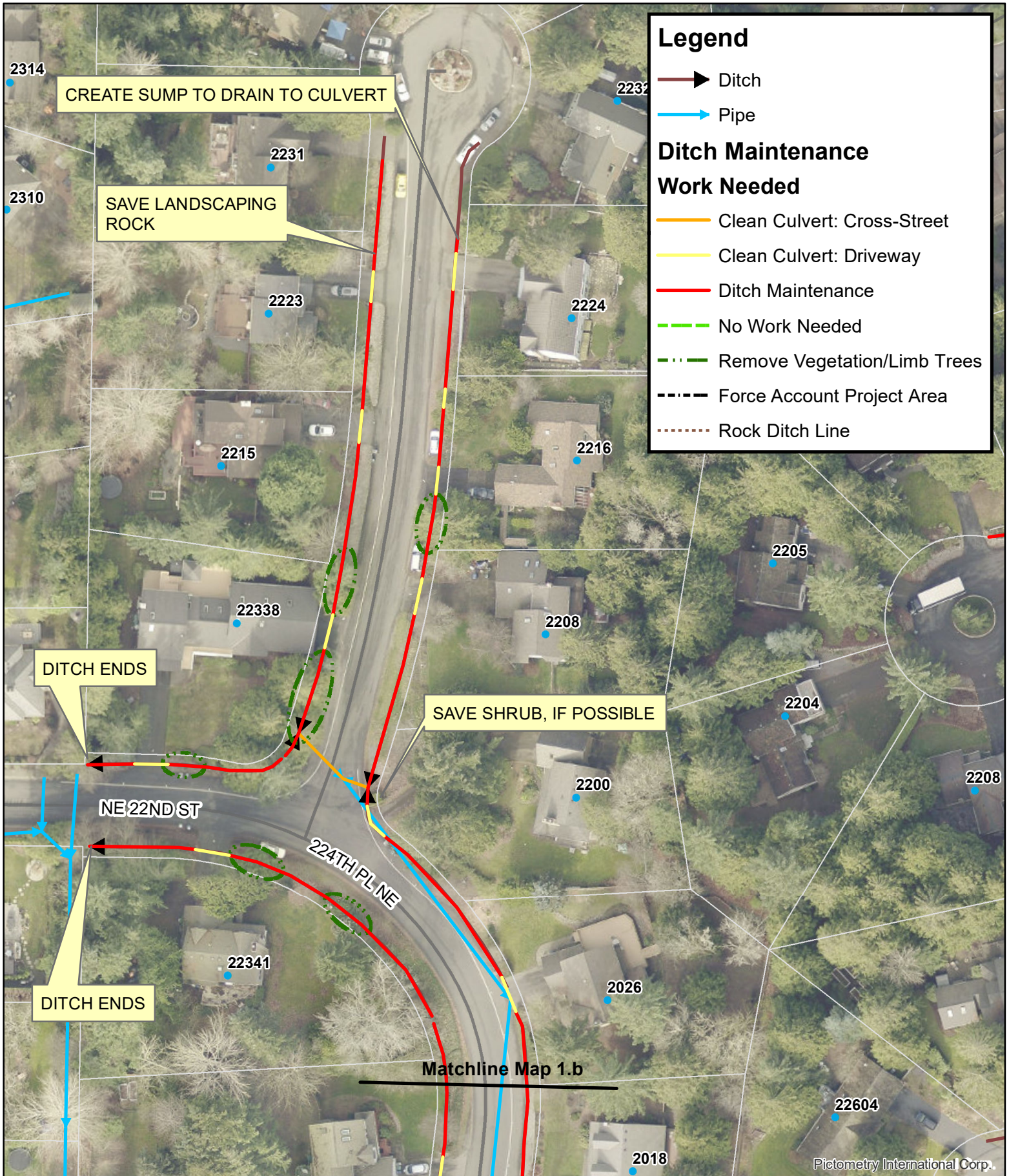
Legend

 Ditch Work

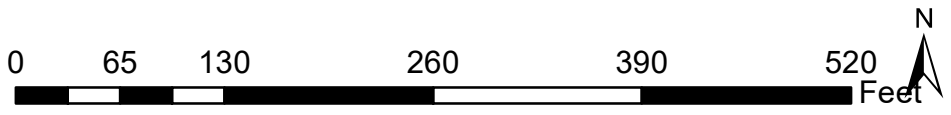
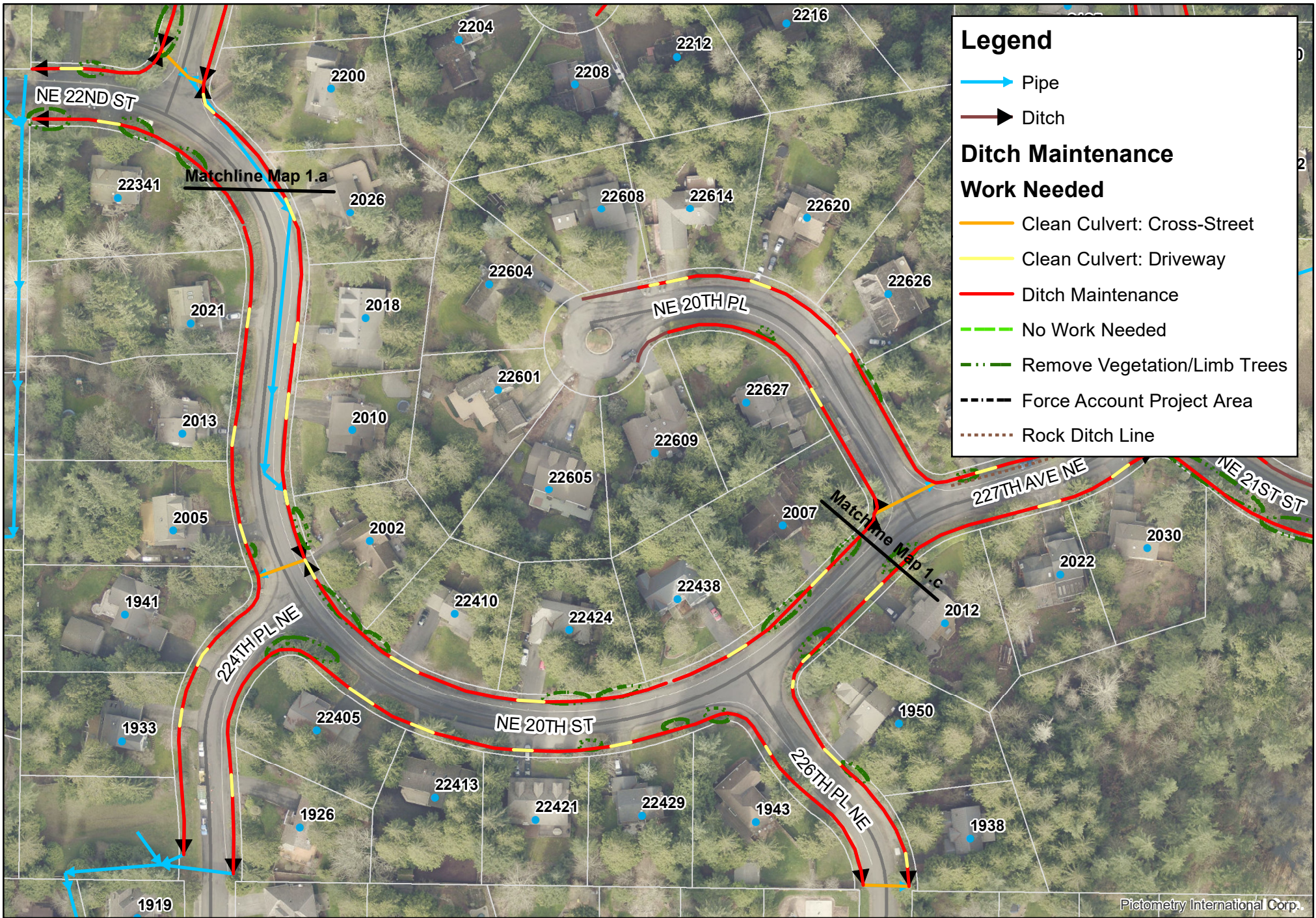


**2021 Ditch and Drainage Contract
Ditch Work and Maintenance
Vicinity Map**

Date Created: 4/19/2021

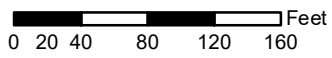
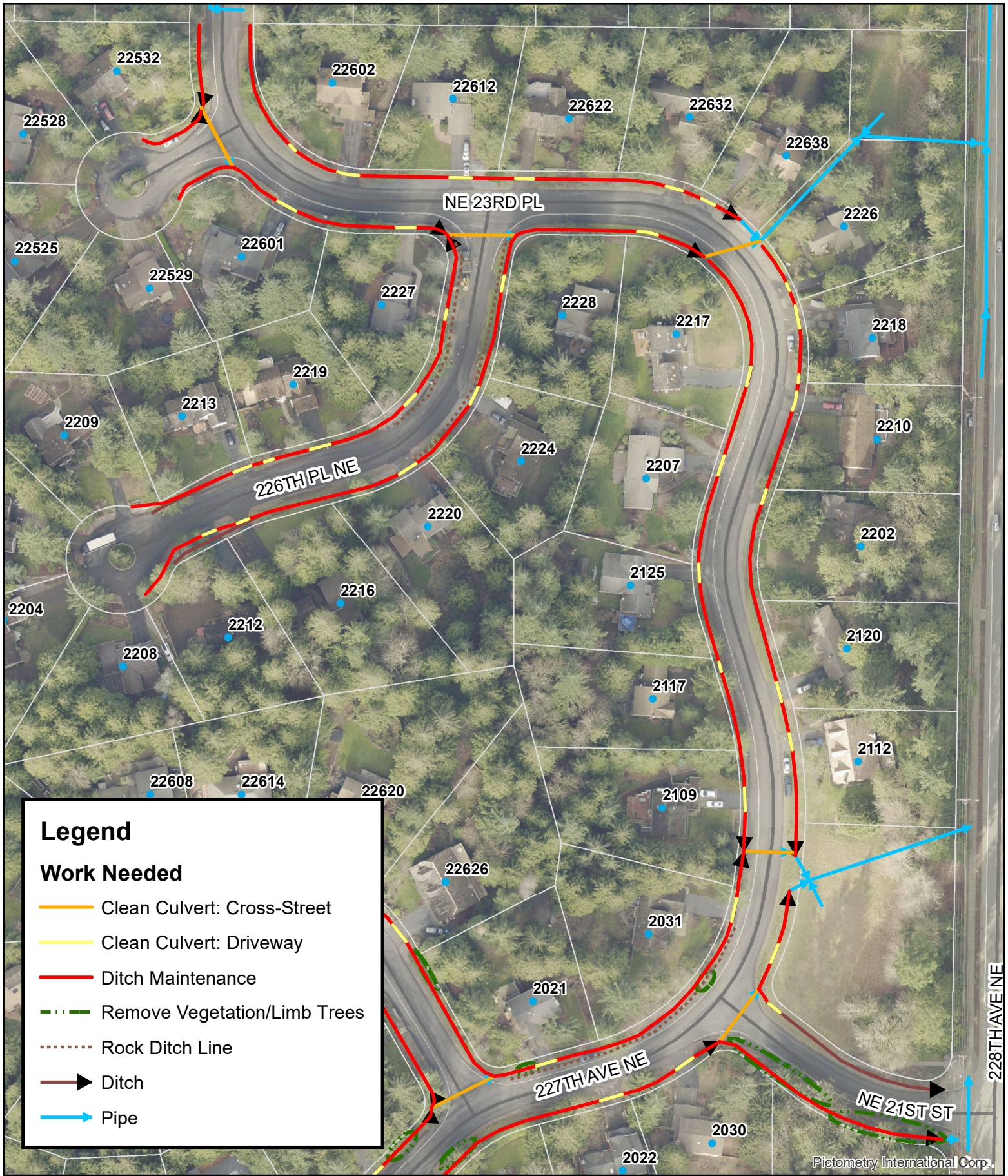


**2021 Ditch and Drainage Contract
The Country
224th PI NE Cul-de-sac
Map 1.a**



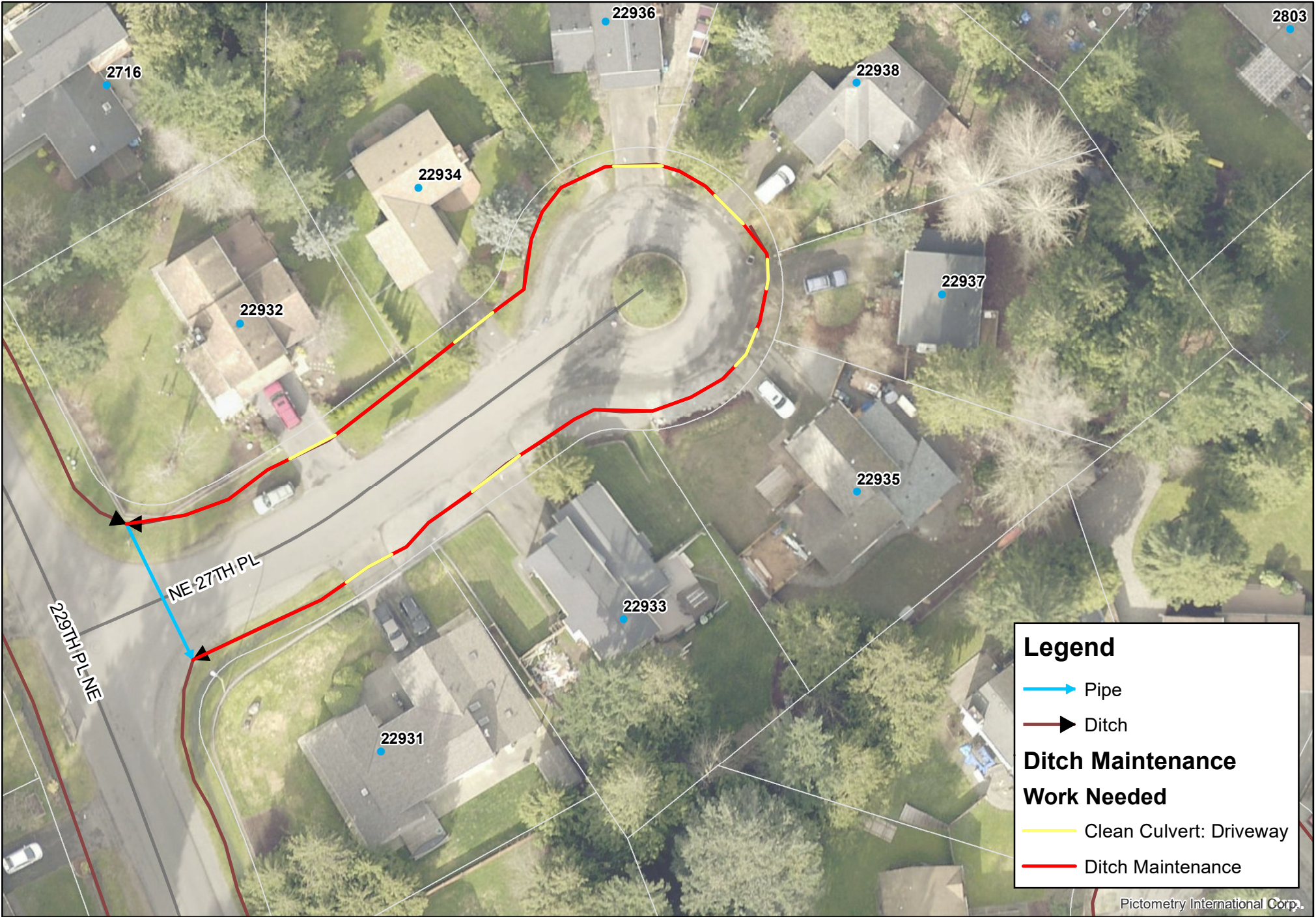
**2021 Ditch and Drainage
The Country - NE 20th St
Map 1.b**

Pictometry International Corp.





**2021 Ditch and Drainage Contract
The Country - 227th Ave NE
Map 1.c**
Date Created: 4/21/2021



Pictometry International Corp.



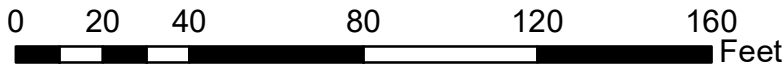
Legend

-  Pipe
-  Ditch

Ditch Maintenance Work Needed

-  Clean Culvert: Driveway
-  Ditch Maintenance





Pictometry International Corp.

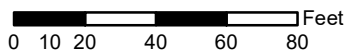
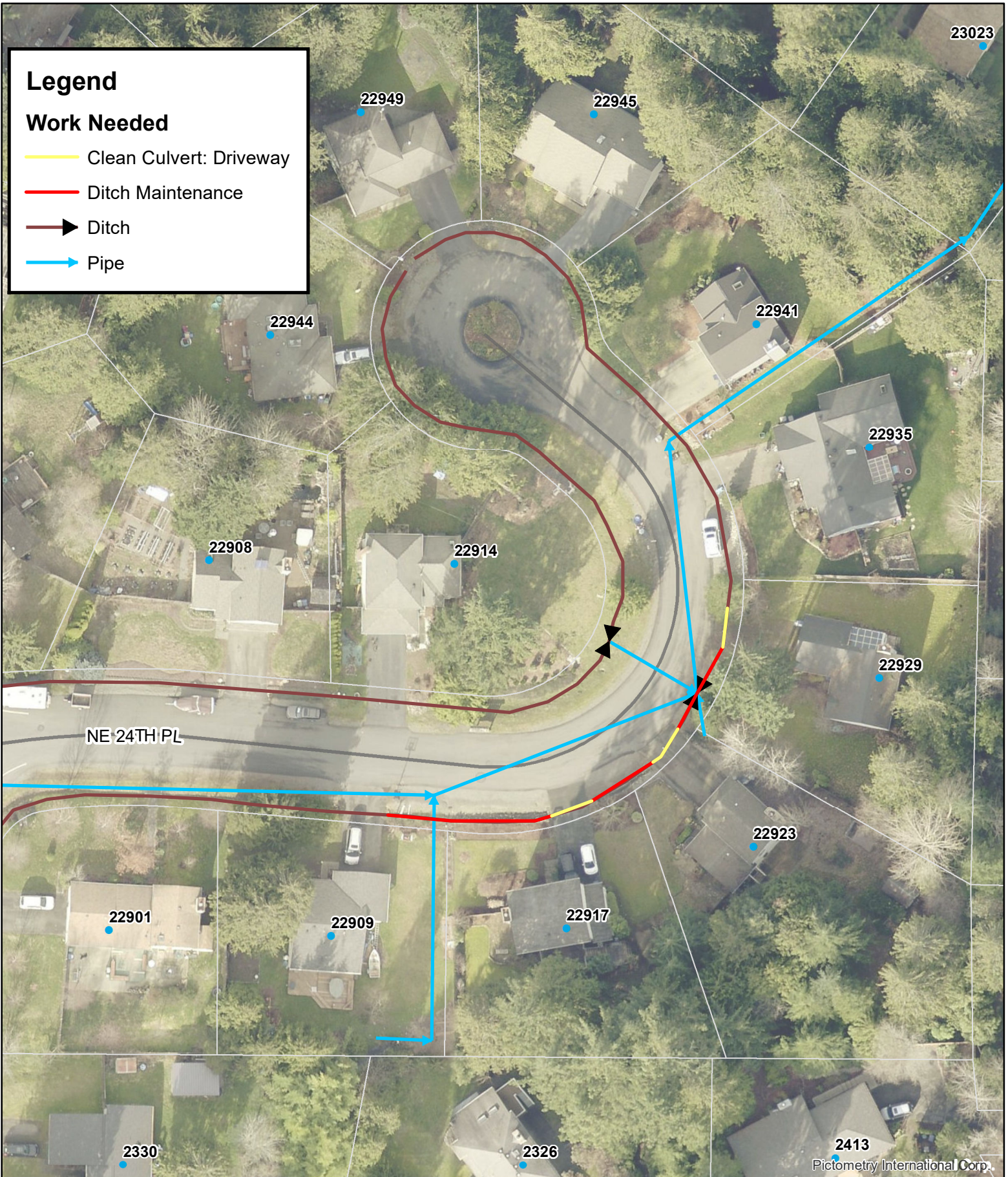


2021 Ditch and Drainage Map 2
NE 27th PI Cul-de-sac

Legend

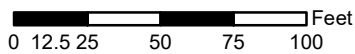
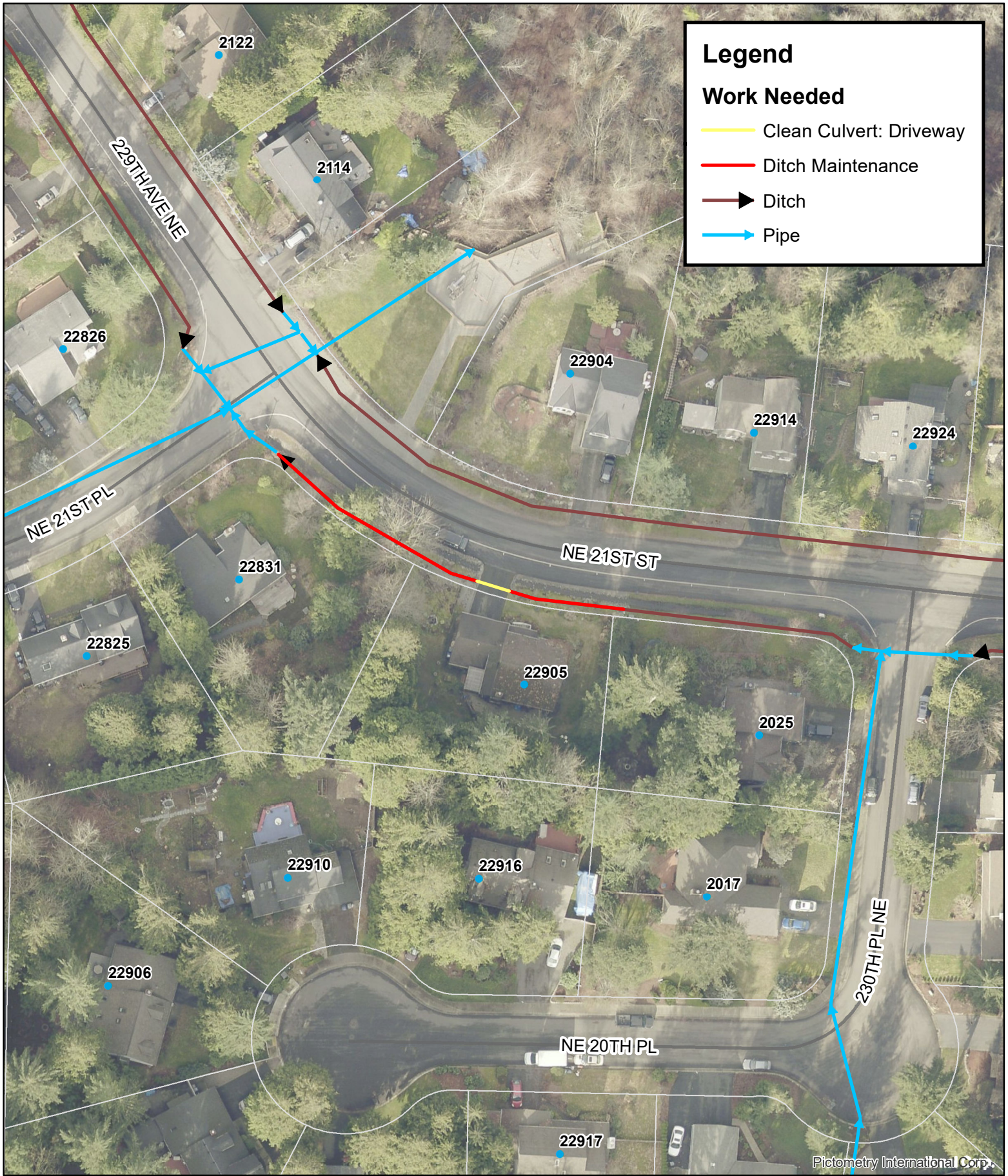
Work Needed

-  Clean Culvert: Driveway
-  Ditch Maintenance
-  Ditch
-  Pipe



2021 Ditch and Drainage Contract
NE 24th Pl Cul-de-sac
Map 3

Date Created: 4/19/2021



2021 Ditch and Drainage Contract
NE 21st St Ditch
Map 4
 Date Created: 4/19/2021



Bid Checklist
2021 Ditch and Drainage Maintenance

Vendor Name: _____

Bid Checklist

BID DUE DATE/TIME: Wednesday, May 12th, 2021 @ 2:00 PM

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:

Email to Stephanie Sullivan at ssullivan@sammamish.us

Subject: 2021 Ditch and Drainage Bid Submittal

If the bid cannot be delivered by email, please contact Stephanie Sullivan at 425-295-0560 to arrange an alternate delivery method.



2021 Ditch and Drainage Maintenance -

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.

BID

Bid Items	Description	Quantity	Price per item	Total
1	Project Temporary Traffic Control	1 LS	\$ /LS	\$
2	Mobilization	1 LS	\$ /LS	\$
3	Culvert End Protection Installation	20	\$ /EA	\$
4	Culvert Cleaning/Jetting, incl. Haul	2,095 LF	\$ /LF	\$
5	Ditch Maintenance and Vegetation Removal, incl. Labor and Haul	8,500 LF	\$ /LF	\$
6	2- to 4-inch rock, incl. Haul	50 CY	\$ /CY	\$
7	Roadside Seeding and Mulching	34,000 SF	\$ /SF	\$
SubTotal				\$
	WA State Sales Tax Exempt		0%	\$0
TOTAL				\$

Signed: _____

Dated: _____

Title: _____

BID DUE DATE/TIME: Wednesday, May 12th, 2021 @ 2:00 PM PDT



Vendor Name: _____

2021 Ditch and Drainage Maintenance

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.

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)
5. 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: 2021 Ditch and Drainage Maintenance -

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 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); and
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: 2020 Ditch & Drainage Maintenance -

Vendor Name: _____

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 # https://secure.dor.wa.gov/gteunauth/ /#1	
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: 2021 Ditch and Drainage Maintenance -
Form #4 - References

Vendor Name: _____

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: 2021 Ditch and Drainage Maintenance

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: _____



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

Invitation to Bid: 2021 Ditch and Drainage Maintenance

Form #6: Non-Collusion Affidavit

State of _____)

)

County of _____)

I, the undersigned, being duly sworn, deposes and says that the person, firm, association, copartner ship 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.

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: _____

Sworn to before me this _____ day of _____ 20__.

Notary Public

CORPORATE SEAL:

ATTACHMENT "C"

Sample Contract

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

**SMALL PUBLIC WORKS CONTRACT
(Under \$350,000)**

	YES	NO	IF YES - SEE
Small Public Work	Performance Bond Required <input type="checkbox"/>	<input type="checkbox"/>	Paragraph 7 & Attached Form
	Retainage Required <input type="checkbox"/>	<input type="checkbox"/>	Paragraph 8 & Attached Form
	Limited PW Process <input type="checkbox"/>	<input type="checkbox"/>	Needs no Bond or Retainage

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 desires to contract with the Contractor for the above-named project and

WHEREAS, pursuant to the invitation of the City, extended through the MRSC 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, 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 Invitation to Bid/Bid Sheet;



- c) The submitted bid or proposal;
- d) Scope of Work;
- e) Maps and Plans;
- f) Special Provisions, if any
- g) Retainage Form, if required;
- h) Payment and Performance Bond, if required;
- i) All amendments to the aforementioned documents, but only if duly adopted in accordance with the terms of this Agreement.
- j) 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.

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 to the following procedures and subject to the following requirements.

3.1 The Contractor shall submit invoices for the work performed to **City of Sammamish Accounts Payable Department.** The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of each such payment.

3.2 If 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 the attached **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.

3.5 Final Payment. Thirty (30) days after completion and final acceptance of this project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract, except those required to be withheld by law or agreed to in special contract provisions. Before final payment can be made, the City must receive all necessary releases from the Department of Labor and Industries and the Department of Revenue and ensure any liens filed under Chapter [60.28 RCW](#) are settled, whichever is later.



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 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:

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. Performance and Payments Bonds (if applicable)

Performance and Payment Bonds. Upon execution of this Contract, as required by [RCW 39.08](#), the Contractor shall furnish surety bonds in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the Contract (Performance Bond) and the payment of all labor, mechanics, subcontractors, material and all persons who supply them with provisions, equipment, labor or supplies (Payment Bond) 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. The performance and payments bonds 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 provided by the City.

8. Retainage (if applicable)

[RCW 60.28.011](#) requires the City to withhold 5% from the moneys earned by the Contractor on estimates during the progress of the improvement or work until completion and/or acceptance of the contract. This money is set aside as a trust fund for the protection and payment of anyone who performs labor, provides materials, supplies equipment or subcontracts. The Contractor shall be eligible to designate the manner of retention of such moneys as provided in [RCW 60.28.011](#), as explained in the City form entitled "Declaration of Option for Management of Statutory Retained Percentage" that the Contractor must sign as part of this Contract

9. Prevailing Wage

Small Public Works Contract

Approved as to form
 Lisa Marshall
 City Attorney
 7/7/2020



9.1 Prevailing Wages. 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>

9.2 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.

9.3 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 subcontractor. If progress payments are made on this project, an approved Intent form must be received prior to issuing the first payment. An approved Affidavit form must be received prior to issuing the final payment.

9.4 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.

10. 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.

11. 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.

12. 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>."

13. Termination.

13.1 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.

13.2 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.



13.3 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.

13.4 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.

14. Duration. This contract may be renewed at the City's option for up to one (1) additional years. In the event the City desires to invoke this option, the parties shall execute an amendment to this Agreement reflecting the new duration and new compensation, which will be adjusted annually based on any increase in the June to June Seattle Consumer Price Index -Urban (CPI-U) rate.

15. 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.

16. Non-Discrimination:

Discrimination prohibited by applicable laws: Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, Sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, and the Washington State Law Against Discrimination, RCW 49.60. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which Contractor must meet.

During performance of the Work:

Protected Classes: Contractor shall not discriminate against any employee or applicant for employment because of any protected class described in RCW 49.60 including but not limited to age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, nor commit any other unfair practices as defined in RCW 49.60.

Advertisements to state nondiscrimination: Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to any of the protected classes listed in RCW 49.60.

Contractor to notify unions and others of nondiscrimination: Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60.

Owner and State access to Contractor records: Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.

Pass through provisions to Subcontractors: Contractor shall include the provisions of this section in every Subcontract.

17. Non-Endorsement: As a result of the selection of a Contractor to supply products and/or 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.



18. 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.

19. 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.

20. 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.

21. Entire Contract/Binding Effect. This Contract (as defined at Section 2 herein) constitutes the entire agreement between the parties hereto.

22. 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.

23. 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.

24. Records Keeping & Reporting.

24.1 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](#)

24.2 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.

24.3 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.

24.4 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.

24.5 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

CONTRACT NUMBER



deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this agreement.

24.6 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.

25. 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>.

26. 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

Email



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

CITY OF SAMMAMISH, WASHINGTON:

By:	Date:
Print Name:	Title:

Contractor: Company Name: _____

By:	Date:
Print Name:	Title:

City Clerk:

By:	Date:
Print Name:	Title: City Clerk



EXHIBIT A
Scope of Work