



801 228<sup>th</sup> Avenue SE • Sammamish, WA 98075 • Phone: 425-295-0500  
[www.sammamish.us](http://www.sammamish.us)

## **Invitation to Bid: #2024-001** **On-Call Traffic Control and Flagging Services**

### **1.01 Description of Work:**

The City of Sammamish is seeking a contract for: **On-Call Traffic Control & Flagging Services**

Annual Contract value (Not to Exceed.): **\$ 40,000.00** (including WA State sales tax)

**The City is not obligated to assign any specific number of tasks to the Contractor. There is no guarantee that the total contract amount will be expended.**

Contract duration: **2-year term with two 1-year renewal options**

### **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: Dan Johnson  
 Mailing Address: 801 228<sup>th</sup> Ave SE, Sammamish, WA 98075  
 Phone: 425-952-2118  
 email: [djohnson@sammamish.us](mailto:djohnson@sammamish.us)

### **2.01 Bidding Schedule and Submittal:**

Bids will be accepted via e-mail to:  
[crupke@sammamish.us](mailto:crupke@sammamish.us)  
 City of Sammamish  
 Attn: Colleen Rupke  
 801 228<sup>th</sup> Avenue SE  
 Sammamish, WA 98075

**PLEASE ENTER THE PROJECT TITLE IN THE SUBJECT LINE OF THE E-MAIL**

**Late submittals will not be accepted.**

<b>EVENT</b>	<b>DATE</b>
Release ITB to Vendors	Friday, September 15, 2023
SiteTour (If Needed)	N/A
Vendor Questions (if any) due	3:00 PM on Monday, September 25, 2023
Bid Responses Due	3:00 PM on Friday, September 29, 2023
Contract start date: Approximately	January 1, 2024

## **2.02 Qualification of Bidders**

This Invitation to Bid is being issued in accordance with [RCW 39.04.155](#), 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 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 schedule or issue amendments 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 amendment is issued, vendors must include an "Acknowledgement of Amendment" in their final proposal, which can be found on Page 2 of the Affidavit below.

## **2.04 Bid Withdrawal**

Bids may be withdrawn at any time prior to the bid closing date 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
- 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 as authorized in **RCW 39.26.160** and/or any failure to meet the bid call.

## **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 90 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 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.

## **2.12 Contract Requirements**

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

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

## **2.13 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.

All parties may incur no cost 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](#). Wage rates may be found at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

**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 duration of the contract.**

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 Approved Notice of Intent to Pay Prevailing Wages 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](#).

### **3.05 Scope of Work**

**Project:**        **On-Call Traffic Control and Flagging Services**  
                         **801 228<sup>th</sup> Avenue SE**  
                         **Sammamish, WA 98075**

#### **General Services:**

To provide On-call Traffic Control and Flagging Services for the City of Sammamish.

Bid prices shall include all taxes, sur-charges, disposal fees and any other fees associated with the proposed work.

All work shall comply with the most current version of the ***Manual on Uniform Traffic Control Devices***.

The City supplies and sets up all traffic control devices necessary and required by the most current version of the ***Manual on Uniform Traffic Control Devices***. The exception to this is flagging paddles. The City does not provide flagging paddles.



## **Bidders Document Checklist**

**The following items must be submitted or your bid may be declared non-responsive.**

- Statement of Bidder's Qualifications**
- Affidavit**
- Contractor Certification – Wage Law Compliance**
- Proposal Form**



**STATEMENT OF BIDDER'S QUALIFICATIONS**

Name of Contractor: \_\_\_\_\_

Contact Person for this Bid: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Number of years the Contractor has been engaged in the construction business under the present firm name indicated: \_\_\_\_\_

Gross dollar amount of work under contract: \_\_\_\_\_

Gross dollar amount of contracts not completed: \_\_\_\_\_

Type of work generally performed by Contractor: \_\_\_\_\_

Provide list of five similar, major projects completed by the Contractor within the last ten years and the gross dollar amount of each project.

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

Provide a list of five major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others.

EQUIPMENT DESCRIPTION	OWNERSHIP
1. _____ _____	<input type="checkbox"/> Contractor <input type="checkbox"/> Lease/Rent
2. _____ _____	<input type="checkbox"/> Contractor <input type="checkbox"/> Lease/Rent
3. _____ _____	<input type="checkbox"/> Contractor <input type="checkbox"/> Lease/Rent
4. _____ _____	<input type="checkbox"/> Contractor <input type="checkbox"/> Lease/Rent
5. _____ _____	<input type="checkbox"/> Contractor <input type="checkbox"/> Lease/Rent

**BANK REFERENCES:**

BANK	ADDRESS	CONTACT NAME	PHONE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

How many general superintendents or other responsible employees in a supervisory position do you have at this time and how long have they been with the Contractor?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Have you changed bonding companies within the last three years? Yes No

If so, why? (optional)

Have you ever sued or been sued in reference to a public works contract by a special district, municipality, county, or state government? Yes No

If so, name the agencies and reasons therefore: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Disposition of case, if settled: \_\_\_\_\_

\_\_\_\_\_

UNIFIED BUSINESS IDENTIFICATION (UBI) NO. \_\_\_\_\_

INDUSTRIAL INSURANCE ACCOUNT NO. \_\_\_\_\_

EMPLOYMENT SECURITY DEPARTMENT NO. \_\_\_\_\_

STATE EXCISE TAX REGISTRATION NO. \_\_\_\_\_

DEPARTMENT OF LABOR AND INDUSTRIES PREVAILING WAGE TRAINING COMPLETE? Yes No

**MUST ACCOMPANY BID**





**AFFIDAVIT**

Page 1 of 2

State of )  
 ) ss  
County of )

The Bidder, being first duly sworn on oath says that the bid herewith submitted will be conditioned by the following:

A. BID: The Bidder agrees to perform the Work in compliance with the Contract Documents, for the prices stated in the Bid Form and Special Provisions.

B. ANTI DISCRIMINATION STATEMENT: 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.

C. NON-COLLUSION: The Bidder, by signing and having the Bid Form notarized, swears, deposes and says that the Bidder 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 Owner for consideration in the award of a contract on the improvement described in the Bid Documents.

**AFFIDAVIT**

Page 2 of 2

BIDDER: \_\_\_\_\_  
Business Name Telephone Number

\_\_\_\_\_  
Business Address (Street) (City) (State) (Zip Code)

State of Washington Contractor Registration No: \_\_\_\_\_

City of Sammamish Business License No: \_\_\_\_\_  
(Must be obtained prior to Notice to Proceed)

**Receipt is hereby acknowledged of Addenda No(s): \_\_\_\_\_ through \_\_\_\_\_**

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:

\_\_\_\_\_  
Signature Printed Name Title

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, on oath stated that the party is authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington

(Notary Seal)

residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_, 20\_\_\_\_.

**MUST ACCOMPANY BID**





**PROPOSAL FORM  
ON-CALL TRAFFIC CONTROL AND FLAGGING SERVICES  
CITY OF SAMMAMISH**

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

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

Street

\_\_\_\_\_ City

\_\_\_\_\_ State

\_\_\_\_\_ ZIP Code

TO: **City of Sammamish**  
ADDRESS: **801 228<sup>th</sup> Ave SE**  
**Sammamish, WA 98075**

PROJECT: **On-Call Traffic Control and Flagging Services**

Pursuant to and in compliance with your invitation for bids and the Instructions to Bidders and other documents relating thereto, the undersigned has carefully examined the drawings and specifications, as well as the premises and conditions affecting the work, and hereby proposes to furnish all labor and materials and to perform all work as required for construction of the improvements in strict accordance with the contract documents and specifications for the amounts shown in Schedule A.

Bidder's Declaration and Understanding

If the undersigned is notified for the acceptance of this bid within forty-five (45) calendar days of the time set for the opening of bids, the undersigned agrees to execute a contract for the above work bid in the form of the contract bound in these specifications and to provide a surety bond as required by the specifications.

\_\_\_\_\_  
Name of Bidder

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

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



**BID SCHEDULE  
ON-CALL TRAFFIC CONTROL AND FLAGGING SERVICES  
CITY OF SAMMAMISH**

Note: Unit prices for all items, all extensions, and the total amount of bid, shall be in legible figures (not words) written in ink or type.

The contractor agrees to perform on-call traffic control services according to the following rate schedule, so long as the hourly rate is not less than the prevailing wage rate. Additional services shall be pre-authorized by the City.

**SCHEDULE A**

Item #	Description	UNIT	Cost
1	Traffic Control Supervisor	HR	\$
2	Traffic Control Supervisor Sundays and Public Holidays	HR	\$
3	Flagger	HR	\$
4	Flagger Sunday and Public Holidays	HR	\$



## CONTRACT REQUIREMENTS

TO BE FILED PRIOR TO ANY PAYMENTS TO CONTRACTOR

Intent to Pay Prevailing Wage (Contractor generates)  
Department of Labor/Industries  
Employment Standards Division  
General Administration Building  
Olympia, Washington 98504  
(360) 956-5335

All contractors and sub-contractors are required to file the Intent form. State approval of the Notice of Intents is required prior to the release of any payments. RCW 39.12 and WAC 296-127

## CONTRACT CLOSEOUT REQUIREMENTS

THESE DOCUMENTS ARE REQUIRED TO BE ON FILE WITH THE CITY PRIOR TO RELEASE OF RETAINAGE:

1. Notice of Completion of Public Works Contract (City generates to State Agencies after acceptance of contract.)

Department of Revenue  
Excise Tax Division  
Olympia, Washington 98504

And

Department of Labor and Industries

And

Employment Security Department

2. Affidavit of Wages Paid (Contractor generates)  
Approved by the Department of Labor and Industries

3. Certificate of Release - (Letter from State Agencies to City)

**Department of Revenue** - Certification of State Excise Tax Paid by Public Works Contractor.

**Washington State Employment Security Department** - Certification of Payment of Contributions, Penalties and Interest on Public Works Contract.

**Department of Labor and Industries** - Certificate of the States Lien on Public Works Contracts.

4. Receipt for Payment in full or Release of Lien signed by Lien Claimant and filed with City

(Responsibility of Contractor to obtain)

Claims against retainage or Payment Bond filed with City by any such subcontractor, workman, or material supplier.



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

**PURCHASED SERVICE CONTRACT**

	YES	NO
Prevailing Wage Required		
Unit Priced Contract		

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

Contractor Name: (the "Contractor")

Project Name:

Commencing:

Terminating:

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

**RECITALS**

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

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

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

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

**1. Scope of Work to be Accomplished.** The Contractor shall perform the services described in Exhibit "A" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans, specifications, or Scope of Work. Contractor shall perform all services diligently and completely and in accordance with professional standards of conduct and performance and shall comply with all federal, state and local laws and regulations applicable to the performance of such services.

**2. Contract Documents.** The Contract consists of the following documents, which are all incorporated by reference.

- a) This Agreement and all Exhibits attached thereto;
- b) The request for Proposal, Invitation to Bid, or other City-issued request for project submittals
- c) The submitted project quote, bid or proposal

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

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

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

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

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

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

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

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

**4. Warranties/Guaranty.**

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

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



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

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

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

**5. Change Orders.** Changes to the Scope of Work to be performed, or the amount of the Contract sum, or in the time for completion of the Work, shall be accomplished only by a written amendment, signed by the Contractor and the City, in advance of the proposed change. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the executed amendment.

**6. Insurance**

**Indemnification / Hold Harmless**

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

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**A. Insurance Term**

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

**B. No Limitation**

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

**C. Minimum Scope of Insurance**

The Contractor's required insurance shall be of the types and coverage as stated below:

- 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's

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

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

**D. Minimum Amounts of Insurance**

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

**E. City Full Availability of Contractor Limits**

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

**F. Other Insurance Provision**

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

**G. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

**H. Verification of Coverage**

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

**I. Subcontractors' Insurance**

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained

by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

**J. Notice of Cancellation**

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

**K. Failure to Maintain Insurance**

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

**7. Prevailing Wage**

7.1 The work under the Contract may be subject to the prevailing wage requirements of [Chapter 39.12 RCW](#), as amended or supplemented. If this Contract is subject to prevailing wage requirements, the Contractor agrees that all laborers, workers or mechanics employed by it or by any subcontractor in the Work of this Contract will be paid not less than the prevailing rate of wage for an hour's work in accordance with the provisions of [Chapter 39.12 RCW](#) and all such rules and regulations as may be promulgated thereto by the Washington Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

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

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

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

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

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

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

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

**11. Termination.**

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

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

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

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

**12. Duration.** This is a two (2) year contract. Upon mutual agreement between the contractor and the City, the contract may be renewed for two (2) additional 1-year terms, either combined or individually.

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

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

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

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

- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
- a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**(Appendix E – Title VI Assurances)**

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

**Pertinent Non-Discrimination Authorities:**

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

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

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

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

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

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

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

**20. Modification.** No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

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

**22. Records Keeping & Reporting.**

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

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

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

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

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

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

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

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

Project Manager:  
 Email:

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

Company Name:  
 Contact Name:  
 Street Address:  
  
 Phone Number:  
 Cell Number:  
 Email:

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

**CITY OF SAMMAMISH, WASHINGTON**

\_\_\_\_\_  
**By (Print Name):**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

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

**COMPANY:**

\_\_\_\_\_  
**By (Print Name):**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

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

For Office Use Only

Received by:

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

\_\_\_\_\_  
Date

Received by:

\_\_\_\_\_  
Contract Administrator

\_\_\_\_\_  
Date

**BARS #**





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801 228<sup>th</sup> Avenue SE • Sammamish, WA 98075  
Phone: 425-295-0500 • Fax: 425-295-0600  
[www.sammamish.us](http://www.sammamish.us)

**EXHIBIT A**  
**Scope of Work**

SAMPLE