

INSTRUCTIONS TO BIDDERS
PROJECT NAME
Q #

1. Submit your offer by one of the following methods on or before 2:00 p.m. (date).

City of Lynnwood Purchasing Division
Hand Deliver: 6204 215th Street SW, Mountlake Terrace, WA 98043;
Mail: PO Box 5008, Lynnwood, WA 98046-5008; or
Fax: (425) 778-5632

If you desire to fax your bid in, the City recommends that you submit your FAX by 10:00 a.m. This will assure timely submittal, and will reduce risks associated with FAX transmission (i.e. jammed phone lines, failure to transmit, etc.). FAX bids will be received until 2:00 p.m. on the due date (or otherwise at the sole discretion of the Purchasing Manager), however the 10:00 a.m. submittal is recommended to assure your timely submittal. Such submittals remain confidential and secured and no information about those submittals will be released until the public information of the quote is otherwise available. Contractors are encouraged to confirm that Fax transmissions are successfully received by the City, as documents that are not readable to the City may be considered non-responsive.

Contractors mailing submittals should allow normal mail delivery time to ensure timely receipt by the City. Contractors assume the risk for the method of delivery chosen. The City assumes no responsibility for delays caused by delivery.

2. All Quotations shall be submitted on the offer form furnished by the City.
3. All communications regarding this Quotation must be directed to the City Buyer:
Mayvis Schwab, City Buyer
PO Box 5008, Lynnwood, WA 98046-5008
Phone: 425-670-6631
Fax: 425-778-5632
E-Mail: mschwab@ci.lynnwood.wa.us

Unless authorized by the City Buyer, no other City official or employee can speak for the City regarding this Quote. The City is not bound by information, clarification, or interpretations from other City officials or employees. Submitters should not contact City officials or employees, other than the City Buyer. Failure to observe this requirement may be grounds for rejection of the Contractor's Quote.

4. The successful contractor must obtain a City of Lynnwood business license following award
5. Award information can be obtained by visiting our Web Site at www.ci.lynnwood.wa.us or by contacting the buyer.
6. **NON-COLLUSION:** Submittal of an offer swears that the offer is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Contractor has not induced or solicited others to submit a sham offer, or to refrain from proposing.

INSTRUCTIONS TO BIDDERS (continued)
PROJECT NAME
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7. **NON-SEGREGATED FACILITIES:** Contractor agrees that the company does not maintain or provide for employees any segregated facilities, and that the Contractor does not allow employees to perform services at any such facility. Contractors agree that a breach of this shall constitute a contract violation.
8. **CORPORATE PRINCIPAL:** Offers shall be signed by an individual who is named in the business to have such authority, according to the business governing body and by-laws.
9. **BONDS AND RETAINAGE:** The Contractor agrees to obtain Payment and Performance Bonds in accordance with this contract and all attachments incorporated herein; PROVIDED that on contracts of twenty-five thousand dollars or less, at the option of the Contractor, the City may, in lieu of such Bonds, retain fifty percent of the Contract Sum for a period of forty five days after date of final acceptance of the Project by the City, or until receipt by the City of all necessary releases from the Washington State Department of Revenue and Department of Labor and Industries, and settlement of any liens filed against the Project, whichever is later.
RCW 60.28.011 states that public improvement contracts shall provide, and public bodies shall reserve, a contract retainage not to exceed five percent of the moneys earned by the contractor as a trust fund for the protection and payment of:
 - (a) The claims of any person arising under the contract; and,
 - (b) The state with respect to taxes imposed pursuant to Title 82 RCW, which may be due from such contractor.

The moneys reserved under the provisions of a public improvement contract, at the option of the contractor shall be:

- (a) Retained in a fund by the public body; or,
- (b) Deposited by a public body in an interest bearing account in a bank, mutual savings bank, or savings and loan association. Interest on moneys reserved by a public body under the provision of a public improvement contract shall be paid to the contractor; or
- (c) Placed in escrow with a bank or trust company by the public body. When the moneys reserved are placed in escrow, the public body shall issue a check representing the sum of moneys reserved payable to the bank or trust company and the contractor jointly. This check shall be converted into bonds and securities chosen by the contractor and approved by the public body and the bonds and securities shall be held in escrow. Interest on the bonds and securities shall be paid the contractor as the interest accrues.
- (d) Bond in lieu of retainage in a form acceptable to the public body.

Retained funds are to be held until released by the City's disbursing officer upon compliance with all other City, State and Federal requirements.

The moneys deposited in this account may be used by the bank to purchase as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by the City. Below is a list of such bonds or other securities approved by the City.

- (a) Bills, certificates, notes, or bonds of the United States
- (b) Other obligations of the United States or its agencies
- (c) Obligations of any corporation wholly owned by the government of the United States
- (d) Indebtedness of the Federal National Mortgage Association
- (e) Time deposits in commercial banks
- (f) Money market deposits in commercial banks

INSTRUCTIONS TO BIDDERS (continued)
PROJECT NAME
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The Contractor, subject to express written approval of the City, may select other bonds or securities, except stocks. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the City as provided in paragraph two (2) of this Agreement.

10. **SIGNATURES:** An Offer submitted by a corporation shall be signed and sealed by the legally authorized officers of said corporation. If awarded the contract, the contract shall also be so executed. If a proposal or contract is signed by an agent, he shall furnish satisfactory evidence of his authority to sign as the legal representative of the bidder. An authorized partner of a co-partnership may sign the contract, subject to the approval of the attorney, who may at his discretion, require each and every member of the co-partnership to sign the contract.
11. **RIGHT TO REJECT BIDS:** The City reserves the right to reject any or all bids, waive technicalities or irregularities, and to accept any bid if such action is believed to be in the best interest of the City.
12. **RESPONSIBLE BIDDERS:** The City shall consider only responsible contractors. The following will be used to evaluate contractor responsibility. Responsible contractors are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The City may also consider references and quality to determine responsibility. No Offer shall be submitted by any Contractor if any owner has been convicted within the past ten years of a crime that impugns honest or integrity, or if the contractor has unsatisfied tax or judgment liens. Contractors must have the specified insurance by the time of award, must have a Contractors license if appropriate to the work at the time of bid submittal, and must indicate satisfactory business experience. Other factors such as delivery, materials, quality, equipment and other factors not named may also be considered to determine responsibility, in accordance with City ordinance. The City reserves the right to use any information, whether supplied through the Offer or otherwise obtained, in determining responsibility.
13. **INTERPRETATION OF BID AND PURCHASE DOCUMENTS:** No oral interpretations will be made to any Bidder as to the meaning of the Bid or contract documents; and any oral communication is not binding upon the City. Requests for an interpretation shall be made in writing to the Buyer (PO Box 5008, Lynnwood, WA 98046-5008) at least 5 days prior to the bid due date. Any interpretation deemed necessary by the City will be in the form of an addendum to the Bid documents and when issued will be sent as promptly as practical to all parties to whom the Bid documents have been issued. All such addenda shall become part of the quotation package.
14. **INCURRED COSTS:** The City will not be liable in any way for any costs incurred by respondents in replying to this request.
15. **WITHDRAWAL OF OFFER:** Bidders may withdraw Offers before the offer deadline.
16. **ALTERATION OF OFFER:** An Offer already turned into the City may be changed by requesting a change in writing, if it is received before the Offer deadline. Changes would need to be signed by the person authorized to submit Offers on behalf of the firm.

INSTRUCTIONS TO BIDDERS (continued)
PROJECT NAME
Q #

17. **BUSINESS LICENSE:** Contractors awarded a City contract are responsible for compliance with LMC 5.06.01B and 5.06.04B regarding possession of a City of Lynnwood business license. Contractors may call the City (425-670-6621) for more information about obtaining a City business license.
18. **ADDENDA:** If the City issues an amendment to these instructions, you must acknowledge that on your Offer sheet so we know you have received and considered that amendment when you sent in your Offer. If you do not indicate receipt of Addenda, the City will assume that you have received, considered and Bid with all addenda known, OR the City Purchasing Manager may reject the Bid.
19. **NONRESPONSIVE OFFER:** Any Offer that does not comply with these instruction, is not signed, supplements or deviates from the specifications herein, or has an incomplete Offer, may be declared non-responsive by the City Purchasing Manager.
20. **ALL OR NONE BIDS:** “All or none” Bids are required. No exceptions or alteration will be accepted.
21. **BID AWARD:** The City shall award to the lowest responsive and responsible bidder.
22. **EXAMINATION OF BID AND CONTRACT DOCUMENTS, SITE AND SITE CONDITIONS:** The submission of an Offer constitutes acknowledgement upon which the City may rely, that the Bidder thoroughly examined and is familiar with the Bid, specifications and contract documents, is familiar with appropriate worksites, reviewed and inspected all applicable statutes, regulations, ordinances and resolutions dealing with or related to the work and services to be provided, and received and considered all Addenda. Failure or neglect of a Bidder to examine such documents work site(s), statutes, regulations, ordinances, or resolutions shall in no way relieve the Bidder from any obligations with respect to the Bidder’s offer or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, work site(s), specifications, delivery requirements, statutes, regulations, ordinances or resolutions. A signed contract furnished to the successful Offeror results in a binding contract without further action by either party.
23. **BID PRICE:** The Offer provided on the Offer Sheet shall include everything necessary for the prosecution and completion of the contract including, but not limited to, furnishing all materials, equipment, tools, and other facilities and all management, superintendent’s labor and service, except as may be provided otherwise in the contract documents. In the event of a discrepancy between the unit price and the total price, the unit price will govern and the total price will be adjusted accordingly. Prospective Bidders should indicate in their Bid the address to which payment should be mailed, if such address is different than that shown for the Bid.
24. **NEW OR USED:** It is determined that by submission of this Offer, the Contractor states that any equipment utilized are of new manufacture, unless otherwise specifically stated or called for in the Bid.
25. **ERRORS AND OMISSIONS:** The City will not consider a claim of an error in an Offer unless the claim is presented in writing within 24 hours after the Bids are opened. Additional, the Bidders claiming error must present supporting evidence, including but not limited to cost breakdown sheets, no later than 48 hours after the Offers are opened.

INSTRUCTIONS TO BIDDERS (continued)
PROJECT NAME
Q #

26. **GIFTS AND GRATITUDES:** The Contractor and the City must comply with the Terms and Condition stated in the contract document attached, prior to and throughout the bid, award and contract process.
27. **PUBLIC INFORMATION:** All bids are public information once quotations are tabulated and posted for public information.
28. **PROTESTS:** A protest procedure is available to Bidders who submitted a quote. Interested Bidders may submit protest to conditions that are stated in this document, if protested no later than 3 complete business days prior to Bid submission deadline. Following that date, Bidders that have not indicated a formal protest to the conditions, terms, decisions or approach shall waive their right to protest such issues. Following notice of the apparent successful Bidder, Bidders are allowed three (3) business days to file a protest of the acquisition with the City Purchasing Manager. Such protests may be regarding issues of award, but all issues regarding the specifications, structure, term or conditions, or anything described herein, must have been previously filed as described above. After the three- (3) business day period, Bidders waive the right to protest, and the City will proceed immediately to award. Bidders protesting must provide a written and signed statement by the protesting party. The protest must state the grounds for the protest with the specific and complete statements of the action(s) being protested. A description of the relief or corrective action being requested must also be stated. Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination, or conflict of interest on the part of the City;
- Errors in computing score;
- Non-compliance with procedures on the part of the City.

Upon receipt of protest, the City will hold a protest review. All available facts will be considered and the City will issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event that protest may affect the interest of another Bidder who submitted a Bid, such Bidders will be given an opportunity to submit its view and any relevant information on the protest to the City Purchasing Manager.

The final determination of the protest shall either:

- Find the protest lacking in merit and uphold the City's action; or
- Find only technical or harmless errors in the City acquisition process and determine the City to be in substantial compliance and therefore reject the protest; or
- Find merit in the protest and provide the City options for correction including correcting the errors and re-evaluating the Bids, and/or reissuing the solicitation to being a new process; or make other findings and determine other courses of action as appropriate.

If the City determines that the Protest is without merit, the City will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will take place.

TIMELINES AND SCHEDULES
PROJECT NAME
Q #

Timelines and schedules: These are estimated, although not guaranteed by the City, and are provided for background information.

Issue the Quotation	, 2001
Mandatory Walk-Through	
Optional Site Visit	Contractor's Discretion and Convenience
Last day on which questions can be submitted regarding the project	
Quotation Due Date	, 2001
City Evaluation/Review	, 2001
Start Date	Within ten (10) days after execution of the contract and the issuance by the City of Lynnwood official Notice To Proceed letter
Period of Validity of Quotation	Submittal of an Offer certifies that the Contractor Offer remains valid until the City completes an award and enters a contract with a winning vendor.

STATEMENT OF WORK

Project Name

Q

The City of Lynnwood desires to have work performed for the City Of Lynnwood (? Department). The work to be performed consists of the following additional special requirements:

1. Engineer's estimate is approximately
2. All traffic control measures shall be the responsibility of the Contractor. The contractor shall submit a traffic control plan for approval by the Traffic Engineer for any operations requiring the disruption of the traveled way of City streets.
3. Contractor shall provide temporary barricades around hazardous area, as required, to assure the safety of the public and those associated with the Work. Remove upon completion of the Work.
4. Any completed work, which is damaged by Contractor operations, shall be repaired at no expense to the City.
5. Contractor shall keep storm sewers and all other areas free of extraneous debris.
6. All equipment furnished and/or installed under this contract shall meet all safety requirements of all applicable codes. Contractor shall provide employees protective goggles, clothing, shoes or boots, gloves and respiratory protection sufficient to protect personnel against pathogenic micro-organisms and bacterial hazards, whenever applicable.
7. Awarded Contractor shall be responsible for obtaining all necessary permits and or licenses. Permits issued by the City of Lynnwood will be at no cost to the Contractor.

**INTRODUCTION TO THE
SPECIAL PROVISIONS**

Project Name

Q #

Standard Specifications and Plans

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2000 English edition, including the Section 1-99 APWA Supplement, as amended, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter the "Standard Specifications").

The Standard Specifications, as modified or supplemented by these General Provisions and Special Provisions, shall govern all of the Work. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should be interpreted that the balance of the section does not apply.

The Contractor shall obtain copies of these publications, at Contractor's own expense.

GENERAL PROVISIONS
Small Works

These general provisions are hereby a part of the conditions agreed to by the Contractor upon Offer.

1. **Notice Of Award**: Notice of award shall have been deemed to have been given when the City Council authorizes the Contract award. If no such authorization is required, the notice of award shall be when the Purchase Order and/or Contract, addressed to the successful Bidder at the address shown in the bid, is deposited in the Post Office in Lynnwood, Washington, unless otherwise noted. Also see Article 1-03.2 of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.
2. **Acceptance of Award**: If any purchase by the City is accepted, or the awarded vendor otherwise begins work, the winning vendor is deemed to have agreed to all these Terms and Conditions, Contracts, ITB, RFQ or RFP, Specifications, Scope Of Work and all other related documents. If such work is accepted by the awarded vendor prior to the City receiving a signed contract, the City shall still regard the contract terms and related documents to be in force. Also see Article 1-03.2 of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.
3. **Bond Requirement**: Payment and Performance Bonds, when required, will be made in accordance with the forms prepared by the City Council. Also see Article 1-03.4 of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.
4. **Contract Documents**: The Contract, Special Provisions, Scope Of Work, Plans, Bid Response (including Manufacturers’ Specifications, City Specifications, and Bid Offer Form), Addenda, and General Terms and Conditions, and Purchase Order shall be a part of and constitute the contract entered into by the City, and the successful Bidder. In the event there is discrepancy between any of the foregoing contract documents, the above order of documents governs so that the former prevails over the latter. Also see Article 1-04.2 of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.
5. **Change Orders**: Except as hereafter specifically provided, change orders for materials or services are only effective if issued and authorized in writing by the Purchasing Manager or her designee. The City reserves the right to add or delete items, agencies or locations, as determined to be in the best interest of the City. Added items, agencies or locations will be related to those on contract, and additions or deletions will be by mutual agreement, and with prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the Purchasing Manager or Buyer. Change orders for

material or services will be without effect unless issued and authorized in writing by the Purchasing Manager or her designee. Also see Article 1-04.4 of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.

6. **Payments:** The Contractor shall be paid, upon submission of proper invoices, prices stipulated herein for services performed (less deductions, if any), as herein provided. All accounts are paid according to RCW 39.76.020, Section 4C, payment procedures as follows: The City Council approves payments on the second Monday of each month. Payments will be mailed twice a month, according to the current City of Lynnwood payable schedule. Also see Article 1-09.9 of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.
7. **Contractor Clean-Up:** All debris resulting from the contractor’s work, delivery or installation of equipment shall be disposed of entirely by the contractor in an efficient and expeditious manner as required and directed by the Public Works Director or his designee. Also see Article 1-04.11 of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.
8. **Approvals:** Materials purchased are subject to the approval of the City of Lynnwood and if rejected are held subject to the Vendor’s risk and expenses incurred for its return as approved by the Purchasing Manager. Also see Article 1-06.1 of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.
9. **Warranties:** The Vendor warrants that items furnished conform to its description and any applicable specifications, shall be of good quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by Vendor to the Purchaser. The Bidder will submit in writing and detail, the warrantee covering said item(s). Also see Article 1-05.10 of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.
10. **Guarantee:** The Contractor hereby guarantees that all of the work, materials or equipment furnished by him/her under this agreement will fully meet all requirements for quality of workmanship, materials, strength and any and all other requirements of the specifications. Also see Article 1-05.10 of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.
11. **Inspection and Acceptance:** The work performed under this contract will be monitored and inspected by the Public Works Director or his designee, and will be accepted by the same. Also see Article 1-05.1 of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.

12. **Alteration/Extra Work:** No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of any order will be effective without prior written consent of City Purchasing Manager. Any extra work (furnishing of materials or equipment and/or the doing of unforeseen work whenever it is deemed necessary or desirable in order to complete fully the work contemplated) shall be performed as directed or agreed upon and will be paid for at unit prices, approved rates or upon a mutually agreed upon lump sum stipulated in the written order authorizing the work. Performance of extra work without prior expressed written consent of the Purchasing Manager or her designee shall be at the Contractor's sole expense. Also see Article 1-04.4 of "Standard Specifications for Road, Bridge and Municipal Construction, 2000" as published by WSDOT including the APWA Division 1 supplement.
13. **OSHA/WISHA:** The Contractor agrees to comply with the conditions of the Federal Occupational Safety and Health Act of 1970, the Washington Industrial Safety and Health Act of 1970, and the standards and regulations issued thereunder, and certifies that all items furnished and purchased under the order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless Purchaser from damages assessed against Purchaser as a result of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply. Also see Article 1-07 of "Standard Specifications for Road, Bridge and Municipal Construction, 2000" as published by WSDOT including the APWA Division 1 supplement.
14. **Compliance With Laws:** Contractor shall comply with all applicable federal, state and local laws, rules, and regulations affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the Contractor for any of the above reasons. Also see Article 1-07.1 of "Standard Specifications for Road, Bridge and Municipal Construction, 2000" as published by WSDOT including the APWA Division 1 supplement.
15. **Federal Endangered Species Act:** Contractor is responsible for compliance with the Federal Endangered Species Act ("ESA") in the means and methods for performance of the contract work. The City of Lynnwood has a strict Environmental Assessment Policy that all Contractors are required to know and comply with. This policy shall be a condition of bidding and performing work. The Contractor is required to read the attached City Policy on Compliance with the ESA and comply with take avoidance "measures" numbered 1. and 2. on pages 4. and 5.
16. **Licenses, Permits, And Taxes:** The Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Also see Article 1-07.6 of "Standard Specifications for Road, Bridge and Municipal Construction, 2000" as published by WSDOT including the APWA Division 1 supplement.

17. **Safety Measures:** All work under this Contract shall be performed in a safe manner. The Contractor and all subcontractors shall observe all rules and regulations of the Washington State Department of Labor and Industries, rules and regulations of OSHA, WISHA, or any other jurisdiction, and all other applicable safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

The Contractor shall exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. All exposed moving parts of equipment capable of inflicting injury by accidental contact shall be protected with sturdy removable guards in accordance with applicable safety regulations. Also see Article 1-07.8 of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.

18. **Taxes:** Include Washington State Sales and Local tax where applicable, as a separate item on the invoice. Exclude Federal Excise Tax and supply exemption certificate when necessary. Also see Article 1-07.2 of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.

19. **Worker’s Benefits:** The Contractor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. If any payment required by Title 50 or Title 51 is not made when due, the City may retain such payments from any money due the Contractor and pay the same into the appropriate fund.

After Final Completion of all Work on the project, the Contractor shall submit a “Request for Release” to the Washington State Department of Labor and Industries on the form they provide. The “Request for Release” form of the Department of Labor and Industries is also for the purpose of obtaining a release with respect to the payments of industrial insurance and medical aid premiums. Also see Article 1-07.9 of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.

20. **Equal Opportunity:** “The Equal Opportunity Clause” in Section 301 of Executive Order 10925 as amended, and the implementing Rules and Regulations, are herein incorporated by reference. Also see Article 1-07.11 of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.

21. **Nondiscrimination:** In all hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following:

employment, advertising, layoff or termination, rates, pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap. Also see Article 1-07.11 of "Standard Specifications for Road, Bridge and Municipal Construction, 2000" as published by WSDOT including the APWA Division 1 supplement.

22. **Contractor Responsible For Work:** The Contractor shall be responsible for all work until its acceptance by the Owner and he will not be released from responsibility for any part of the work until one (1) year after it has been accepted. Also see Section 1-05.10 (1) of the Special Provisions.
23. **Dust and/or Mud Control:** The Contractor shall furnish all labor, equipment, and means required and shall carry out protective measures wherever and so often as necessary to prevent his operations from producing dust and/or mud in amounts damaging to property or causing nuisance. The Contractor shall be responsible for any damage resulting from dust or mud originating from his operations. The dust and mud abatement measures shall be continued until all required resurfacing is complete or until the Contractor has completed arrangements with the proper authorities whereby he is relieved of further responsibility. All cost to control dust and/or mud shall be considered incidental to construction, no further compensation shall be made. Also see Article 1-07.23 (1) of "Standard Specifications for Road, Bridge and Municipal Construction, 2000" as published by WSDOT including the APWA Division 1 supplement.
24. **Contractor's Liability and Property Damage Insurance:** The Contractor shall not commence Work under this Contract until the Contractor has furnished evidence (in duplicate copy) of all policies of insurance required hereunder, and such insurance has been approved by the City; nor shall the contractor allow any subcontractor to commence Work on its subcontract until the same insurance requirements have been complied with by such subcontractor. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor for any damages arising from Contractor's performance of the Work.

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability, and Automobile Liability Insurance, as detailed herein, to protect the City and the Contractor from and against all claims, damages, losses and expenses arising out of or resulting from the performance of these services that are detailed herein, with insurance companies or through sources approved by the State Insurance Commissioner pursuant to RCW Chapter 48. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for

property damages which may arise from any act or omission of the Contractor or the subcontractor, or by anyone directly or indirectly involved or employed by either of them.

The insurance policies shall include the City as Additional Named Insured on a Primary Basis, and shall include others if required by the Contract documents. All insurance policies shall be endorsed to provide that no policy shall be cancelled, changed or reduced in coverage, until after thirty (30) days prior written notice has been delivered to the City through certified mail. **Exceptions to this endorsement on the Named Insured must be approved by the Project Manager or Purchasing Manager.**

A Certificate of Insurance including the Additional Named Insured Endorsement, shall be filed with the City after award, but prior to execution of the contract, for a primary policy of commercial general liability insurance and automobile liability insurance, meeting the requirements set forth herein.

The Certificate of Insurance (ACCORD Form 25-S) shall be amended as follows: The cancellation clause shall be revised to read: **Exceptions to this requirement must be approved by the Project Manager or Purchasing Manager.**

Should any of the above described policies be cancelled, changed or reduced in coverage, before the expiration date, the issue company will mail 30 day written notice to the certificate holder named at the left using certified mail.

This Certificate shall be subject to approval by the City as to company, terms and coverage. Failure of the contractor to fully comply with the requirements set forth herein regarding insurance shall be considered a material breach of contract and shall be cause of immediate termination of the Contract and of any and all obligations regarding the same.

Approval of the insurance, by the City, shall not relieve or decrease the liability of the Contractor for any damages arising from Contractor's performance of the Work.

Insurance shall provide, at a minimum, the types of insurance coverage, liability limits and endorsements as set forth below and shall be included in all applicable policies and on the Certificate of Insurance. The insurance coverage's listed below shall protect the Contractor and the City from claims for damages of bodily injury, including death resulting therefrom, as well as claims for property damage, which may arise from operations under this Contract, whether such operation be by itself or by any subcontractor or by anyone directly employed by either of them, it being understood that it is the Contractor's obligation to enforce the requirements of this section in respect to any subcontractor employed for this project:

Commercial General Bodily injury and Property Damage Insurance shall include:

- Premises & Operations;
- Owners and Contractors Protective;
- Products Liability, including completed Operations Coverage;
- Contractual Liability;
- Broad Form Property Damage
- Commercial Form (to include Extended Bodily Injury)
- Employees as Additional Insured;
- Explosion, Collapse & Underground Hazard
- Independent Contractors
- Personal Injury
- Stop Gap
- Cross Liability Clause;

Automobile Bodily Injury and Property Damage Insurance shall be written with limits of liability as required by the Supplementary General Conditions, but shall in no case be for limits less than \$1,000,000 Combined Single Limit. Coverage shall include:

- All owned automobiles
- Non-Owned automobiles
- Hired Automobiles
- Any automobiles

Liability Limits:

General Liability (Commercial General Liability Insurance) shall be written with limits of liability of no less than \$1,000,000 combined single limits, per occurrence and \$2,000,000 in aggregate;

Automobile Liability with combined single limit of \$1,000,000;

Umbrella Liability Insurance shall be written on a following form basis with limits of in no case less than \$2,000,000; **HOWEVER**, \$5,000,000 Umbrella Liability insurance is required for contracts greater than \$500,000 in value, or for a stated construction time for completion that is greater than 120 days, or for contracts that require road way and/or trenching activity.

Bodily Injury Liability Insurance shall be written on an occurrence basis for bodily injury, sickness or disease, including death resulting therefrom.

Property Damage Liability Insurance shall be written on an occurrence basis for damage to or destruction of property, including the loss of use thereof, and shall not exclude Injury to, or destruction of, wires, conduits, pipes, mains, sewers or similar property or any apparatus in connection

therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during, the use of mechanical equipment for the purpose of excavating or drilling, or injury to or destruction of property at any time resulting therefrom.

Builders Risk Liability Insurance is required for all contracts that require new construction, for the full value of the structure, and with no more than \$10,000 deductible.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from operations under this Contract.

The coverage's provided by this policy are primary to any insurance maintained by the City.

The inclusion of more than one (1) insured under this policy shall not affect the rights of any insured as respects to any claims, suit or judgement made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one Insured been named.

There shall be included in the liability insurance contractual coverage sufficiently broad to insure the provisions of that Section herein entitled "Hold Harmless Clause".

In the event the Contractor is required to make corrections on the premises after the Project has been inspected and accepted, s/he shall obtain at his/her own expenses, and prior to commencement of any corrective work, full insurance coverage as specified herein. Also see Article 1-07.18 of "Standard Specifications for Road, Bridge and Municipal Construction, 2000" as published by WSDOT including the APWA Division 1 supplement.

25. **Gifts and Gratuities:** Businesses must not offer, nor City employees accept, gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with city business practices. It is also unlawful for anyone to offer another, to influence or cause them to refrain from submitting a bid. Contractors and City employees must strictly adhere to the statutes and ordinances for ethics in contracting and purchasing, including the City Ethics Code, RCW 42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract condition, bid practice, or at any activity related City business. Also see Article 1-07.19 of "Standard Specifications for Road,

Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.

26. **Personal Liability:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the City of Lynnwood be in any way liable or responsible for any covenant or agreement herein contained whether express or implied, nor for any statement of representation made herein or in any connection with this agreement. Also see Article 1-07.18 of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.
27. **Assignment:** Neither party to a Contract/Purchase Order may assign any portion of the agreement without the prior consent of the other party. Also see Article 1-08.2 of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.
28. **Construction Time Limit:** All of the work and materials contemplated to be included in this project shall be completed within the contract time as stated in the proposal herein. Contractor agrees to pursue completion of the project at all reasonable times and to discontinue only if delayed by inclement weather. In the event that Contractor shall fail to proceed with the contemplated work for more than seven (7) days, Contractor shall be deemed to have abandoned the project, and the City may elect to terminate the contract and thereafter proceed to complete the contract through its own forces or through an independent third party. In such event the Contractor herein shall be responsible for all expenses reasonable incurred by the City in completing the work. The Contractor will also be responsible for all legal, engineering or other costs caused by the Contractor’s abandonment, failure or refusal to complete the project within the time provided. Also see Article 1-08.5 and 1-08.10 of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.
29. **Delays and Extensions of Time:** The contractor herewith specifically waives claims for damages for any hindrance or delay, excepting unreasonable delays caused by the City. In Lieu thereof, the Contractor will be granted equitable extensions of time by the City under the following circumstances:

A delay caused the Contractor by any suit or other legal action against the City will entitle the Contractor to an equivalent extension of time, unless the period of such delay exceeds ninety (90) calendar days. When such period is exceeded, the City will, upon request of the Contractor, in writing, either negotiate a termination of the Contract or grant a further extension of time, whichever may at the time be in the best interests of the City.

Time lost due to inclement weather which could not have been anticipated by Contractor, subject to the approval of the City, will entitle the Contractor to an

extension equivalent to the total time lost, whether it be a single continuous period or the accumulated total of several periods, subject to the seven (7) working day limitations noted in #27 above.

If the volume of the specified work, measured in dollars, is increased over the total value shown in the Contractor's Proposal, at the time the award of the Contract is made, the Contractor will, if the City agrees, be granted an extension of time proportionately equal to the impact on the Contract Time caused by the increase in the total value.

Should other unforeseen conditions occur beyond the reasonable control of Contractor, or should performance of work under a Change Order make the work more complex or difficult than originally specified and shown on the Plans, and such work, in the Contractor's opinion, requires more time to execute than allowed by the Contract, the Contractor shall notify the City in writing prior to the performance of such work, setting forth in detail its estimate of the added time required for such work. The City will, if such estimate is approved, allow an equitable extension of time. Also see Article 1-08.8 of "Standard Specifications for Road, Bridge and Municipal Construction, 2000" as published by WSDOT including the APWA Division 1 supplement.

30. **Termination For Convenience:** The City may terminate this Contract, in whole or in part, at any time by written notice to the Contractor. The City shall give the Contractor thirty (30) days written notice of such action. Also see Article 1-08.10 (2) of "Standard Specifications for Road, Bridge and Municipal Construction, 2000" as published by WSDOT including the APWA Division 1 supplement.
31. **Termination for Breach:** A breach or a term or condition of the contract shall mean any one or more of the following: (1) Contractor fails to perform the services by the date required or by a later date as may be agreed to in a written amendment to the contract; (2) Contractor breaches any warranty or fails to perform or comply with any term or agreement in the contract; (3) Contractor makes any general assignment for the benefit of creditors; (4) in the City's sole opinion, Contractor becomes insolvent or in an unsound financial condition so as to endanger performance; (5) Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency, reorganization, or relief from creditors and/or debtors; (6) any receiver, trustee, or similar official is appointed for Contractor or any of the Contractor's property; (7) Contractor is determined to be in violation of federal, state or local laws or regulations and that such determination, in the City's sole opinion, renders the Contractor unable to perform any aspect of the contract. Also see Article 1-08.10 (1) of "Standard Specifications for Road, Bridge and Municipal Construction, 2000" as published by WSDOT including the APWA Division 1 supplement.
32. **Default:** A Contractor may be declared in default for failing to perform a contractual requirement or for a material breach of any term or condition. Also

see Article 1-08.10 (1) of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.

33. **Termination for Breach and/or Default:** Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Contractor, or of the Contractor’s suppliers or subcontractors, the City shall be entitled, by written or oral notice, to cancel and/or terminate this contract in its entirety or in part, for breach and/or for default of any of the terms and to have all other rights against the Contractor by reason of the Contractors breach, as provided by law. Also see Article 1-08.10 (1) of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.
34. **Opportunity to Cure Default:** In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the City may issue a written or oral notice of default and provide a period of time in which Contractor shall have the opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor’s liability for liquidated or other damages. The City is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely by the City. The City may terminate the contract for nonperformance, breach or default without allowing the opportunity to cure by the Contractor. Also see Article 1-08.10 (1) of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.
35. **Remedies for Cure of Default:** If the nonperformance, breach or default remains after Contractor has been provided the opportunity to cure, the City may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate this contract and any related contracts or portions thereof; (3) impose liquidated damages; (4) suspend contractor from receiving future invitations to bid. The City of Lynnwood may procure the articles or services from other sources and hold the Bidder responsible for any excess and expense occasioned thereby, including delay in time, whether foreseeable or unforeseeable. Also see Article 1-08.10 (1) of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.
36. **Additions or Deletions:** The City reserves the right to add or delete work from this contract, subject to appropriate adjustments to the contract price. Also see Article 1-04.4 of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.
37. **Invoices:** Invoices must be submitted in two copies, supported by a delivery ticket/receipt, and contain the following minimum information: (1) purchase order/contract number; (2) item number, quantity and description; (3) unit and extended prices; and (4) shipping charges when applicable. Mail invoices to:

Accounts Payable Dept., P.O. Box 5008, Lynnwood, WA 98046-5008.
Invoices without purchase order numbers will be returned unpaid. Also see Article 1-09.9 of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.

38. **Retainage:** A five- percent retainage will be held on this contract if applicable.
- A. Per RCW 60.28.050: “Upon final acceptance of a contract. the officer disbursing the payment shall notify the Department of Revenue of the completion of contracts over \$20,000. Such officer shall not make any payment until it has received from the Department of Revenue a certificate that all taxes, increases and penalties due from the contractor and all taxes due and to become due with respect to such contract have been paid in full.
 - B. Per RCW 60.28.011, requires the disbursing office must also observe a forty-five (45) day period from the date of semi-final acceptance, before the release of retainage to allow a reasonable period of public notification in order to place any liens or claims. The date of semi-final acceptance is the date the Council authorizes same.
 - C. It is the Contractor’s responsibility to see that all subcontractors comply with the above Progress payments will not be released until all subcontractors have complied.

If the Contractor wishes to set up an escrow account for retainage deposits, an escrow agreement must be submitted for review thirty (30) days prior to first deposit. Also see Article 1-09.9 (1) of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.

39. **Applicable Law And Forum:** Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising herefrom shall be brought in Snohomish County Superior Court, which forum shall have sole and exclusive jurisdiction and venue. Also see Article 1-01.3 of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.
40. **Dispute Resolution:** Should the parties be unable to resolve a dispute arising from the operation of this Agreement, the parties agree to submit the dispute to binding arbitration as provided by RCW 7.04 et. seq. The arbitrator shall be as selected by the parties or, if the parties are unable to agree, as appointed by the presiding Judge of Snohomish County; the prevailing party shall be awarded costs as a part of the decision of the arbitrator.

“Costs” shall include, without limiting the generality of such term, expense of investigation, engineering expense, expense of depositions, exhibits, witness fees, including reasonable expert witness fees and reasonable attorney’s fees. The obligation of payment under this clause shall be incorporated in any decision rendered in such action. Also see Article 1-09.11 and 1-09.13 (3) of “Standard Specifications for Road, Bridge and Municipal Construction, 2000” as published by WSDOT including the APWA Division 1 supplement.

41. **Force Majeure:** Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party’s performance of this contract is prevented by reason or force majeure, as determined by the City. The term “force majeure” means an occurrence beyond the control of the affected party and not avoidable by reasonable diligence. Force majeure includes acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. The City reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the City.
42. **Failure To Perform:** Failure of a Bidder to furnish the equipment, supplies, materials, and/or services from a bid which results in a contract award, may eliminate the Bidder from the active bidder’s mailing list for the products or services concerned, at the discretion of the City.
43. **Indemnification:** To the maximum extent permitted by law, the Contractor shall be liable for and shall hold the City harmless from all damages and injuries caused to persons or property arising out of the performance of this Contract. The Contractor agrees to assume the defense of the City and its officers and employees in all legal proceedings or claims with third parties connected with the contractor’s performance under this Contract, to pay all expenses, including reasonable attorney’s fees, incurred by the City directly or indirectly on account of such legal proceedings, and to satisfy any judgment rendered in connection therewith or to pay or reimburse the payment of any sums reasonable to settle such proceedings or claims.
44. **Patents, Trademarks And Copyrights:** The Vendor warrants that the items to be furnished do not infringe upon any patent, registered trademark or copyright, and agrees to hold Purchaser harmless in the event of any infringement or claim thereof.

45. **Liens/Title:** The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.
46. **Hazardous Chemicals:** The City of Lynnwood in compliance with WAC 296-62-054 through WAC 296-62-05425, requires each shipment of hazardous chemicals to be accompanied by a material safety data sheet.
47. **Hold Harmless:** The Contractor shall hold the City and its officers, agents and employees harmless from all costs, claims or liabilities of any nature including attorneys; fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent activities or omissions of the Contractor, its agents or employees pursuant to the Agreement, or on account of any unpaid wages or other remuneration for services; and if a suit as described above be filed, the Contractor shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement made requiring payment by the City, the Contractor shall pay the same.
48. **Ownership Of Documents:** All documents, data, drawings, specifications, software applications and other products or materials produced by the Contractor in connection with this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The Contractor shall preserve the confidentiality of all City documents and data accessed for use in Contractor's work product.
49. **Workers Right to Know:** The Department of Labor and Industries are required by law to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires (among other things) that all manufacturers/distributors of hazardous substances, including any of the items so listed on this RFP, RFQ, ITB or contract bid and subsequent award, must include with each delivery completed MSDS (Material Safety Data Sheets) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: (1) The identify of the hazardous material; (2) appropriate hazardous warnings; and (3) Name and address of the chemical manufacturer, importer or responsible party. Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement, unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.
50. **Emergency and Disasters:** The following shall be in effect during major emergencies or disasters when the City activates its Emergency Operations Center or otherwise provides verbal notice. Seller acknowledges that the City

is procuring such goods/services for the benefit of the public. Seller agrees, in support of public good purposes, to consider the City as the customer of first priority and shall make its best effort to provide the City requested goods/services in as timely a manner as practicable. Seller and the City agree that a major emergency or disaster includes, but is not limited to: storms, high winds, earthquakes, floods, hazardous material releases, transportation mishaps, loss of utilities, fires, terrorist activities or combinations of above. The seller understands and agrees to provide the City, upon City request, such goods/services at such time as the City determines. In the event the Seller is unable to meet the delivery requirements due to circumstances beyond the reasonable control of the Seller, Seller agrees to make such delivery as soon as practicable. If Seller is prevented from making delivery to the requested location due to circumstance beyond its reasonable control, Seller shall immediately assist the City in whatever reasonable manner to gain access to such goods/services. In the event Seller is unable to provide goods/services as requested by the City, the Seller may offer limited substitutions for City consideration and shall provide substitutions with prior approval from the City. Seller agrees to charge the City the price determined in this contract. If no price has been determined, it shall charge the City a price that is normally charged for such goods/services. In the event that the City request results in the Seller incurring unavoidable additional costs that cause the Seller to increase prices in order to obtain a fair rate of return, seller shall charge the City a price not to exceed the cost/profit formula found in the contract.

51. **Mutual Responsibility of Contractors:** If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.
52. **Compensation and Employee's Liability Insurance:** The Contractor shall maintain Workmen's Compensation Insurance as required by State statute for all of his/her employees to be engaged in work on the project under this contract. Should any work be subcontracted, the contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work. The Contractor's Labor and Industries account number shall be noted in the Proposal in the space provided.

In the event any class of employees engaged in work under this Contract at the site of the project is not covered under the Workmen's Compensation Insurance as required by the State statute, the contractor shall provide and shall cause each subcontractor to provide Employer's Liability Insurance with a

private insurance company for limits of at least \$100,000 each person and \$300,000 each accident and furnish satisfactory evidence of the same.

SAMPLE

City of Lynnwood
Contract # _____

THIS AGREEMENT made and entered into this _____ day of _____ 2001, between the City of Lynnwood, and _____ hereinafter called the Contractor.

Contract Title:
Contractor Name:
Business Name:
Business Address:
Business Phone:
Business Fax:

WITNESSETH: That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. The Contract shall do all work and furnish all tools, materials and equipment for the following named project:

In accordance with and as described in the attached plans and specifications, and the 2000 Standard Specifications of the Washington State Department of Transportation, English version, which are by this reference incorporated herein and made part hereof and, and shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, 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 these Contract Documents except those items mentioned therein to be furnished by the City of Lynnwood.

- II. The City of Lynnwood hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided in this contract.

- III. The Contractor for him/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required for the Contractor in the contract.

IV. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Authorized Official has caused this instrument to be executed by and in the name of the said City of Lynnwood the day and year first above written.

CITY OF LYNNWOOD

CONTRACTOR

Tina Roberts-Martinez

Title

Printed Name

Date

Title

Attest To:

Date

Mike Bailey, Finance Director

Date

ATTACHMENT
project
Q #

**ARTICLE 1-09.6, FORCE ACCOUNT,
as amended June 26, 2000 of the
“STANDARD SPECIFICATIONS FOR
ROAD, BRIDGE AND MUNICIPAL
CONSTRUCTION, 2000”
as published by WSDOT/APWA**

THREE (3) TOTAL PAGES

ATTACHMENT
project
Q #

FORCE ACCOUNT
REQUEST FOR PAYMENT SPREADSHEET

ONE (1) TOTAL PAGE

**ATTACHMENT
Q #**

**WASHINGTON STATE
PREVAILING WAGE RATES
FOR SNOHOMISH COUNTY**

SIX (6) TOTAL PAGES

QUOTATION WORKSHEET

Project Name

Q #

If this page and the total cost on the Quotation Page form do not match; the higher cost submitted will prevail.

Company Name

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN WITH THE QUOTATION

REQUEST FOR QUOTATION FORM

Project Name

Q # _____

Having carefully examined the General Provisions, Work Locations, Prevailing Wage Rates, the Statement and Scope of Work, and the Submittal Instructions, the undersigned proposes to perform all work in strict compliance with the above-named documents for the amount set forth below.

Note: Initial and Date any changes, erasures or cross-outs you make.

Sub Total (from worksheet) \$ _____

Washington State Sales Tax (8.6%) \$ _____

TOTAL OFFER \$ _____

(Please write out your Total Offer on the above line.)

FIRM NAME: _____ FID #: _____

FIRM'S LABOR AND INDUSTRIES ACCOUNT NUMBER: _____

FIRM ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE #: _____ FAX #: _____

E-MAIL ADDRESS: _____

SIGNED BY: _____

PLEASE PRINT NAME: _____

TITLE: _____ DATE: _____

NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND INCLUDED IN WITH THE QUOTATION IN ORDER TO QUALIFY YOUR OFFER.

****INITIAL HERE TO ACCEPT THAT YOUR OFFER CONSIDERS ANY ADDENDA: _____ #1 _____ #2 _____ #3

Project Name
Division/ Department
Name/Project Manager
Q#

Quotation Release Date **(date)**
Quotation Due Date **(date)**

Award:

Date _____

Vendor _____

Phone # _____

ATTACHMENT

**CITY POLICY ON COMPLIANCE WITH
THE ENDANGERED SPECIES ACT (ESA)**

SEVEN (7) TOTAL PAGES