



# Request for Bids (RFB)

## 24-19 Mercer Island Open Space Restoration 2024

### **BID SUBMISSION REQUIREMENTS:**

**Due by Wednesday, April 10th at 1:00 pm**

The bid submission must include the following items:

- Bid Submittal Cover Sheet
- Bidder's Qualification Certificate
- References Worksheet
- Bid Worksheet

**Mail:** City of Mercer Island, Public Works  
Attn: Lizzy Stone, Natural Resource Project Manager  
9601 SE 36<sup>th</sup> Street  
Mercer Island, WA 98040

**Email:** [bids@mercerisland.gov](mailto:bids@mercerisland.gov)

Bidders are required to confirm receipt of bid before submission deadline.

### **MANDATORY MEETING:**

A mandatory pre-bid meeting will be held remotely via Zoom:

**Thursday, March 28<sup>th</sup>, 2024 at 1:00 pm**

RSVP to the pre-bid meeting by emailing [lizzy.stone@mercerisland.gov](mailto:lizzy.stone@mercerisland.gov) and the Zoom meeting link will be sent to you. *The meeting link will not be sent out once the meeting has begun.*

**The City will not accept bids from companies that did not attend this meeting.**

### **CONTACT INFORMATION:**

Lizzy Stone, Natural Resource Project Manager  
[lizzy.stone@mercerisland.gov](mailto:lizzy.stone@mercerisland.gov)  
206.275.7882 (office) 206.507.3796 (cell)

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**SECTION 1. INTRODUCTION**

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The City of Mercer Island is contracting restoration work on some of its open space sites in 2024. This Request for Bids is being sent to contractors listed on the MRSC Roster under the Vegetation Work category.

The City of Mercer Island approved an Open Space Vegetation Plan in the fall of 2004 and a plan update in 2015. This plan recommends the removal of invasive, non-native plants on selected sites and the replanting of trees where needed. The plan calls for using volunteers to the extent possible to accomplish this work, with contractors performing the balance of the work, especially on the more technically demanding sites. The City of Mercer Island is seeking qualified contractors to submit bids for this work.

**SECTION 2. CONTRACTING PROCESS**

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This Request for Bids packet presents potential contractors with projects in 10 different parks. Interested contractors will submit their prices (including materials, overhead and profit, but excluding WA state sales tax) for accomplishing each project at the sites, along with their qualifications and references. One or more contractors will be awarded work based on their prices and their qualifications. **All project work for each park will be awarded to one contractor.** Work for each park will be awarded based on the cumulative cost of the Base projects. Additive projects will be included for a park only if budget allows. Contractors must bid on all project work at a park (Base and Additive) in order to be considered for the park. The City reserves the right to not award any or all projects listed.

To bid on this work, attend the mandatory pre-bid meeting and complete a bid proposal consisting of the information requested in the Bidder’s Qualification, References, and Scope of Work sections below. The Contractor selected for this work will be required to sign a Small Public Works Contract supplied by the City of Mercer Island. The contractor will be required to meet all contract conditions, including prevailing wage,

insurance, retainage, and performance bond requirements. A sample copy of this contract is attached. Prior to award of a contract, the apparent successful bidder shall provide evidence of insurance.

**No information contained within this RFB supersedes the terms of the Small Public Works Contract.**

To bid on this work, you must complete a bid proposal consisting of the information requested in the Bidder’s Qualification, References, and Scope of Work sections below. Submit the completed bid proposal to the Natural Resource Project Manager, Mercer Island Public Works Department, **on or before 1:00 pm on Wednesday, April 10<sup>th</sup>, 2024.**

<p><b>Mail:</b> City of Mercer Island, Public Works Attn: Lizzy Stone, Natural Resource Project Manager 9601 SE 36<sup>th</sup> Street Mercer Island, WA 98040</p> <p><b>Email:</b> bids@mercerisland.gov*</p> <p>* Bidders using email to submit bids are required to confirm receipt of bid via email before submission deadline.</p>
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### SECTION 3. GUIDELINES FOR OPEN SPACE RESTORATION WORK

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**A. Work Conditions**

Permitted work hours will be 7 am to 7 pm on weekdays, except as restricted by Right-of Way Use permits. Work taking place on weekends must be approved at least two weeks in advance by the Natural Resource Project Manager. Use of power equipment within 200’ of residential property is restricted to use between 8 am and 5 pm.

Work in the street Right-of-Way requires a street use permit and all required traffic controls, including certified flaggers. The contractor will be responsible for obtaining the Right-of-Way permit and the cost for the permit.

Work on or near any portion of the pedestrian paths in a park must be accompanied by traffic control. The contractor must temporarily close and reroute path traffic using barricades, flagging, and signs to insure the exclusion of park users from the work zone.

When working on City property, the Contractor’s name and/or logo must be clearly displayed on company vehicles and personnel attire.

**B. Access from private property**

The Contractor will be solely responsible for execution of the work. If Contractor chooses to access the park through private property, they will make such arrangements with each property owner involved. The City of Mercer Island values good relationships with park neighbors and expects the Contractor to maintain a professional and courteous manner with every citizen it contacts.

**C. Start of project**

The Contractor will coordinate scheduling and performance of work with the Natural Resources staff. **A Natural Resources staff member will meet with the Contractor AND crew at the start time and day to confirm the scope of work and answer questions.**

**D. Task completion**

The Contractor will notify Natural Resources staff immediately by e-mail or phone after task completion. The Natural Resources staff will review the work completed and ensure that the work is satisfactory and then communicate with the Contractor about any remaining tasks.

**E. Worker safety**

The Contractor shall perform the work according to all applicable provisions of federal, state, and municipal safety and health laws and codes, including OSHA/WISHA requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC) and General Occupational Health Standards (Chapter 296-62 WAC). The Contractor shall supply all required protective clothing and equipment needed for this work.

**F. Pesticide application requirements**

The City's open space restoration program includes all potential pest suppression and control strategies with a focus on non-pesticide strategies whenever possible. Certain levels of weed populations are accepted within established thresholds and all reasonable non-pesticide weed control options are considered first before resorting to the use of pesticides.

a. Guidelines

- Herbicide applicators **must be certified as, or under the direct on-site supervision** of a currently licensed Commercial Operator and be properly trained to work with herbicides.
- Applicators must follow manufacturer's label instructions.
- Applicators must report any unsafe work practices to their supervisor.
- Operator must supply City with copies of pesticide application records for all herbicide applications on City property **at the end of each month**. In accordance with WA state law, records must be updated the same day that pesticide is applied and include: name and address of City liaison, location, time, full product name or package label and EPA registration number, weather conditions, total amount applied, rate, concentration, plants treated, applicator's name, and area treated.
- **Applicator must post signs to notify park users of herbicide application in accordance with state law.** Qualifying signs will be provided to Contractors by the City upon request.

b. Environmental Conditions

Environmental conditions (weather and site conditions) required for application of herbicides are dependent upon label and WSDA pesticide regulation requirements. Conditions are determined by visually observing the area and by collecting information on site. Minimum environmental requirements: **liquid herbicides will not be applied on a site experiencing winds of greater than 10 mph or forecasted to receive a storm event within 12 hours, or label restrictions, whichever is more restrictive.**

c. Pollution Prevention and Spill Control

- Application equipment must be closed and spill-proof.
- Mixing may only take place on paved surfaces.
- Irrigation canals, open trenches, surface waters, wetlands, designated 303(d) waterbodies, and groundwater sources should be noted, and application shall be made to prevent contamination of these areas.
- In the event that herbicides are inadvertently spilled, the following steps are to be taken:
  - i. Control the flow of the material being spilled.
  - ii. Prevent contamination of water sources by using control measures such as storm drain inlet protection, absorbent materials, sandbags, or trenching.
  - iii. Isolate the area, keeping people at least 30 ft. away.
  - iv. If the spill occurred on an impermeable surface, use absorbent materials to soak up spilled materials. Dispose of absorbent materials according to WA state regulations.
  - v. If the spill occurred on soil, remove the top three inches of soil, and cover the area with at least 2 inches of lime. Cover the lime with a layer of uncontaminated topsoil. Dispose of the contaminated soil according to WA state regulations.
  - vi. Report the spill to City staff (206.275.7882) and the Department of Ecology at 425.649.7000.
  - vii. For large spills, contact the Washington Emergency Management Division at 800.258.5990.

d. Weed Hygiene

Contractors shall avoid moving weeds on tools, materials, boots, and clothing within a restoration site or from site to site. To reduce the potential for moving weeds, Contractors will employ precautions prior to entering the site by ensuring that equipment, vehicles, and clothing are free of seeds and soil, including:

- i. Clean all soil from tools while still on site using a stiff brush.
- ii. Remove and wash/brush boots that are potentially carrying soil and seeds.
- iii. Wash clothing that is potentially carrying soil and seeds.
- iv. Consider your parking location, trying not to park in areas that have soil or seed sources nearby. Keep vehicles clean from day to day and between work sites.
- v. Limit access through known noxious weed infestations to prevent seed/ propagule spread. Flag or fence off infested areas.

**G. Site and plant damage**

The Contractor shall plan and execute work to minimize damage to the park property or adjacent properties and the improvements thereon. The Contractor shall be responsible for correcting any damage it causes to the site or its improvements.

- a. Damage to planted trees and native vegetation must be scrupulously avoided, except as directed in this scope of work. Damage to existing vegetation/trees by the Contractor or its employees will be corrected by the Contractor at its sole cost and expense, subject to the City's review and cost assessment.
- b. Contractors shall work to minimize soil disturbance such as compaction and erosion due to accessing work areas. Contractors shall establish a single access point located in areas that are less susceptible to erosion or compaction. Trips through the access routes shall be kept to a minimum by identifying the necessary work and equipment needed to complete the

activities planned within the project area. Contractors shall limit access routes across steep slopes and only locate routes parallel to slope contours and perpendicular to water flows.

**H. Performance time limits**

Most of the work listed in the scope below has time limits assigned to the work. If the work is not completed by the time limit specified in the scope of work, the City, at its sole discretion, may hire another contractor to complete the work. The Contractor will only receive compensation equivalent to the percentage of the work completed within the time limit, as determined by City staff.

## SECTION 4. TASK SPECIFICATIONS

Restoration Task	Specifications	Performance Objectives
<p><b>1. Year 1 Comprehensive Invasive Removal</b></p> <p>---</p>	<ul style="list-style-type: none"> <li>- Ivy Rings (see Restoration Task 6 Specification)</li> <li>- Invasive Tree Removal and Treatment (see Restoration Task 7 Specification)</li> <li>- Ground Ivy and Herbaceous Weed Removal               <ul style="list-style-type: none"> <li>o Selectively remove above and below ground parts of all non-native plants. Exceptions are: species marked with an asterisk in the invasive plant species list (Section 4), unless specifically noted. <b>Avoid damage to all native plants.</b></li> <li>o Cut-stem herbicide application (Specification 8) allowed only to treat blackberry that is growing up through native vegetation where roots cannot be removed manually without damage to native plants.</li> <li>o Pile all removed plant material on cardboard sheets or downed logs out of soil contact to prevent re-sprouting. Turn any previously existing debris piles onto new cardboard sheets or debris rafts constructed out of downed wood. Piles are to be no bigger than 3'x3'x3' and shall be staged a minimum of 10' from any trail, road, watercourse, or drainage ditch.</li> </ul> </li> </ul>	<p><b>Year 1 Comprehensive:</b> All ivy rings and invasive tree treatment completed and less than 30 cubic ft. of live invasive plant material remaining per 100 sq. ft of the remainder of site.</p>
<p><b>2. Year 2 Comprehensive Invasive Removal</b></p> <p>---</p>	Specifications are shared with the previous row	<p><b>Year 2 Comprehensive:</b> All ivy rings and invasive tree treatment completed and less than 10 cubic ft. of live invasive plant material remaining per 100 sq. ft of the remainder of the site.</p>
<p><b>3. Year 3 Comprehensive Invasive Removal</b></p> <p>---</p>	Specifications are shared with the previous rows	<p><b>Year 3 Comprehensive/ Invasive Removal Maintenance:</b> Less than 1 cubic ft. of live invasive plant material remaining per 100 sq. ft.</p>
<p><b>4. Invasive removal maintenance</b></p>	<ul style="list-style-type: none"> <li>- <b>Install jute or coir erosion control fabric in areas greater than 50 sq ft in size with slope greater than 60% (per field measurement) that have less than 50% native vegetation cover.</b> After all invasive plant material is removed, fabric should be installed and secured with landscape staples placed no more than 18" apart. Multiple jute or coir pieces must overlap by at least 12".</li> </ul> <p><b>Note:</b> Areas receiving Invasive Removal Maintenance have generally received at least 3 years of comprehensive invasive removal.</p>	<p><b>All tasks:</b> Slopes greater than 60% with less than 50% native vegetation cover to be covered with jute or coir erosion control fabric.</p>

Restoration Task	Specifications	Performance Objectives
<p><b>5. Planting maintenance</b></p>	<p>Within the defined area, remove all above- and below-ground vegetation within a 4' diameter circle around and 8' above native plantings, living or dead.</p> <p>Maintain all live native trees 10' and under.</p> <p>Take a census of live and dead plantings and report number to Natural Resources Staff, identify canopy trees versus shrubs.</p> <p>Apply new mulch of 3" depth native leaf litter or arborist chips to <b>entire</b> circle. When on-site leaf litter is insufficient, the City may provide arborist chips depending on site accessibility.</p> <p>Remove any flagging tape or twine from main stem. Reflag any plants without flagging with 6" length of 1" wide fluorescent flagging tape attached to a lateral branch.</p>	<p>Less than 8 cubic inches of living plant material within 4 ft. diameter circle.</p> <p>All plantings properly flagged and mulched.</p> <p>95% of total installed plants properly maintained.</p>
<p><b>6. Ivy rings</b></p>	<p>Within the defined area, cut ivy vines growing on all trees, snags, stumps, and structures at chest height and remove all vines and leaves from that point downward.</p> <p>For every canopy tree (1 ½ inch caliper deciduous; 6 feet tall conifer): Grub out surface roots of all ivy within a 4' radius from the base of the tree in all directions, taking care not to damage tree roots.</p> <p>If ivy rings are being done in an area with invasive removal maintenance, ivy debris should be placed on cardboard or downed wood. Otherwise, ivy can be scattered without covering native vegetation.</p>	<p>Tree trunk is fully visible and undamaged.</p> <p>Less than 10 cubic inches of living invasive plant material within a 4' radius of the tree trunk.</p>
<p><b>7. Invasive tree removal and treatment</b></p>	<p>a. Hand pull all small sprouts when roots can be removed fully.</p> <p>b. For all invasive trees <b>less than 1" diameter</b> at 6" above ground: If trees cannot be effectively hand pulled, cut the tree to 6" high and apply <b>aquatic-approved glyphosate or aquatic-approved triclopyr</b> herbicide immediately (within 30 minutes) to the <b>freshly cut</b> stump at the recommended rate (please refer to product label). Cut any brush and woody debris to lengths of 18" or less and scatter.</p>	<p>Dieback of greater than 50% of each tree canopy evident within two months of treatment. Those not meeting this objective must be retreated.</p> <p>All small sprouts of invasive trees either hand-pulled, or freshly cut and treated.</p>



Restoration Task	Specifications	Performance Objectives
	<p>C. For all invasive trees <b>greater than 1”</b> diameter at 6” above ground: Remove all branches making ground contact. Re-rooted branches must be hand pulled or cut and treated. Inject stem with <b>imazapyr capsules</b> using an <b>EZ-Ject lance</b> (or comparable injection device approved by Mercer Island Natural Resources Staff) at the recommended rate. Cut any brush and woody debris to lengths of 18” or less and scatter.</p> <p>D. For all invasive trees 6” DBH or greater, consult with Natural Resources staff before treating.</p> <p><b>Follow all requirements for pesticide application as specified in Section 3F.</b></p> <p>Invasive tree species include:</p> <ul style="list-style-type: none"> <li>• English laurel (<i>Prunus laurocerasus</i>)</li> <li>• English holly (<i>Ilex aquifolium</i>)</li> <li>• European mountain ash (<i>Sorbus aucuparia</i>)</li> <li>• English hawthorn (<i>Crataegus monogyna</i>)</li> <li>• wild cherry (<i>Prunus avium</i>)</li> <li>• Portugal laurel (<i>Prunus lusitanica</i>)</li> <li>• black locust (<i>Robinia pseudoacacia</i>)</li> <li>• cherry plum (<i>Prunus cerasifera</i>)</li> <li>• Norway maple (<i>Acer platanoides</i>)</li> <li>• horsechestnut (<i>Aesculus hippocastanum</i>)</li> <li>• tree-of-heaven (<i>Ailanthus altissima</i>)</li> </ul> <p><b>Note:</b> Any herbicide used in Pioneer Park or Engstrom Open Space must follow the 2022 update to the Pioneer Park Herbicide Use Protocol. Please refer to protocol before any herbicide is used on these properties and consult with the Natural Resources Project Manager with any questions in advance of treatment.</p>	
<p><b>8. Cut-stem herbicide application</b></p>	<p>Cut the stem of target species (e.g., invasive blackberry species) to 6” high and apply <b>aquatic-approved glyphosate or aquatic-approved triclopyr</b> herbicide immediately to the <b>freshly cut</b> stem at the recommended rate (please refer to product label). Cut any debris to lengths of 18” or less and scatter, unless in an invasive removal maintenance area where debris must be placed out of ground contact on cardboard or downed wood. Avoid damage to native vegetation.</p>	<p>All target plants cut to 6” and all material scattered on site or placed on debris pile.</p> <p>Every stem properly treated to prevent regrowth.</p>

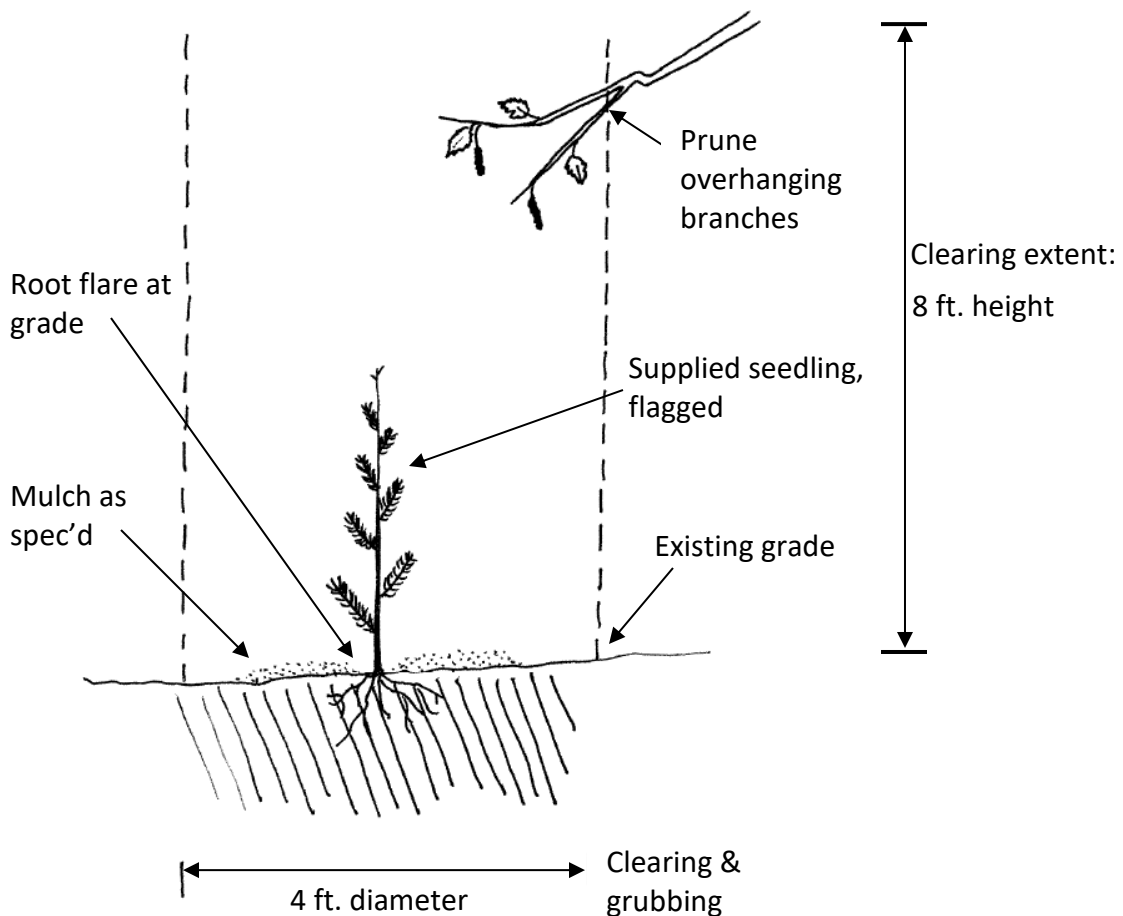
Restoration Task	Specifications	Performance Objectives
	<p><b>Follow all requirements for pesticide application as specified in Section 3F.</b></p> <p><b>Note:</b> Any herbicide used in Pioneer Park or Engstrom Open Space must follow the 2022 update to the Pioneer Park Herbicide Use Protocol. Please refer to protocol before any herbicide is used on these properties and consult with the Natural Resources Project Manager with any questions in advance of treatment.</p>	<p>No regrowth of 90% or greater in the treatment area evident within four weeks of treatment. Those not meeting this objective must be retreated.</p>
<p><b>9. Foliar spray herbicide application</b></p>	<p>Treat invasive shrubs and herbs with <b>aquatic-approved glyphosate</b> or <b>aquatic-approved triclopyr</b> herbicide at the recommended rate (please refer to product label). Apply herbicide to the live foliage of plants after the leaves are fully developed during the recommended application period (see below). Use best practices to avoid drift and damage to native vegetation. When invasive shrubs are inaccessible for foliar spray (e.g., Himalayan blackberry growing from within native plants), use the cut-stem application specification outlined in Task 8.</p> <p>Target species included but not limited to:</p> <ul style="list-style-type: none"> <li>• Thistle species (<i>Cirsium arvense</i>, <i>C. vulgare</i>) - Apply from rosette to bud stage.</li> <li>• Bindweed species (<i>Convolvulus arvensis</i>, <i>C. sepium</i>) – Apply postemergence at bud stage or at summer fallow in mid-summer.</li> <li>• Bamboo species – Cut to six inches high and place debris on raft or cardboard. Apply aquatic formulation of herbicide to regrowth.</li> </ul> <p><b>Follow all requirements for pesticide application as specified in Section 3F.</b></p> <p><b>Note:</b> Any herbicide used in Pioneer Park or Engstrom Open Space must follow the 2022 update to the Pioneer Park Herbicide Use Protocol. Please refer to protocol before any herbicide is used on these properties and consult with the Natural Resources Project Manager with any questions in advance of treatment.</p>	<p>Dieback of 90% or greater in the treatment area evident within four weeks of treatment. Those not meeting this objective must be retreated.</p>
<p><b>10. Planting</b></p>	<p>Within the defined area, grub 4’ diameter planting circles free of above- and below- ground vegetation. Within said 4’ circle, prune back any overhanging vegetation up to 8’ above ground level to create a vegetation free “column.” <u>Refer to Section 3</u> for more detailed planting diagrams.</p>	<p>Plant trees with root flares emerging just at soil level and according to detail (see Section 5 diagram).</p>

Restoration Task	Specifications	Performance Objectives
	<p>Trees require a (minimum) 10' spacing from other trees (existing or planted) and from roads/trails. Shrubs require a (minimum) 4' spacing from trees and roads/trails. In some cases, native understory vegetation may need to be removed within the planting circle to achieve the spacing requirement.</p> <p>Apply 3" of available leaf litter or arborist chips to entire circle. Do not cut healthy native vegetation, large pieces of wood, or invasive plant material in place of leaf litter or arborist chips to mulch native plants.</p> <p>Flag the tree with 6" length of 1" wide flagging tape attached to a lateral branch. Do not tie flagging tape on the main stem. Flagging will be provided by the City. Remove any stabilizing stakes and ties.</p> <p>In areas with &lt;60% slopes, apply at least 4 gallons of water to each newly installed plant on same day as planting. In areas with &gt;60% slopes, apply at least 3 gallons of water to each newly installed plant, as described in Task 13.</p>	<p>All native plants staged in sites that meet species-specific requirements (i.e., shade, sun, moist soil, etc.)</p> <p>Planting takes place between Nov 1 and Jan 15. Specific dates to be determined by City, in coordination with contractor.</p>
<p><b>11. Watering</b></p>	<p>Watering schedule begins three weeks after last significant rainfall event of the spring (&gt;1"). Staff will alert contractor to this date, after which contractor will have 2 weeks to begin the first watering.</p> <p>Watering must be done 7 times during the growing season. <b>The exact schedule and allocation of watering may change with the weather.</b> The proposed schedule is as follows:</p> <ul style="list-style-type: none"> <li>• One watering in late May/ early June, depending on spring rain.</li> <li>• Beginning late June/ early July - Once per week for 4 weeks, for 4 consecutive waterings.</li> <li>• Two additional waterings once every four weeks, at the discretion of City staff.</li> </ul> <p>In areas with &lt;30% slope, apply at least <b>4 gallons of water</b> to each tree or shrub planted in the previous year. On slopes (&gt;30%), apply at least 3 gallons of water to each tree or shrub planted in the previous year. Water must be applied slowly enough to avoid surface runoff and ensure that water is infiltrating directly into root area.</p> <p><b>Note: Contractor must contact City staff at the start of each watering. Watering tanks may be filled at the City Shop if appropriate attachments are used, and procedures are followed.</b></p>	<p>Wetting of soil to at least 12" depth in rooting area.</p>

## SECTION 5. TREE PLANTING DETAIL

### TREE PLANTING DETAIL – FLAT AREAS

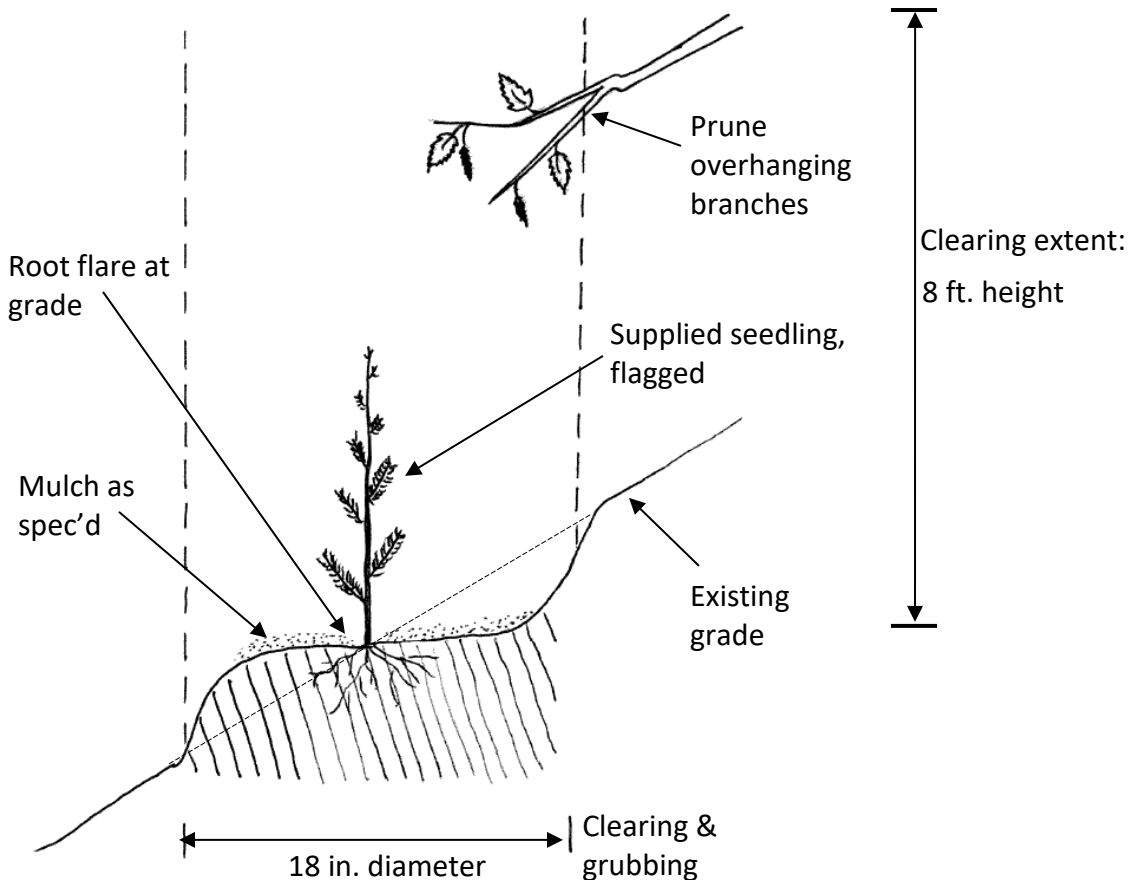
- Clearing and grubbing limits are minimum 4 ft. on slopes less than 30%. Soil to be grubbed free of competing vegetation and loosened throughout entire circle.
- Prune back *any* overhanging vegetation within 8' of ground level within said 4' circle to create a vegetation free "column". Follow generally accepted pruning practices.
- Form a mound of soil and spread roots in the planting hole radially and in a downward direction (it may be necessary to break up root mass and cut circling roots). No "J" roots or pancaked (flattened to a fan) roots.
- Root flare to be set at grade. Do not plant the tree any deeper!



- Backfill soil is native soil.
- Mulch is 3" depth arborist mulch or available leaf litter, as specified in project scope. Do not cover root flare. If leaf litter is scarce or unavailable, City staff may be able to deliver arborist chips to site, depending on availability.
- Flag the tree with 6" of 1" wide fluorescent flagging tape attached to a lateral branch. **Do not tie flagging tape on the main stem.** Flagging will be provided by the City.

## TREE PLANTING DETAIL – SLOPE AREAS

- Clearing and grubbing limits are minimum 18" in diameter on slopes greater than 30%. Soil to be grubbed free of competing vegetation. Form a level shelf with available soil.
- Prune back *any* overhanging vegetation within 8' of ground level within said 18" circle to create a vegetation free "column". Follow generally accepted pruning practices.
- Form a mound of soil and spread roots in the planting hole radially and in a downward direction (it may be necessary to break up root mass and cut circling roots). No "J" roots or pancaked (flattened to a fan) roots.
- Root flare to be set at grade. Do not plant the tree any deeper!



- Backfill soil is native soil.
- Mulch is 3" depth arborist mulch or available leaf litter, as specified in project scope. Do not cover root flare. If leaf litter is scarce or unavailable, City staff may be able to deliver arborist chips to site, depending on availability.
- Flag the tree with 6" of 1" wide fluorescent flagging tape attached to a lateral branch. **Do not tie flagging tape on the main stem.** Flagging will be provided by the City.

## SECTION 6. INVASIVE PLANT SPECIES

This chart lists invasive species that may be encountered in MI Open Space areas. Listed species should be recognizable to those performing invasive removal. However, additional invasive species may be present, and should also be removed. **If, in the course of work, the Contractor encounters an unknown species, he/she should contact Mercer Island Natural Resources staff and consult the Washington State and King County Noxious Weed Lists for identification and determination of invasive status.**

Species with \* are not targeted for removal as part of Comprehensive, 2<sup>nd</sup> Year, 3<sup>rd</sup> Year Removals or Invasive Removal Maintenance tasks unless contract expressly includes their removal.

Latin name	Common name
<i>Acer platanoides</i>	Norway maple
<i>Acroptilon repens</i>	Russian knapweed
<i>Aesculus hippocastanum</i>	horse chestnut
<i>Ailanthus altissima</i>	tree of heaven
<i>Alliaria petiolata</i>	garlic mustard
* <i>Arum italicum</i>	*Italian arum
<i>Arundo donax</i>	giant reed
<i>Aucuba japonica</i>	aucuba, golddust plant
<i>Brachypodium sylvaticum</i>	slender false brome
<i>Bromus tectorum</i>	cheatgrass
<i>Buddleja davidii</i>	butterfly bush
<i>Cardaria draba</i>	hoary cress
<i>Cardaria pubescens</i>	hairy whitetop
<i>Carduus nutans, Carduus pycnocephalus</i>	thistle
<i>Centaurea stoebe, C. nigrescens, C. diffusa, C. virgata</i>	knapweed
<i>Centaurea melitensis, C. solstitialis</i>	starthistle
<i>Cirsium arvense</i>	Canada thistle
<i>Cirsium vulgare</i>	bull thistle
<i>Clematis vitalba</i>	traveler's-joy old-man's beard
<i>Cortaderia jubata</i>	jubata grass
<i>Cotoneaster</i> spp.	cotoneasters
<i>Crataegus monogyna</i>	English hawthorn
<i>Cynoglossum officinale</i>	houndstongue
<i>Cytisus scoparius</i>	Scotch broom
<i>Daphne laureola</i>	spurge laurel
<i>Euphorbia esula</i>	leafy spurge
<i>Genista monspessulana</i>	French broom
<i>Geranium lucidum</i>	shiny geranium, shining crane's-bill
<i>Geranium robertianum</i>	herb Robert; stinky Bob
<i>Glechoma hederacea</i>	ground ivy, creeping Charlie
<i>Hedera helix</i>	English ivy
<i>Heracleum mantegazzianum</i>	giant hogweed
<i>Hieracium aurantiacum, H. caespitosum</i>	hawkweed
<i>Hypericum perforatum; H. androsaemum</i>	St. John's wort
<i>Ilex aquifolium</i>	English holly
<i>Impatiens capensis</i>	orange jewelweed
<i>Impatiens glandulifera</i>	policeman's helmet

Continued...

Latin name	Common name
<i>Iris pseudacorus</i>	yellow flag iris
<i>Isatis tinctoria</i>	dyer's woad
<i>Lamiastrum galeobdolon</i>	yellow archangel
<i>Lapsana communis</i>	nipplewort
<i>Lathyrus latifolius</i>	sweet, perennial, or everlasting pea
<i>Leucanthemum vulgare</i>	oxeye daisy
<i>Lepidium latifolium</i>	perennial pepperweed
<i>Ligustrum vulgare</i>	common privet
<i>Linaria dalmatica</i>	dalmatian toadflax
<i>Lotus corniculatus</i>	birdsfoot trefoil
<i>Lunaria annua</i>	honesty; money plant
<i>Lythrum salicaria</i>	purple loosestrife
<i>Mycelis muralis</i>	wall lettuce
<i>Onopordum acanthium</i>	Scotch thistle
* <i>Phalaris aquatica</i> , <i>P. arundinacea</i>	*Harding grass, reed canarygrass
* <i>Poa bulbosa</i>	*bulbous bluegrass
* <i>Polygonum cuspidatum</i> , <i>P. sachalinense</i> , <i>P. polystachyum</i> , <i>P. x bohemicum</i>	*knotweed
<i>Potentilla recta</i>	sulfur cinquefoil
<i>Prunus laurocerasus</i>	English laurel
<i>Prunus lusitanica</i>	Portugal laurel
<i>Prunus avium</i>	sweet cherry
<i>Prunus cerasifera</i> ; <i>P. domestica</i> ; <i>P. spinosa</i>	Thundercloud plum, domestic cherry
<i>Pyracantha</i> spp.	firethorn
* <i>Ranunculus repens</i>	*creeping buttercup
<i>Robinia pseudoacacia</i>	black locust
<i>Rubus armeniacus</i>	Himalayan blackberry
<i>Rubus laciniatus</i>	cutleaf blackberry, evergreen blackberry
<i>Solanum dulcamara</i>	bittersweet nightshade
<i>Sorbus aucuparia</i>	European mountain-ash
<i>Spartium junceum</i>	Spanish broom
<i>Tamarix ramosissima</i> , <i>T. parviflora</i>	tamarisk
<i>Taeniatherum caput-medusae</i>	medusahead
<i>Ulex europaeus</i>	gorse
<i>Vinca major</i> ; <i>V. minor</i>	Periwinkle, vinca

## SECTION 7. SCOPE OF WORK & BID WORKSHEET

### REQUEST FOR BIDS: 24-19 MERCER ISLAND OPEN SPACE RESTORATION 2024

Note that projects for one park will be awarded to a single contractor. **We require a price for each “project activity” within the park(s) you are bidding on** (excluding WA state sales tax). Note that Pioneer Park is split into quadrants (NW, NE, and SE), which will be awarded as separate contracts. You are not required to bid on every park. See maps for actual project locations. If you would like a Microsoft Excel version of this table, please e-mail [lizzy.stone@mercerisland.gov](mailto:lizzy.stone@mercerisland.gov).

Project Number	Park	Area ID	Project area* (sq. ft.)	Project activity	Time window	Notes	Engineer's Estimate		Bids
HS1	Homestead Park	HS1101a	78,280	Invasive knockdown	June 15 - Aug 30		\$ 3,000.00	\$ 7,000.00	
HS2	Homestead Park	HS1101b	76,208	Invasive knockdown	June 15 - Aug 30		\$ 3,000.00	\$ 7,000.00	
HS3	Homestead Park	HS1101a	78,280	Planting maintenance	June 1 - Aug 1	Approximately 150 plants.	\$ 3,000.00	\$ 6,000.00	
HS4	Homestead Park	HS1101b	76,208	Planting maintenance	June 1 - Aug 1	Approximately 150 plants.	\$ 3,000.00	\$ 6,000.00	
HS5 **	Homestead Park	HS2401a +b	11,329	<i>Special Scope: manual blackberry removal</i>	May 1 - Aug 1	<i>Manually remove all above and below ground parts of non-native blackberry species.</i>	\$ 4,500.00	\$ 6,000.00	
IC1	Island Crest Park	IC1103	32,988	Planting maintenance	June 1 - Aug 1	Approximately 75 plants.	\$ 1,500.00	\$ 2,500.00	
IC2	Island Crest Park	IC1103	32,988	Watering	See Specifications	Approximately 75 plants.	\$ 2,500.00	\$ 4,000.00	
IC3	Island Crest Park	IC1103	32,988	Cut-stem herbicide application	May 1 - Jul 1		\$ 1,000.00	\$ 1,750.00	



Project Number	Park	Area ID	Project area* (sq. ft.)	Project activity	Time window	Notes	Engineer's Estimate		Bids
IC4**	Island Crest Park	IC0801b	59,297	Invasive knockdown	June 15 - Aug 30		\$ 9,000.00	\$ 15,000.00	
IC5**	Island Crest Park	IC0801b	59,297	Fall planting	Oct 1 - Dec 15	Maximum 75 trees. CMI to provide all plants.	\$ 2,000.00	\$ 3,250.00	
LB1	Luther Burbank Park	LB1103	23,480	Year 1 Comprehensive invasive removal	July 1 - Sep 1		\$ 8,000.00	\$ 11,500.00	
LB2	Luther Burbank Park	LB0903	6,957	Invasive removal maintenance	June 1 - Sep 1	Last Invasive removal maintenance was completed in 2014.	\$ 1,000.00	\$ 2,000.00	
LB3	Luther Burbank Park	LB2101a	18,961	Year 3 Comprehensive invasive removal	July 1 - Sep 1	Year 2 Comprehensive invasive removal was completed in 2022. South edge of site contains <i>Solanum dulcamara</i> monoculture that will need to be manually removed. <i>S. dulcamara</i> roots and seeds must be moved to City compost staging area off-site. City staff can assist with compost transport.	\$ 4,000.00	\$ 5,750.00	
LB4	Luther Burbank Park	LB1502	18,093	Special Scope: herbicide application	Jun 1 - Sep 15	Blackberry species must be treated with cut-stem herbicide application. Thistle species can receive foliar spray treatments.	\$ 1,000.00	\$ 1,750.00	
LB5	Luther Burbank Park	LB1503	20,610	Special Scope: herbicide application	Jun 1 - Sep 15	Blackberry species must be treated with cut-stem herbicide application. Thistle species can receive foliar spray treatments.	\$ 1,250.00	\$ 2,000.00	
LB6	Luther Burbank Park	LB1102	30,556	Special Scope: herbicide application	Jun 1 - Sep 15	Blackberry species must be treated with cut-stem herbicide application. Thistle species can receive foliar spray treatments.	\$ 1,250.00	\$ 2,250.00	
LB7	Luther Burbank Park	LB0802	24,341	Special Scope: herbicide application	Jun 1 - Sep 15	Blackberry species must be treated with cut-stem herbicide application. Thistle species can receive foliar spray treatments.	\$ 1,000.00	\$ 2,000.00	
LB8**	Luther Burbank Park	LB1102	30,556	Fall planting	Oct 1 - Dec 15	75 plants. Plants will be provided by CMI.	\$ 2,000.00	\$ 3,250.00	

Project Number	Park	Area ID	Project area* (sq. ft.)	Project activity	Time window	Notes	Engineer's Estimate		Bids
LB9**	Luther Burbank Park	LB0802	24,341	Fall planting	Oct 1 - Dec 15	75 plants. Plants will be provided by CMI.	\$ 2,000.00	\$ 3,250.00	
MH1	Mercedale Hillside Park	MH0901	149,368	Planting maintenance	June 1 - Aug 1	Approximately 225 plants.	\$ 3,500.00	\$ 6,000.00	
MH2	Mercedale Hillside Park	MH0901	149,368	Watering	See Specifications	Approximately 225 plants.	\$ 12,000.00	\$ 20,000.00	
MH3	Mercedale Hillside Park	MH1001	123,409	Invasive removal maintenance	Jun 1 - Sep 1	Invasive removal maintenance was partially completed in 2022.	\$ 15,000.00	\$ 27,000.00	
NM1	North Mercedale Hillside	NM0701	35,069	Year 3 Comprehensive invasive removal	June 1 - Oct 1	Year 2 comprehensive invasive removal was completed in 2022.	\$ 8,000.00	\$ 10,500.00	
NM2	North Mercedale Hillside	NM1301	24,586	Planting maintenance	June 1 - Aug 1	Approximately 250 plants.	\$ 3,500.00	\$ 6,000.00	
NM3	North Mercedale Hillside	NM1301	24,586	Invasive knockdown	June 15 - Aug 30		\$ 2,500.00	\$ 3,500.00	
PNE1	Pioneer Park NE	PP1003a	148,903	Year 3 Comprehensive invasive removal	July 1 - Sep 1	Year 2 Comprehensive invasive removal was completed in 2023.	\$ 25,000.00	\$ 35,000.00	
PNE2	Pioneer Park NE	PP1004b	97,391	Planting maintenance	June 1 - Aug 1	Approximately 200 plants.	\$ 5,500.00	\$ 8,000.00	
PNE3	Pioneer Park NE	PP1004b	97,391	Watering	See Specifications	Approximately 200 plants.	\$ 14,000.00	\$ 20,000.00	
PNW1	Pioneer Park NW	PP0728b	71,732	Invasive removal maintenance	Jun 1 - Sep 1	Invasive removal maintenance was last completed in 2017.	\$ 12,000.00	\$ 20,000.00	

Project Number	Park	Area ID	Project area* (sq. ft.)	Project activity	Time window	Notes	Engineer's Estimate		Bids
PSE1	Pioneer Park SE	PP0902a1	113,596	Year 3 Comprehensive invasive removal	July 1 - Sep 1	Year 2 Comprehensive Invasive Removal was completed in 2023.	\$ 19,500.00	\$ 25,000.00	
PSE2	Pioneer Park SE	PP0902a2	98,638	Year 3 Comprehensive invasive removal	July 1 - Sep 1	Year 2 Comprehensive invasive removal was completed in 2023.	\$ 17,000.00	\$ 23,000.00	
S41	SE 47th Open Space	S41101	21,407	Ivy rings	Apr 15 - Jul 1		\$ 2,500.00	\$ 4,000.00	
UL1	Upper Luther Burbank Park	UL2301	109,077	Planting maintenance	June 1 - Aug 1	Approximately 150 plants.	\$ 4,500.00	\$ 7,000.00	
UL2	Upper Luther Burbank Park	UL2302	123,804	Planting maintenance	June 1 - Aug 1	Approximately 200 plants.	\$ 5,500.00	\$ 8,000.00	
UL3	Upper Luther Burbank Park	UL1901	181,768	Planting maintenance	June 1 - Aug 1	Approximately 250 plants.	\$ 6,500.00	\$ 10,000.00	
UL4	Upper Luther Burbank Park	UL 2102 - old BSA	88,956	Watering	See Specifications	400 plants installed in 2023.	\$ 7,500.00	\$ 11,000.00	

\* Value is for vertical projection of area. Actual ground area will be greater, depending on slope.

\*\*Additive projects will be included for a park if budget allows. All projects not specifically labeled as additive are considered "base projects". Contractors must bid on all projects in a park (base and additive) to be considered for the park.

# SECTION 8. BIDDER'S QUALIFICATION CERTIFICATE

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The undersigned hereby certifies and submits the following:

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

Address \_\_\_\_\_  
 \_\_\_\_\_

Owner Name \_\_\_\_\_

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

Contact Person's Title \_\_\_\_\_

Phone \_\_\_\_\_

E-mail \_\_\_\_\_

Washington State Contractor Registration # \_\_\_\_\_

Washington State Unified Business Identifier (UBI) # \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_

City of Mercer Island Business License #  
 (required prior to award of contract) \_\_\_\_\_

	<b>Yes or No</b>	<b>Account / Registration Number (as applicable)</b>
Does the contractor have industrial insurance coverage for its employees working in Washington as required by Title 51 RCW?	_____	_____
Does the contractor have a Washington State excise tax registration number as required by Title 82 RCW?	_____	_____
Does the contractor have a Washington State Employment Security Department number as required by Title 50 RCW?	_____	_____
Has the contractor been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)?	_____	_____
Within the three-year period immediately preceding the date of the bid solicitation, has the contractor been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, or 49.52 RCW?	_____	_____

Before award of a public works contract, the undersigned bidder agrees to submit to the City of Mercer Island a signed statement in accordance with RCW 9A.72.085 verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirement of RCW 39.04.350(1)(g). Failure to submit the foregoing signed statement may be grounds to deem the bidder not responsible and unqualified to be awarded a public works contract.

**By:**

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

\_\_\_\_\_  
**Print Name**

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

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

## SECTION 9. QUALIFICATIONS AND REFERENCES WORKSHEET

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Qualified bidders must have successfully completed at least one prior public works project involving the specified tasks in a project's scope of work. References of the apparent low bidder will be checked to ensure qualification requirements are met. Low bidders that do not meet the qualifications will be disqualified and the project will be awarded to the next lowest bidder. The following worksheet outlines skills associated with the Task Specifications in Section 4 and overall project management. Provide all information requested in the table. Please select a wide range of projects and clientele that best represent your work in the field of restoration or reforestation.

SKILL	CLIENT	PROJECT NAME	CONTACT NAME	CONTACT PHONE
Work cooperatively with agency to resolve difficult situations				
Schedule and complete work in timely fashion				
Find work areas from maps				
Distinguish native plants from non-native plants				
Selectively remove non-native plants in between native plants without damaging native plants				
Remove weeds around existing canopy trees and new plantings without damaging the trees				
Install erosion control fabric on steep slopes				
Apply herbicide to invasive trees, shrubs, and herbaceous weeds				
Plant trees and shrubs				
Water trees and shrubs				

SECTION 10. BID SUBMITTAL COVER SHEET  
REQUEST FOR BIDS: 24-19 MERCER ISLAND OPEN SPACE RESTORATION 2024

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Bids will be accepted until: **1:00 pm on Wednesday, April 10<sup>th</sup>, 2024**

Submit to:

Attention: City of Mercer Island, Public Works  
Lizzy Stone, Natural Resource Project Manager  
9601 SE 36<sup>th</sup> Street  
Mercer Island, WA 98040

Phone: 206.507.3796 (cell) or 206.275.7882 (office)

Email: [bids@mercerisland.gov](mailto:bids@mercerisland.gov)

**BID CHECKLIST:**

- Bid Submittal Cover Sheet
- Bidder's Qualification Certificate
- References Worksheet
- Bid Worksheet

Signature of authorized official: \_\_\_\_\_ Date: \_\_\_\_\_

Official's name (printed): \_\_\_\_\_

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

**CONTACT INFORMATION**

Company Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

**CITY OF MERCER ISLAND, WASHINGTON**  
**SMALL PUBLIC WORKS CONTRACT**  
**FOR**  
**[ENTER PROJECT TITLE]**

THIS PUBLIC WORKS CONTRACT ("Contract") dated [insert date agreement drafted], is effective on the date the Contract is fully executed by the Parties. The Parties to this Contract are the CITY OF MERCER ISLAND, a Washington municipal corporation ("City" or "Owner"), and [INSERT FULL LEGAL NAME OF CONTRACTOR], a [insert state where formed] [choose type of person or entity] ("Contractor").

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work at [insert address], Mercer Island, Washington ("Property"); and

B. The Contractor has the requisite skill and experience to perform such work and has submitted a proposal dated [insert date proposal received] to complete such work ("Proposal").

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

**1. SERVICES BY CONTRACTOR**

1.1 Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described in the Contract Documents for the [enter project title] Project, including this Public Works Contract, the City's General Terms and Conditions (May 2020 ed.), Scope of Work, and any Specifications, Addenda, and other Exhibits attached hereto, which documents are incorporated by this reference, ("Work"), which Work shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. In addition to any applicable documents listed in Art. 1, Sec. 1.0(E) of the General Terms and Conditions, "Contract Documents" includes the Scope of Work, Specifications, and any other Exhibits attached hereto. For the purposes of interpreting all contract documents, if the applicable Work was awarded through inviting quotes or proposals: "bid" or "bids" refer to quote(s) or proposal(s); and "bidders" refers to contractors invited to submit quotes or proposals.

1.2 Completion Date. The Work shall be commenced within ten (10) days of receipt by the Contractor of the City's Notice to Proceed and shall be Substantially Completed by \_\_\_\_\_, (the "Contract Time") as may be extended in accordance with the Contract Documents. In the event the Work is not completed within the time specified, Contractor agrees to pay to the City liquidated damages in the amount set forth in Section 1.3 of this Contract.

1.3 Liquidated Damages. TIME IS OF THE ESSENCE OF THIS CONTRACT. Delays inconvenience the residents of Mercer Island and cost taxpayers undue sums of money, adding time needed for administration, engineering, inspection, and supervision. It is impractical for the City to calculate the actual cost of delays. Accordingly, the Contractor agrees to pay liquidated damages as follows: Liquidated damages for failure to achieve timely Substantial Completion shall be in the amount of \$ \_\_\_\_\_ per day.



- 1.4 Performance Standard. Contractor shall perform the Work in a manner consistent with accepted practices for highly skilled and competent contractors performing this type of work in this area.
- 1.5 Compliance with Laws. Contractor shall perform the Work in accordance with all applicable federal, state and City laws, including but not limited to all City ordinances, resolutions, standards, or policies, as now existing, or hereafter adopted or amended, and obtain all necessary permits and pay all permit, inspection, or other fees, at its sole cost and expense.
- 1.6 Utility Location. Contractor is responsible for locating any underground utilities affected by the Work and is deemed to be an excavator for purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities.
- 1.7 Air Environment. Contractor shall fully cover any and all loads of loose construction materials including without limitation, sand, dirt, gravel, asphalt, excavated materials, construction debris, etc., to protect said materials from air exposure and to minimize emission of airborne particles to the ambient air environment within the City of Mercer Island.

## **2. TERM**

This Contract shall commence on the effective date of this Contract and continue until the Work is complete, and formally accepted by City, and all warranties have expired.

## **3. REQUISITE SKILL**

The Contractor warrants that it has the requisite skill to complete the Work and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Mercer Island by obtaining a City of Mercer Island business registration. Contractor represents that it has visited the site and is familiar with all of the plans and specifications in connection with the completion of the Work.

## **4. COMPENSATION**

- 4.1 Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed [insert maximum value of contract in words] Dollars (\$[insert \$ amount in figures]), and as may be adjusted under the Contract Documents.
- 4.2 Contractor Responsible for Taxes. Except as otherwise stated in the Contract Documents, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.
- 4.3 Method of Payment. Payment by the City for the Work will only be made after the Work has been completed, a voucher or invoice is submitted in a form satisfactory to the City, and such invoice is approved by the appropriate City representative. Payment shall be made within thirty (30) days of receipt of such invoice or voucher unless otherwise set forth in in the Scope of Work. The Contractor's acceptance of such payment for the Work shall constitute full compensation for the performance of the Work. Invoices shall be submitted to:

City of Mercer Island  
9611 S.E. 36th Street  
Mercer Island, WA 98040  
ATTN: (staff)  
(title)

4.4 Retainage. Pursuant to Chapter 60.28 RCW, five percent (5%) of the Total Compensation shall be retained by the City to assure payment of Contractor's state taxes as well as payment of subcontractors, suppliers, and laborers. Upon execution of this Contract, Contractor shall complete, execute, and deliver to the City the Contractor's Retainage Agreement set forth in the Contract Documents. No payments shall be made by the City from the retained percentage fund ("Fund") nor shall the City release any retained percentage escrow account to any person, until the City 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 the Contract have been paid in full or that they are, in the Department's opinion, readily collectible without recourse to the State's lien on the retained percentage. Upon non-payment by the general contractor, any supplier or subcontractor may file a lien against the retainage funds, pursuant to Chapter 60.28 RCW. Subcontractors or suppliers are required to give notice of any lien within thirty (30) days of the completion of the Work and in the manner provided in RCW 39.08.030. Within sixty (60) days after completion of all Work on this Contract, the City shall release and pay in full the money held in the Fund, unless the City becomes aware of outstanding claims made against this Fund.

## **5. EQUAL OPPORTUNITY EMPLOYER**

In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Contract, there shall be no discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, sexual orientation, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state, or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Contract by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

## **6. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST**

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may perform work during the Term of this Contract for other third parties; provided, however, that such performance of other work shall not

conflict with or interfere with the Contractor's ability to perform the Work. Contractor agrees to resolve any such conflicts of interest in favor of the City.

## **7. INDEMNIFICATION**

### **7.1 Indemnification and Hold Harmless.**

- A. The Contractor shall protect, defend, indemnify, and hold harmless City, its elected officials, officers, agents, volunteers, and employees, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever (hereinafter "claims"), arising out of or in any way in connection with the performance of this Contract except for injuries and damages caused by the sole negligence of the City.

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

- B. The Contractor's obligations under this section shall include, but not be limited to,
- i. The duty to promptly accept tender of defense and provide defense to City at the Contractor's own expense.
  - ii. The duty to indemnify and defend City, its elected officials, officers, agents, and employees, from any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects City with a full and complete indemnity and defense of claims made by the Contractor's employees. The parties acknowledge that these provisions were mutually negotiated upon by them.

To the maximum extent permitted by law, the Contractor shall indemnify and defend City, its elected officials, officers, agents and employees, from and be liable for all damages and injury which shall be caused to owners of property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this Contract, whether or not such injury or damage is caused by negligence of the Contractor or caused by the inherent nature of the work specified.

- C. City may, in its sole discretion, (1) withhold amounts sufficient to pay the amount of any claim for injury, and/or (2) pay any claim for injury of which City may have knowledge, regardless of the formalities of notice of such claim, arising out of the performance of this Contract.
- D. Any amount withheld will be held until the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment on such claim. In addition, the Contractor shall reimburse and otherwise be

liable for claims costs incurred by City, including, without limitation, costs for claims adjusting services, attorneys, engineering, and administration.

E. In the event City incurs any judgment, award, and/or costs arising therefrom, including attorneys' fees, to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

F. This provision has been mutually negotiated by the City and the Contractor.

7.2 Survival. The provisions of this Section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

## **8. INSURANCE**

8.1 The Contractor agrees to carry without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Completion date, unless otherwise indicated herein, as a minimum, the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees, or subcontractors with a carriers having a current A.M. Best rating of not less than A:VII. The City, at its discretion, may require additional types and greater limits of insurance coverage commensurate with the risk associated with the performance of the Work.

A. Workers' Compensation and Employer's Liability Insurance in amounts sufficient pursuant to the laws of the State of Washington.

B. Commercial general liability insurance shall be written on a form at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations for three years following substantial completion of the Work, 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 the Aggregate Per Project Endorsement 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 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 coverage at least as broad with limits of no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.

C. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage with combined single limits for bodily injury and property damage of not less than \$1,000,000 per accident.

- D. Asbestos Abatement or Hazardous Materials. If asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City Attorney's office and/or the City's insurer and provide scope and limits of coverage that are appropriate for the scope of Work and are satisfactory to the City. Contractor shall not commence any Work until its coverage has been approved by the City Attorney's office.
- 8.2 The City shall be named as additional insured on all such insurance policies, with the exception of workers' compensation coverages. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it. 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. Contractor shall provide certificates of insurance and amendatory endorsements, concurrent with the execution of this Contract, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. 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.
- 8.3 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.
- 8.4 Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.
- 8.5 Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.
- 8.6 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.

8.7 The provisions of this Section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

## **9. PERFORMANCE/PAYMENT BOND OR ADDITIONAL RETAINAGE**

Pursuant to RCW 39.08.010, Contractor shall provide Performance Bond and Payment Bond each in an amount equal to 100% of the amount of this Contract to cover the performance of all provisions of this Contract and the payment of all laborers and suppliers. The Contract bonds shall be in a form set forth in the Contract Documents. The Contract bond shall assure that the Contractor will faithfully perform all of the provisions of the Contract as well as pay all laborers, mechanic subcontractors, materialmen, and suppliers. Contractor's obligations under this Contract shall not be limited to the bond amount.

Alternatively, pursuant to RCW 39.08.010, on contracts of Fifty-Five Thousand Dollars (\$55,000) or less, at the option of the Contractor, the City may, in lieu of a bond, retain ten percent (10%) of the Contract amount for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

## **10. SAFETY**

Contractor shall take all necessary precautions for the safety of its employees on the work site and shall comply with all applicable provisions of federal, state, and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), and General Occupational Health Standards (Chapter 296-62 WAC). Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals, and other safeguards at all unsafe places at or near the Work for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from damage all water, sewer, gas, steam or other pipes or conduits, and all hydrants and all other property that is likely to become displaced or damaged by the execution of the Work. The Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

## **11. PREVAILING WAGES**

11.1 Wages of Employees. This Contract is subject to the minimum wage requirements of Chapter 39.12 of the Revised Code of Washington, as now existing or hereafter amended or supplemented. In the payment of hourly wages and fringe benefits to be paid to any of Contractor's laborers, workpersons and/or mechanics, Contractor shall not pay less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed, as determined by the Industrial Statistician of the Department of Labor and Industries of the State of Washington. Prevailing wages paid pursuant to this Agreement shall be the prevailing wage rates which are in effect on the date when the bids, proposals, or quotes were required to be submitted to the City.

The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Department of Labor and Industries: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing->

[wage-rates/](#). A copy of the applicable prevailing wage rates is also available for viewing at the office of the City located at 9611 SE 36th St, Mercer Island, WA 98040. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

- 11.2 **Reporting Requirements.** Contractor shall comply with all reporting requirements of the Department of Labor and Industries of the State of Washington. Upon the execution of this Contract, Contractor shall complete and file a Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries. If requested by the City, the Contractor shall provide certified payroll records for its employees and the employees of its subcontractors. Upon completion of the Work, Contractor shall complete and file an Affidavit of Wages Paid with the Department of Labor and Industries. Contractor shall deliver copies of both the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid, certified by the Department of Labor and Industries, to the City.

## **12. SUBCONTRACTOR RESPONSIBILITY**

Contractor shall verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in the Instructions to Bidders and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every public works subcontract or every tier.

## **13. OWNERSHIP OF DOCUMENTS**

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work shall become the property of the City and shall be delivered to the City at its request.

## **14. CONFIDENTIALITY**

If it is necessary to provide proprietary information, the Contractor shall clearly mark the information on each page of the document(s) as "Proprietary and Confidential". The City is subject to laws regarding the disclosure of public records and document. Proposals and other materials, submitted by the Contractor become public record and may be subject to public disclosure, in whole or in part, and may be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information and the Contractor has marked the requested document as "Proprietary and Confidential", the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information; provided that the Contractor shall be solely responsible for all attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorneys fees or penalty assessments under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

## **15. BOOKS AND RECORDS**

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and such accounting procedures

and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.

**16. CLEAN UP**

At any time ordered by the City and immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the Contractor fails to perform the necessary clean up, the City may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

**17. GENERAL PROVISIONS**

This Contract, the Contract Documents and any supporting contract documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings shall be effective for any purpose. No provision of this Contract may be amended except by written agreement of the Parties. Any provision of this Contract which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract. Subject to the preceding sentence, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs, and assigns. In the event the City or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or City places the enforcement of the Contract or any part thereof, or the collection of any monies due, in the hands of an attorney, or files suit, each Party shall pay all its own attorneys' fees and expenses. The venue for any dispute related to this Contract shall be King County, Washington. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. This Contract shall be governed by and interpreted in accordance with the laws of the State of Washington. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute this Contract. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract the            day of            , 20            .



**CONTRACTOR:**

[INSERT FULL LEGAL NAME OF CONTRACTOR]

By: \_\_\_\_\_  
[insert full legal name and title of signator]

Address:

Phone:

Email:

**CITY:**

CITY OF MERCER ISLAND

By: \_\_\_\_\_  
Jessi Bon, City Manager

Attest:

By: \_\_\_\_\_  
Andrea Larson, City Clerk

Approved as to form:

By: \_\_\_\_\_  
Bio Park, City Attorney