



SMALL WORKS CONTRACT INVITATION TO BID (ITB)

For PS 10 & 19 Vegetation Management Bid No. 24-10

Released: May 6, 2024

Due: 2:00PM, May 23, 2024 to bids@mercerisland.gov

BACKGROUND

The City of Mercer Island's network of sewer pump stations (PS) are a fundamental part of the City's sewer system. In addition to regular operation and maintenance activities of the utilities themselves, site vegetation management is required to prevent utility decline, facilitate access, and maintain crew safety. Sewer pump stations 10 & 19, located at 9036 N Mercer Way and 7697 W Mercer Way, respectively, sit among dense vegetation, dead brush, and fallen trees, and therefore, have been identified as needing the work under this contract.

PROJECT INFORMATION

The City of Mercer Island, Washington is requesting bid proposals from qualified landscape contractors for PS 10 & 19 Vegetation Management Project, Project No. 24-10. Work under this contract includes, but is not limited to, hiking and hauling of equipment to work site, pruning and removal of trees, trimming vegetation, clearing brush, tree debris, undesired growth, non-native, invasive, noxious weeds, unwanted plant material, and other debris from the project site, site mowing, line trimming, chipping, and all cleanup and disposal procedures necessary to perform the work as further specified in the Scope of Services. The awarded Contractor will be expected to provide all necessary labor, supervision, equipment, miscellaneous tools and materials, and technical expertise necessary to perform the described work at Mercer Island Sewer Pump Station 10 (Bid item 1), 9036 N Mercer Way, and Pump Station 19 (Bid Item 2), 7697 W Mercer Way. Work under this contract is one-time, non-recurring and shall be completed within TWENTY (20) working days from the date of the Notice to Proceed (NTP).

GENERAL CONTRACT INFORMATION

The purpose is to establish, through a competitive bidding process utilizing the MRSC Small Works Roster, a contractor to perform the work located at the City's sewer PS 10, 9036 N Mercer Way, and PS 19, 7697 W Mercer Way, Mercer Island, WA. A non-exclusive contract is to be awarded from this request.

TERM AND ESTIMATED COST

The City will enter a contract with the successful contractor. Work under this contract shall start as indicated on the Notice to Proceed (NTP). All work shall be completed within TWENTY (20) working days from the date of the Notice to Proceed (NTP). Engineers estimate for the project is \$28,000 to \$38,000.

DELIVERY OF BID

Submit electronically to bids@mercerisland.gov.

All submittals shall be clearly titled: "BID PROPOSAL – PS 10 & 19 Vegetation Management".

Due Date: **May 23, 2024**

Time: **by 2:00 PM (PST)**

Contractors that deviate from this format or alter this form shall be deemed non-responsive. Contractors accept all risk of late delivery regardless of fault. Any pricing quote received after the due date and time shall be deemed non-responsive. The City of Mercer Island reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This Invitation to Bid does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a bid proposal. Furthermore, this request does not obligate the City to accept or contract for any expressed or implied services. The selected contractor will be required to meet and agree to all the conditions in this Invitation to Bid (ITB), the ITB Attachments, as well as the Required Bid Forms, **EXHIBIT "A"**, the SAMPLE Contract Documents, **EXHIBIT "B"**, and the City's General Terms and Conditions, **EXHIBIT "C"**.

SUBMITTAL REQUIREMENTS

No bid shall be considered except those submitted in the forms referenced below. Substitutions will not be accepted during the bid process. Do not leave any space blank.

Please complete and sign ALL five (5) **EXHIBIT "A" REQUIRED BID FORMS**.

EXHIBIT "A" REQUIRED BID FORMS

- 1) Bid Proposal Form
- 2) Subcontractor Listing
- 3) Non-Collusion Declaration
- 4) Contractor Declaration
- 5) Bidders Qualification Certificate

All required submittal documents must be signed by an authorized representative, having authority to sign on behalf of the Contractor.

By signing these documents, the Contractor agrees that they are familiar with the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done. The Contractor further agrees to furnish all labor, materials, equipment, tools, traffic control measures, and any other items necessary to perform and complete the work.

SITE VISITATION AND ACCESS

Site visitation can be arranged by contacting Chris Marks at 206-677-1027, or chris.marks@mercerisland.gov. The Bid Attachments show the location of the work as well as existing conditions. Bidders in their own interest are advised to inspect and examine the site of proposed work and obtain, at their own responsibility, all information that may be necessary for preparing the Bid and entering into a Contract.

ROW access will be using established roadways or access points wherever possible. Where applicable, permission to enter a ROW by any other means must be obtained from the property owner. The City of Mercer Island values good relationships with residents and expects the Contractor to maintain a professional and courteous manner with every citizen it contacts.

Mobilization/Demobilization of equipment and haul off of debris and materials at the PS 19 site shall only occur by water from the City owned dock. Land access to the site will be permitted for personnel and small hand tools only. Full cost of any boat/barge necessary to complete the work, as specified, shall be Contractor's responsibility, and shall be included in the lump sum bid item price for PS 19.

MANDATORY PRE-BID MEETING/WALK THROUGH

A Mandatory Pre-Bid Meeting/Walk Through is scheduled on Monday, May 13, 2024 at 10am. Meet at 7641 W Mercer Way, Mercer Island, WA 98040.

Attendance at the Pre-Bid Meeting/Walk Through is mandatory for prime bidders. There will be a sign-in sheet and the prime bidder will need to acknowledge their attendance on the Bid Form. Bids from entities not represented at the Pre-Bid will not be considered for contract award.

During the pre-bid meeting/walk through, all conversations are considered informal and are not contractually binding unless stated in the contract bid package, contract drawings, or modified by a written addendum. The order of precedence is written addendum, contract drawings, and lastly contract specifications.

INTERPRETATION OF CONTRACT DOCUMENTS

Questions regarding the project may be directed to Chris Marks, Utilities Engineer, at chris.marks@mercerisland.gov. Questions are to be received no later than 12:00 PM, May 17, 2024. Any oral communication will be considered unofficial and non-binding. Questions via phone will not be accepted. All questions received will be compiled, and responses will be sent to all solicited contractors prior to the closing of bids.

BID ERRORS

In the event of a discrepancy between the unit price and the total price for any bid item, the unit price will govern, and the total item price will be adjusted accordingly. If the Bid is an incorrect total of all bid items included in the bid proposal, the total bid price will be corrected.

BIDDER RESPONSIBILITY

It is the intent of the City to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. To be eligible to bid, each Bidder must, at the time of the bid submittal:

- A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW; and
- B. Have a current Washington Unified Business Identifier (UBI) number; and
- C. If applicable:
 - i. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW; and
 - ii. Have a Washington Employment Security Department number, as required in Title 50 RCW; and
 - iii. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW; and
 - iv. Have an electrical contractor license, if required by Chapter 19.28 RCW; and
 - v. Have an elevator contractor license, if required by Chapter 70.87 RCW; and

- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010, 39.12.050, RCW 39.12.055, or 39.12.065 (3); and
- E. Not be disqualified or debarred or ineligible to be awarded contracts for which Federal funds have been requested or received.
- F. Completed the L&I online training or meet the prior experience requirements in RCW 39.04.350(1)(f); and
- G. Within the three-year period immediately preceding the date of the bid solicitation, not have 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 chapter 49.46, 49.48 or 49.52 RCW.

A contract shall only be awarded to a Bidder that demonstrates to the City's satisfaction that the Bidder is qualified to perform the Work and is, therefore, a responsible bidder.

SUBCONTRACTOR RESPONSIBILITY

In accordance with RCW 39.06.020, a public works contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets all of the requirements in the previous Bidder Responsibility criteria. The City reserves the right to review the procedure that the selected Bidder uses in validating the responsibility of any subcontractors.

QUESTIONS/CLARIFICATIONS

The City reserves the right to request any respondent to clarify or correct its proposal or to supply any additional material deemed necessary to assist in determining a responsive proposal. Modification of a submitted proposal will be considered only if the request is received prior to the submittal deadline. All modifications and/or corrections must be made in writing and executed and submitted in the same format and manner as the original proposal. The City reserves the right to change the scope of work, duration of term, or issue addendums at any time. The City also reserves the right to cancel, change or re-issue this request at any time.

ACKNOWLEDGEMENT OF ADDENDA

Each Bidder shall include on the Bid Proposal Form, **EXHIBIT "A"**, specific acknowledgment of receipt of each Addendum issued by the City during the bidding period. If the Bidder does not specifically acknowledge each addendum, the City may reject the bid as non-responsive unless the City determines from delivery records or from inclusion of information in the bid of information contained in the addenda that the Bidder received constructive notice of the addenda.

BASIS OF AWARD

The City will select and award the contract to the lowest responsible bidder, as determined by the City. Contract shall be awarded as per the Bid Proposal Form, **EXHIBIT "A"**. All rates and pricing submitted shall include all costs, including but not limited to all wages, benefits, the cost of tools, equipment, ancillary supplies, overhead, profit, taxes, permits, and other administrative fees associated with the performance of this contract. Washington State Prevailing Wage rates for King County shall apply. Contractor, and all subcontractors, must obtain a City of Mercer Island Business License at their expense. All applicable permits and bonds must also be obtained at the contractor's sole expense.

AWARD OF CONTRACT

Upon selecting the lowest responsible bidder, the successful bidder will receive a Notice of Award letter and any required Contract Documents. The successful bidder must sign and return all Contract Documents to the City within ten (10) business days. If not returned within ten (10) business days, the City retains the right to cancel the award and go to the next lowest responsive, responsible bidder.

BID PROTEST

Protests shall be in accordance with RCW 39.04.105. Only bidders that submitted a bid, subcontractors, or others that can show substantial economic interest in the bid award and who are aggrieved, are eligible to protest. After bid opening, protests are limited to issues related to bid opening, evaluation of bids, and intention to award decisions, and are further limited to those items that were not known or could not have been reasonably known prior to bid opening.

LABOR

The Contractor shall, at all times, provide sufficient skilled personnel to complete and meet all deadlines for work orders or projects in a timely manner. At all times, there shall be one person or foreman authorized in making project decisions, including: ordering materials, negotiating change orders, attending project meetings when required, and ordering additional manpower when needed.

PREVAILING WAGE

Before any payment shall be made, the selected Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" and "Certified Payroll" to the City. The Contractor is responsible for payment of all fees and shall make all applications and payments directly to the State Department of Labor and Industries.

Any contract resulting from this Invitation to Bid is subject to the requirements of RCW Chapter 39.12 and RCW 35.23.352, and as it may be amended, relating to prevailing wages and as set forth in the Sample Contract, included in **EXHIBIT "B"**. Current prevailing wage rates for King County can be obtained from the Washington State Department of Labor and Industries at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>.

PERMITS

A Non-Development Tree Permit has been submitted on behalf of the Contractor for tree removals. The Contractor is responsible for complying with and maintaining the permit throughout the entire term of this contract, scheduling final inspections, and completing any other items required by the Community Planning and Development department. The Contractor will NOT be responsible for any replanting or replacing of trees.

BUSINESS LICENSE

As mandated by Mercer Island City Code 4.10.100, the General Contractor awarded the contract and each Subcontractor working on the project will be required to obtain a City of Mercer Island Business License at their sole expense. The Contractor and each Subcontractor shall obtain a City of Mercer Island Business License prior to performing any work and maintain a current business license throughout the term of this contract with the City. A business license application can be obtained online at <https://dor.wa.gov/manage-business/city-license-endorsements/mercer-island>.

INSURANCE REQUIREMENTS

The Contractor awarded the contract shall maintain current insurance as set forth in the Sample Contract, included in **EXHIBIT "B"**, and the Contractor shall name the City of Mercer Island as additionally insured on the policy endorsements. The Contractor is responsible for submitting all new insurance documents, via electronic transmission, to the City within ten (10) business days after expiration.

BID GUARANTEE

A bid bond is not required for this small works roster project by statute.

PERFORMANCE/PAYMENT BOND

The Contractor awarded the contract, at their sole expense, shall furnish a separate Performance Bond and Payment Bond each equal to one hundred percent (100%) of the contract, as set forth in the Sample Contract Documents, included in **EXHIBIT "B"**. Alternatively, pursuant to RCW 39.08.010, on contracts of one hundred fifty thousand dollars (\$150,000) or less, at the option of the Contractor, the City may, in lieu of the Performance and Payment Bond retain ten percent (10%) of the Contract amount.

The Performance Bond and Payment Bond shall be in force throughout the entire term of the contract including any extensions until final completion and acceptance by the City. All contract bonds shall be furnished by a corporate surety company authorized to do business in the State of Washington. The surety must be approved and appear on the most current revision of the U.S. Treasury Circular 570.

RETAINAGE

The Contractor awarded the contract shall have five percent (5%), or ten percent (10%) if the In Lieu of Bond Contract was signed, of the Total Compensation retained by the City to assure payment of Contractor's state taxes as well as payment of subcontractors, suppliers, and laborers. If the Contractor awarded the contract submits a retainage bond, this will be at the sole expense of the Contractor.

MEASUREMENT AND PAYMENT

The Contract price shall constitute full compensation for furnishing all labor, materials, tools and equipment for performing all work and operations required as specified herein and shall be considered full compensation and shall include all minor items required for a complete job but not specifically mentioned in the scope of services, and items mentioned in the scope of services but not having a specific pay item. The Contract pricing shall include all overhead costs, transportation, insurance, profit, permitting, L&I filing fees, taxes and any other costs related to the work.

TAXES

The bid form may include a line item for sales tax on the whole amount, or on items which are not exempt from tax under Washington State Department of Revenue rules, including WAC 458-20-170 and WAC 458-20-171. Unless there are separate line items in the bid form for Washington State sales tax, Contractor shall include all sales tax in its lump sum bid or unit prices. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The City will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability. Except as provided above, the Contractor is required to pay all applicable taxes. No adjustment will be made in the amount to be paid

by City under the Contract because of any change in law or regulations covering any applicable taxes, or because of any misunderstanding by the Contractor as to its liability for or the amount of any taxes.

INVOICES

Contractor shall submit properly completed invoice(s) electronically to Chris Marks, chris.marks@mercerisland.gov, or designated representative, and also to the Public Works Mailbox at publicworks@mercerisland.gov. The awarded Contractor shall be paid upon submission of a properly itemized invoice based on the prices stipulated in the Bid Proposal Form, **EXHIBIT "A"**, for work performed in accordance with all payment and retainage.

Invoices must contain the following minimum information:

- A. Project Title
- B. Description of items/work completed with unit and total
- C. This statement, per RCW 39.12.040: "We certify that the prevailing wages have been paid in accordance with the pre-file statement or statements of intent to pay prevailing wages on file with the City of Mercer Island."

Invoices will be reviewed by the City before payment is made and the City's designated representative shall not authorize payment until, in their opinion, the work has been satisfactorily completed. The City may request that the Contractor file the affidavit prior to processing the final invoice.

TERMINATION

At any time, upon written notice, the City has the right to terminate this contract, with or without clause.

WARRANTY & GUARANTY

Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers, as set forth in the City's General Terms and Conditions, **EXHIBIT "C"**. The warranty period shall be for the longer period of one year from the date of Final Acceptance of the entire Project's Work Orders or the duration of any special extended warranty offered by a supplier or common to the trade. The Contractor shall submit in writing their agreement to provide free of charge, replacement materials and labor for all failed or otherwise inoperative equipment. If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written Notice from the City to do so.

TITLE VI NON-DISCRIMINATION

The City of Mercer Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award

SCOPE OF SERVICES

- A. Contractor shall provide all labor, supervision, equipment, miscellaneous tools and materials, and technical expertise necessary to perform vegetation management at the following Sewer Pump Stations (PS), located in the City of Mercer Island, WA 98040
1. PS 10, 9036 N Mercer Way
 2. PS 19, 7697 W Mercer Way
- B. Vegetation management includes, but is not limited to, the following:
1. Obtain and comply with necessary permits for work.
 2. Assess site access requirements, safety needs, and most efficient vegetation removal procedures.
 3. Load and unload equipment, hike or haul into work site.
 4. Adjust, lubricate, sterilize, and sharpen tools and equipment as needed.
 5. Remove trees in accordance with the following:
 - a. All trees shall be “limbed out” prior to final cutting of trunk as required. Refrain from felling the tree unless authorized.
 - b. Remove/grind all stumps/buttruss roots to a depth of not less than twelve (12) inches below ground level.
 - c. Contractor shall be responsible for calling in utility locates prior to stump removal.
 6. Prune trees, shrubs, vines, and groundcovers adjacent to pathways, utilities, and access points in accordance with the following:
 - d. Remove all dangerous, broken, dead, and diseased branches.
 - e. Remove extraneous, crossing, and misshapen limbs and branches.
 - f. Prune back branches to provide 12 feet vertical, and 4 feet horizontal minimum working clearance from pathways, docks, and site utilities.
 - g. Eliminate narrow crotches by removing or drop pruning one of the competing scaffold limbs, when as small as possible, to reduce later splitting.
 - h. Prune in a manner to minimize impacts to soil, shrubs, groundcover, and trees.
 - i. Prune clean and just outside the branch collar in accordance with accepted horticultural practices. Pruning must only be performed by trained personnel.
 - j. Cut ivy vines growing on all trees, snags, stumps, and structures at chest height and remove all vines and leaves from that point downward.
 - k. Trim vegetation using loppers, pruning shears, weed line trimmers, motorized hedge trimmers, pruning saws, and small chain saws, as applicable.
 - l. All slash (branches, limbs, tops) which hang up in the trees being pruned, or adjacent trees, shall be removed prior to moving from the work site.
 - m. Refer to the following:
 - i. [King County Park System Best Practices Manual](#) chapters 6.5 and 9.6.
 - ii. ANSI Z-133 Arboricultural Safety Standards
 - iii. ANSI A-300 Pruning Standards
 7. Clear all brush, tree debris, undesired growth (undergrowth, suckers, blackberries, thistles, etc.), unwanted plant material, and other debris from the project site.
 8. Remove non-native, invasive, and noxious weeds.
 - a. Noxious Weed Control is mandated by the King County [Noxious Weed Control Board](#) based on the state weed control law, Chapter 17.10 RCW. Assistance and weed lists (Class A, B, C, Non-designate, and Weeds of concern) are available from the King County Noxious Weed Control Program at <http://dnr.metrokc.gov/wlr/lands/weeds/>, or 206-296-0290.
 9. Rough mow site to a maximum height of three (3) inches.

10. Line Trimming shall be performed along all hard surfaces (concrete pads, wet well, and dry well covers).
11. Cleanup and Disposal Procedures:
 - a. All cut material (slash) including stem wood less than four (4) inches in diameter may be chipped and/or mowed. Resulting debris may be blown on the site. Resulting debris shall not accumulate to depths greater than three (3) inches. Blown wood chips and/or wood debris shall NOT be placed on adjacent properties without owner permission. Chipping and/or mechanical mowing shall be accomplished in a manner that no wood material will enter any open water, accumulate in existing tree branches, or bury desirable low growing trees and/or shrubs. When chips cannot be left on site, they shall be hauled and stockpiled in the appropriate bin at the City of Mercer Island lower maintenance yard.
 - b. Piling, lopping, and scattering of slash and brush on site is not permitted.
 - c. All timber from trees, branches, or stem wood four (4) inches or greater that cannot be chipped and/or mowed shall be removed from the site. Such timber shall become property of the contractor and hauled to a legal disposal site. Hauling and disposal shall be contractor's responsibility.
 - d. Fill depressions, grade, and compact soil where roots, rocks, stumps, or other trip hazards have been removed.
 - e. Clean all hard surfaces (manhole covers, concrete, stairs, docks) within project limits by blowing, sweeping, raking, or pressure washing.
 - f. Remove all equipment and debris from the work site. Leave the work site in a neat and presentable condition.

C. Contract Requirements

1. All work shall be performed under the direct on-site supervision of a qualified landscape professional with a minimum of five years combined horticultural education and experience. Preference will be given to an individual with at least a two year horticultural degree or Certified Landscape Technician (CLT), combined with two years work experience, or greater.
2. The Contractor will coordinate scheduling and performance of work with the City Representative.
3. Contractor cancellation or schedule adjustment shall be communicated to City staff at least 12 hours in advance via phone or email.
4. Working hours are 7:00 AM or after 3:30 PM Monday through Friday. No work on Saturdays unless approved. No work on Sunday, or legal holidays, in accordance with City ordinances.
5. Access to sites shall be by established roadways or access points wherever possible. Where applicable, permission to enter a ROW by any other means must be obtained from the property owner.
 - a. Mobilization/Demobilization of equipment and haul off of debris and materials at PS 19 site shall occur by water (boat/barge) from the City owned dock. Land access to the site will be permitted for personnel and small hand tools only.
6. Contractor shall ensure that vegetation management operations are conducted in a professional, safe, efficient manner, with special attention directed towards minimal environmental impact and property owner concerns.
7. Proper Personal Protective Equipment (PPE) shall be worn during operations.
8. Unreasonable damage or destruction to existing site features during any phase of the vegetation management operation by the contractor, his agents or employees, must be repaired at contractor's sole expense.