



City of Ridgefield

Request for Small Works Quotation

Project Title: Ditch Cleaning & Shaping

Project Due Date: 4:00 PM (Pacific Time), February 16, 2021

By submitting a quotation, contractor acknowledges that they have read, understand and accept the terms and conditions of this Quotation document, RCW 39.04.350 Bidder Responsibility Criteria, RCW 39.12 Prevailing Wage on Public Works and all relevant federal, state and municipal laws, rules and regulations.

This project will be accomplished as a Small Works Project in accordance with **RCW 39.04.155**. All bidders must meet the requirements of the MRSC Small Works Roster (www.mrscrosters.org). For questions about the MRSC Small Works Roster contact Taira Anderson at 206-436-3798 or by email: mrscrosters@mrsc.org.

The City obtains informal quotations for public works costing less than \$75,500 (including any applicable Sales Tax). If the work is over \$75,500, a formal quotation process must be followed. THEREFORE, if the total amount of your quote (including sales tax) will exceed \$75,500, **DO NOT SUBMIT YOUR QUOTE**. Instead, notate on the quotation form "Quotation exceeds \$75,500" and return the form to Procurement Services.

- 1. City Business License:** Pursuant to Ridgefield Municipal Code Chapter 5.04 Contractors will be required to get a City of Ridgefield business license endorsement when performing work within the City of Ridgefield, unless allowable exemptions apply, for additional information, please visit: <https://ridgefieldwa.us/businesses/business-license/>.
- 2. Prevailing Wage:** If awarded the project, the contractor and each subcontractor shall complete or have on file, with the City, a current "Statement of Intent to Pay Prevailing Wages" before payment will be made for work performed. An "Affidavit of Wages Paid" shall be required at the end of each contractor year. These forms are available from Washington State Department of Labor & Industries and can be filed electronically at <http://www.lni.wa.gov/prevailingwage/>. This Contract shall have prevailing wage rates updated annually on the Effective Date of the Contract. An Intent to Pay Prevailing Wages must be filed at the beginning of this Contract and an Affidavit of Wages Paid for prevailing wages paid must be submitted annually for all work completed within the previous twelve (12) month period of this Contract.

The Contractor may be required to submit weekly/bi-weekly Certified Payrolls to the City of Ridgefield upon request. The Contractor is required to keep Certified Payrolls on file for a minimum of three (3) years. The State of Washington prevailing wage rates applicable for this

public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

The applicable effective date for prevailing wages for this project is February 16, 2021.

- 3. Insurance:** Contractor shall submit on an ACCORD certificate or a City approved form a Certificate of Insurance with the following requirements:

 - a. \$1,000,000 Commercial General Liability Each Occurrence
 - b. \$2,000,000 General Aggregate
 - c. \$2,000,000 Products and Completed Operations Aggregate
 - d. \$1,000,000 Automobile Liability
 - e. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

- 4. Performance & Payment Bond:** For projects greater than \$35,000 Contractor agrees that before it undertakes performance of this project, it will file with the City of Ridgefield a Contract Performance Bond and Payment Bond, in the forms prescribed by the City of Ridgefield, in the full amount of the project price executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.

- 5. Retainage:** For projects greater than \$35,000, pursuant to Chapter 60.28 RCW there will be retained from monies earned by the Contractor on progress estimates a sum not to exceed 5 percent of the monies earned by the Contractor. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Title 82 RCW, which may be due from such Contractor, and (2) the claims of any other person or entity arising under the Contractor or Chapter 60.28 RCW. Release of retainage will be made within the statutory period following the last date for filing of claims pursuant to Chapter 60.28 RCW.

Scope of Work

The Contractor shall provide all tools, labor, equipment for scheduled ditch cleaning and shaping, work includes removing debris from ditch lines and reshaping to improve grade and flow. Hauling debris to a designated dump site within the City Limits. The City will provide traffic control, erosion control, and will handle disposal of debris from dump site. Work is to be completed during the dry season- July, August, September and is subject to delays due to rain or other weather all in accordance with the attached Special Provisions and Public Works Contract.

The City intends to award this contract for an initial period of one (1) year with an option to extend up to three (3) additional years.

This is a Unit Priced Contract in accordance with RCW 35.23, the City reserves the right to perform work using this Contract, or using City staff, or other contractors, or through any mechanism available to the City. This Contract is for the convenience of the City and does not carry any estimates as to how much could be spent.

Each individual project shall be performed upon Contractor's receipt of a City issued Purchase Order. Contractor shall commence work on the date specified on the Purchase Order and within the allowable Working Days specified on the Purchase Order.

All quotations to this request must be received by no later than 4:00 p.m. (Pacific Time) on February 16, 2021. Quotations shall be submitted via email as attachment to Bids@ci.ridgefield.wa.us. If the quotation is unable to be submitted via email, please contact Julia Denton at Julia.Denton@ci.ridgefield.wa.us or 360-857-5048. Delivery to other locations may not be considered.

Small Works Quotation

Quotations must:

- Show prices in U.S. dollars and cents, legible numbers (not words), written in ink or typed.
- Where conflict occurs, unit price shall prevail.
- Unit Prices required for all non-Lump Sum bid items.
- The Total Price for non-Lump Sum bid items should be calculated as follow: Approx. Quantity (as listed for that bid item) times Unit Price = Total Price
- Your quotation will be considered irregular and may be rejected if:
 - If the Unit Price is left blank and a price per unit cannot be determined by equally dividing the “Approx. Quantity” into the Total Price and rounding the result to the nearest two decimal places.
 - Figures are illegible.
 - Minimum quotation requirements are not met (when applicable).
 - Qualifiers are added.

Base Bid:

Item No.	Approx. Quantity (per year)	Description of Work	Unit Price	Total Price
1.	6000 LF	Ditch Cleaning & Re-Shaping	\$	\$
Subtotal				\$
Washington State Sales Tax 8.4%				\$
Total Base Bid				\$

By signing this page, the Contractor acknowledges and agrees to the terms and conditions referenced and included in this Request for Quotations document. Contractor certifies under penalty of perjury that the Contractor is in compliance with the bidding requirements of RCW 39.04.350(c) and has an employment security department number as required in Title 50 RCW.

Authorized Official Signature

Date

Print Name of Authorized Official

Title of Authorized Official

Company Name

E-Mail Address

Address

City, State, Zip

Contractor's License Number

Telephone Number

Unified Business Identifier Number (UBI)

Employment Security Department Number



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (2/16/2021), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as 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.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

**Special Provisions
for
On-Call Ditch Cleaning & Shaping**

Unless otherwise stated, all specifications listed are minimum requirements.

- 1. Repairing Damage** - The successful bidder will be responsible for repairing damage to any and all adjacent property including, but not limited to: irrigation equipment, concrete, flatwork or turf, telephone, cable or power lines, etc., that may be damaged by contractor when conducting Ditch Cleaning & Shaping, rental and construction services.
- 2. Quality Assurance** -On-site and follow-up inspections will be conducted to monitor performance and the audit of time/billing. Informal reviews will be made with the successful bidder to address ongoing performance.
- 3. Deficiencies in Work** - The Contractor shall correct any deficiencies in work within 48 hours of written or verbal notification by the City. Should the Contractor fail to correct the default to the satisfaction of the City within this period, the City reserves the right to withhold payment and/or to terminate, in whole or in part, this agreement.
- 4. Inspections** - The City reserves the right to inspect, either announced or unannounced, the work performed by the Contractor. Upon determination of any violation of the specifications and/or this agreement, the inspector shall record all pertinent information for City review.
- 5. Equipment** - The successful Contractor must own all equipment necessary to perform assigned work described in these specifications or have readily access to necessary equipment to complete work as required.



City of Ridgefield, WA Public Works Construction Contract

THIS CONTRACT made and entered into and made effective this _____ day of _____, 2021, by and between the City of Ridgefield, Washington, hereinafter referred to as "City", and, _____, hereinafter referred to as "Contractor", and hereinafter referred to as "Parties."

WITNESSETH:

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

I) Description of Work.

- 1.1 **Work.** The Contractor shall do all work and furnish all tools, materials, supplies, equipment labor, and all other items incidental thereto necessary for the construction of Project Name: _____ Contract No. _____ in accordance with the terms of this Contract, and as described in the Contract Documents, which are by this reference incorporated herein and made a part hereof, hereinafter the "Work".
- 1.2 **Compliance with Laws.** All duties of the Contractor shall be performed in accordance with all applicable federal and state laws and city ordinances as now existing or hereafter adopted or amended.
- 1.3 **Performance Standard.** All duties performed by the Contractor or its designees shall be performed in a good workmanlike manner, consistent with accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribe by this Contract and pursuant to the direction of the City Manager or designee.

II) Term.

- 2.1 **Contract Term.** The term of this Contract shall commence on the effective date of this Contract and shall have Physical Completion no later than the Working Days stated in the Purchase Order (Work Order) for each project. This Contract shall be for a period of one (1) year and may be extended up to three (3) additional years.

III) Termination.

- 3.1 **Termination for Convenience.** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Contract is terminated prior to the completion of Work, Contractor will only be paid for the Work completed at the time of termination of the Contract.

3.2 Termination for Cause. In the event the Contractor is, or has been, in violation of the terms of this Contract or incorporated documents, the City reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

3.3 Opportunity to Cure. The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

IV) Compensation.

4.1 City's Obligation. In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the Work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Ridgefield and the laws of the State of Washington, the following sum as indicated, which includes Washington State Sales Taxes as applicable: \$ _____.

- i) The amount finally to be paid is, however, variable upon the work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Proposal and as modified by any and all approved Change Orders.

ii) 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 under this Contract.

4.2 Payment to the Contractor. Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate and upon the Contractor's and subcontractor's full compliance with all contractual requirements. For projects greater than \$35,000 a sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

4.3 Prevailing Wage Documentation. No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department a Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three (3) years from the date of acceptance as described in WAC 296-127-320. Contractor and all subcontractors shall, within ten (10) days after it receives a written request, as defined by RCW 39.12.010(4) file a certified copy of the payroll records with the City, or as required per the funding source(s), whichever is more restrictive or advantageous to the City, at the City's sole discretion. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

4.4 Retainage. If applicable, release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

V) Payment of Labor.

5.1 Prevailing Wage. The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the initial contract year. However, if the Contract is awarded more than six months after the bids were due, the prevailing wage rates in effect on the award date shall apply. If extended, the Contract shall have prevailing wage rates updated annually on the Effective Date of the Contract. An Intent to Pay Prevailing Wages must be filed at the beginning of this Contract and an Affidavit of Wages Paid for prevailing wages paid must be submitted

annually for all work completed within the previous twelve (12) month period of this Contract.

- 5.2 Wage Disputes.** In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.
- 5.3 Employment of Labor.** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.
- 5.4 Payment to Suppliers.** The Contractor agrees to pay in a timely manner all suppliers of labor, materials, and equipment utilized in operations under the Contract.

VI) Discrimination Prohibited.

- 6.1 Discrimination Statement.** In the performance of all Work under this Contract, the Contractor, or its employees, agents, subcontractors or representatives, shall not discriminate against any person because of sex, 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, based upon a bona fide occupational qualification in relationship to hiring and employment. The Contractor shall comply with the Washington Law Against Discrimination (Chapter 49.60 RCW) and with any other applicable federal or state law or local ordinance regarding non-discrimination, including but not limited to 23 USC 3; 29 USC 12 (V); 42 USC 21(V); 42 USC 76; 42 USC 126; 49 CFR 21; and 23 CFR 200. Any material violation of this provision shall be grounds for immediate termination of this Contract by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.
- i)** In the event project funding so requires, the Contractor agrees to be bound by the assurances set forth in Exhibit "A" and to include and require in every sub-contract, the sub-Contractor's agreement to the assurances of Exhibit A, unless exempt by the Regulations or directives issued pursuant thereto.

VII) Insurance.

- 7.1 Insurance Term.** The from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.
- 7.2 No Limitation.** 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.

7.3 Minimum Scope of Insurance. Contractors required insurance shall be of the types and coverage as stated below:

- i) Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

7.4 Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation	

Per Occurrence - coverage as required by the Industrial Insurance laws of the State of Washington.	

- 7.5 **Other Insurance Provision.** The Contractor’s Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor’s insurance and shall not contribute with it.
- 7.6 **Contractor’s Insurance for Other Losses.** The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor’s employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor’s agents, suppliers, Contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.
- 7.7 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- 7.8 **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the Work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors’ coverage.
- 7.9 **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two (2) business days of their receipt of such notice.
- 7.10 **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.
- 7.11 **Subcontractors’ Insurance.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, in circumstances where the Subcontractor is not covered by the Contractor-provided insurance. 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 at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20.37.10.01 for completed operations.

7.12 Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of their Subcontractors, lower tier subcontractor, 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.

VIII) Indemnity.

8.1 Indemnity Statement. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all liability including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract, except for injuries and damages caused by the sole negligence of the City. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the City retains the right to participate in said suit.

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. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this Section shall survive the expiration or termination of this Contract.

IX) Change orders.

9.1 Change Orders. Changes to the scope of the Work to be performed, or the amount of the compensation, or the time for completion of the Work may be accomplished only by a written Change Order or Amendment document, signed by the Contractor and the City.

X) Contract Documents.

10.1 Contract Documents and Order of Precedence. The complete Contract includes these parts and any inconsistency in the parts of the Contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Purchase Order issued by the City,
2. Contractor's Work Order,
3. Amendments to the Contract,

4. This Contract,
5. The Request for Small Works Quotation,
6. Change orders, force accounts, supplemental agreements, addenda, or approved revisions to the plans or drawings,
7. Special Provisions,
8. Amendments to the Standard Specifications,
9. 2021 WSDOT Standard Specifications,
10. City of Ridgefield Standard Details,
11. City of Ridgefield Engineering Standards for Public Works Construction,
12. Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
13. Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition,
14. City right of way, or other required City permit.

10.2 Conflicting Provisions. In the event of a conflict between the terms of any Contract Documents, the City Manager or designee shall issue an interpretation to resolve the conflict, which shall be final and binding.

XI) Contractor Responsibilities.

11.1 Contractor Responsibilities for Subcontractors. The Contractor shall include the language of this section in all tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

- i) At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:
- ii) Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
- iii) Have a current Washington Unified Business Identifier (UBI) number;
- iv) If applicable, have:
 - (1) Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - (2) A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - (3) A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - (4) An electrical contractor license, if required by Chapter 19.28 RCW;
 - (5) An elevator contractor license, if required by Chapter 70.87 RCW.
- v) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- vi) Not be currently debarred or suspended from bidding on Public Works Projects by the Federal government. The bidder shall not be listed as a current debarred or

suspended bidder on the U.S. Governments System for Award Management (SAM) website.

XII) Contractor's Bond.

12.1 Bonding Requirements. For Contracts greater than \$35,000 Contractor agrees that, unless otherwise provided in this Contract, before it undertakes performance of this Contract, it will file with the City a Performance Bond and Payment Bond or combined Performance and Security Bond in the full amount of the Contract price, executed by itself as principal and one or more surety companies authorized to do business in the State of Washington as surety. The bond(s) shall be on the forms prescribed by the City, and subject to the approval of the City Attorney or designee and shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW and Chapter 39.04 RCW.

XIII) General Terms and Conditions.

13.1 Modification. No provisions of this Contract may be amended or modified except by written Contract signed by the Parties.

13.2 Waiver and Remedies. Any provision of this Contract which is declared invalid or illegal, shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

13.3 Assignment. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

13.4 Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

13.5 Attorney Fees. In the event either party brings a lawsuit to enforce the terms of this Contract, or arising from a breach of this Contract, the prevailing party shall be entitled to its costs and attorneys' fees for bringing or defending against the action.

13.6 Jurisdiction/Venue. This Contract Governing shall be governed by and interpreted in accordance with the laws of the State of Washington. The venue for any dispute related to this Contract or for any action to enforce any term of this Contract shall be Clark County, Washington.

13.7 Authority. Each individual executing this Contract certifies that the person signing is legally authorized to enter into this binding Contract on behalf of the City and the

Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Contract on behalf of the Contractor or the City.

- 13.8 Ownership of Records and Documents.** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original owner.
- 13.9 Use of City's Name.** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.
- 13.10 Public Disclosure Compliance.** The Parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, 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 responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.
- 13.11 Cooperative Purchasing.** The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 13.12 Independent Consultant.** The Contractor and the City agree that the Contractor is an independent Contractor with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Contract. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise

assuming the duties of an employer with respect to Contractor, or any employee of Contractor.

13.13 Counterparts. This Contract may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Contract.

13.14 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below:

Mr. Kirk Johnson
Finance Director
PO Box 608
Ridgefield, WA 98642
PH:(360) 857-5008
(360) 887-0861
Email: kirk.johnson@ci.ridgefield.wa.us

Notices to Contractor shall be sent to the following address:

Contractor name
Company
Mailing Address
City, State, Zip
Phone:
Email:

13.15 Entirety of Contract. This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.

13.16 Ratification. Acts taken pursuant to this Contract but prior to its Effective Date are hereby ratified and confirmed.

By signing below, Contractor accepts the terms and conditions of this Contract and specifically acknowledges and agrees that the provisions contained herein have been mutually negotiated by the Parties.

signatures on next page

Executed by the Contractor on

_____, 20__.

Signature

Printed

Title

Executed by the City of Ridgefield on

_____, 20__.

Signature

Printed

Title

Attest:

City Clerk

EXHIBIT "A"

TITLE VI ASSURANCES

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this CONTRACT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the

CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.