



CR# _____ Date: _____ PO# & Loc: _____

City of Bellevue
Finance - Procurement Services
425-452-7876

Small Public Work Contract

City of Bellevue Contract Identification Information:

Contract Title: _____

This CONTRACT is entered into the date last below written between the **City of Bellevue, Washington ("CITY")** and - **("CONTRACTOR")**.

1. WORK BY CONTRACTOR

The Contractor shall perform the work described in Attachment "A" (Attachment "A" may include Contractor's Proposal, Scope of Work, Plans, Specifications and any other related Contract documents) which is attached hereto and by this reference is incorporated herein.

2. NOTICE TO PROCEED/TIME OF COMPLETION

- A. No work is to be performed prior to a written Notice to Proceed by the City.
- B. All work under this contract is to be completed:

- _____ days from the Notice to Proceed.
- By this date: _____

3. PAYMENT

- A. The City shall pay the Contractor for the work performed under this contract as follows:

- Time and material; Not to exceed _____.
- Lump Sum Price set forth in the Contractor's Proposal; Not to exceed: _____.
- Unit prices set forth in the Contractor's Proposal; Not to exceed _____.

The Contractor shall do all work and furnish all tools, materials, and equipment, in accordance with and as described in the Attachment "A" and the Standard Specifications for Road, Bridge, Municipal Construction or the Utilities Engineering Standards, which are by this reference incorporated herein and made a part hereof.

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof; except as are mentioned in the specifications to be furnished by the City of Bellevue.

- B. The Contractor shall maintain time and expense records, which may be requested by the City. The Contractor shall submit invoices to the City for payment for work performed. All invoices must reference the City's contract/purchase order number (listed above). Invoices shall be in a format acceptable to the City.
- C. The City shall pay all invoices from the Contractor by mailing a City warrant within 30 days of receipt of a properly completed invoice including compliance with all required public works and prevailing wage processes.
- D. All records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the City for a period of three (3) years after final payment. Copies shall be made available to the City upon request.

- E. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the work to comply with the requirements of this Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract documents.

4. RESPONSIBILITY OF CONTRACTOR

- A. Safety. The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall erect and properly maintain at all time, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or unusual hazards.
- B. Correction of Defects. Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered within one year after acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after acceptance of the corrections by the City. The Contractor shall start work to remedy such defects within seven (7) days of mailing notice of discovery thereof by City and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections at the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.
- C. Warranty. The Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims which may be made against the City as a result of any defective work and the Contractor shall defend any such claims at its own expense. Where materials or procedures are not specified in the Contract document, the City will rely on the professional judgment of the Contractor to make appropriate selections.
- D. Nondiscrimination/Affirmative Action. The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, gender, age or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of this nondiscrimination clause.
- E. Employment. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. Any and all claims that may arise under the Workers Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged in any of the work or services provided for or rendered herein, shall not be the obligation of the City.

5. COMPLIANCE WITH LAWS

- A. The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, disability, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. Without limiting the foregoing, Contractor agrees to comply with the provisions of Attachment "D", attached hereto and incorporated herein by this reference. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of this nondiscrimination clause.
- B. The Contractor shall comply with all federal, state and local laws and regulations applicable to the work to be done under this Contract.
- C. Any violation of the provisions of this Paragraph 5 shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

6. TERMINATION OF CONTRACT

- A. This Contract shall terminate upon satisfactory completion of the work described in Attachment "A" and final payment by the City.
- B. The City may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient, by giving 10 days written notice to the Contractor, upon the occurrence of any one or more of the events hereafter specified:
 - 1. The Contractor makes a general assignment for the benefit of its creditors.
 - 2. A receiver is appointed as a result of the insolvency of the Contractor.
 - 3. The Contractor persistently or repeatedly refuses or fails to complete the work required herein.
 - 4. Contractor fails to make prompt payment to subcontractors for material or labor.
 - 5. Contractor persistently disregards federal, state or local regulations and ordinances.
 - 6. Contractor persistently disregards instructions of the Contract Administrator, or otherwise substantially violates the terms of this Contract.
 - 7. The City determines that sufficient funds are not available to fund completion of the work contracted for.
- C. In the event this Contract is terminated by the City, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in Attachment "A" is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, the Contractor and its surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

7. OWNERSHIP OF DOCUMENTS

- A. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request.
- B. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

8. CLAIMS

Any claim against the City for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to the City within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the City for final payment. The Contractor, upon making application for final payment, shall be deemed to have waived its right to claim for any other damages for which a claim has not been made, unless such application for final payment includes notice of additional claim and fully describes such claim.

9. GENERAL ADMINISTRATION AND MANAGEMENT

The Director of the Department, or his/her designee, shall have primary responsibility for the City under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.

10. HOLD HARMLESS

- A. The Contractor shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51 RCW. In the event the City obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- B. The City shall protect, defend, indemnify and save harmless the Contractor, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City. The City agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51 RCW. In the event the Contractor obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the City.
- C. The Contractor will indemnify, defend, and hold the City (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent contractors, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the Contractor's breach of any obligations, representations, or warranties under the Agreement, (b) the Contractor's outside business activities, or (c) the infringement or misappropriation by the Contractor of any foreign or United States patent, copyright, trade secret, or other proprietary right in results.

11. INSURANCE

The Contractor shall maintain insurance as set forth in Attachment "B".

12. PREVAILING WAGE

This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. On Public Works projects, funded in part or in whole with Federal Funds, laws and regulations shall also be applicable. NO WORKER, LABORER OR MECHANIC EMPLOYED IN THE PERFORMANCE OF ANY PART OF THIS CONTRACT SHALL BE PAID LESS THAN THE PREVAILING RATE OF WAGE as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for the Contract is made a part of this contract as set forth in Attachment "C" to this contract or as subsequently amended.

Prior to making any payment under this Contract, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages on Public Works Contracts" from the Department of Labor & Industries.

It is the Contractor's responsibility to obtain and file the "Statement of Intent to Pay Prevailing Wage". The Contractor shall be responsible for all filing fees.

Each invoice may include a signed statement that prevailing wages have been paid by the contractor and all subcontractors. Following the final acceptance of services rendered, the Contractor shall submit an "Affidavit of Wages Paid".

13. INDEPENDENT CONTRACTOR

The Contractor is and shall be at all times during the term of this Contract an independent contractor and not an employee of the City.

14. GENERAL PROVISIONS

- A. **Governing Law; Forum.** The Agreement will be governed by the laws of Washington and its choice of law rules. The Contractor irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.
- B. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. The City and the Contractor agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- C. **Nonwaiver.** Any failure by the City to enforce strict performance of any provision of the Agreement will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of the Agreement.
- D. **No Assignment.** Neither the Agreement nor any of the rights or obligations of the Contractor arising under the Agreement may be assigned, without the City's prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.
- E. **City Marks.** The Contractor will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- F. **Notices.** All notices and other communications under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth below.
- G. **Legal Fees.** In any lawsuit between the parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.
- H. **Counterparts.** The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

15. LOW RESPONSIBLE BIDDER

It is the intent of Owner 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. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:

1. Provide a current certificate of registration in compliance with chapter 18.27 RCW, which must be in effect at the time of bid submittal;
2. Provide a current Washington Unified Business Identifier (UBI) number;
3. Provide proof of Industrial Insurance (worker's compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW or provide a signed certification that such insurance is not required;
4. Provide a current Washington Employment Security Department number, as required in Title 50 RCW or provide a signed certification that such number is not required;
5. Provide a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW or provide a signed certification that such number is not required;
6. Provide a signed certification that the bidder is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

16. SUBCONTRACTOR RESPONSIBILITY

- A. At the time of the execution of any subcontract, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria by requiring each subcontractor to:
 1. Provide a current certificate of registration in compliance with chapter 18.27 RCW, which

- must be in effect at the time of bid submittal;
2. Provide a current Washington Unified Business Identifier (UBI) number;
 3. Provide proof of Industrial Insurance (worker's compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW or provide a signed certification that such insurance is not required;
 4. Provide a current Washington Employment Security Department number, as required in Title 50 RCW or provide a signed certification that such number is not required;
 5. Provide a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW or provide a signed certification that such number is not required;
 6. Provide an electrical contractor license, if required by Chapter 19.28 RCW;
 7. Provide an elevator contractor license, if required by Chapter 70.87 RCW; and
 8. Provide a signed certification that the subcontractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- B. The Contractor shall include the language of this section in each of its first 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.

17. EXTENT OF CONTRACT/MODIFICATION

This Contract, together with the attachments and/or addenda, represents the entire and integrated Contract between the parties hereto with respect to the scope of work described herein and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to such scope of work. This contract may be amended, modified or added to only by written instrument properly signed by both parties hereto.

In witness whereof, the parties have executed this Agreement and it shall be effective as of the last date written below.

Contractor:

City of Bellevue:

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____
 UBI #: _____
 Phone #: _____

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____
 Approved as to form
 By: _____

Attachment "A"
Scope of Work

Sample

Attachment "B"

Insurance Requirements

The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

A. Minimum Insurance

1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate;
2. Stop Gap/Employer's Liability coverage with limits not less than \$1,000,000 per accident/disease;
3. Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto;
4. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington

B. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City.

C. Other Provisions

1. Commercial General Liability policies shall be endorsed to:
 - a. Include the City, its officials, employees and volunteers as additional insureds;
 - b. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City,
2. Contractor or its Insurance Agent/Broker shall notify the City of any cancellation, or reduction in coverage or limits, of any insurance within seven (7) days of receipt of insurers' notification to that effect.

D. Acceptability of Insurers

Insurance shall be placed with insurers with a rating acceptable to the City

E. Verification of Coverage

Contractor shall furnish the City with certificates of insurance required by this clause. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

Contractor shall require subcontractors to provide coverage which complies with the requirements stated herein.

Attachment "C"
Small Public Work Contract
Prevailing Wage Rate Requirements

The State of Washington prevailing wage rates for King County apply to work performed under this contract. The applicable prevailing wage rates may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

A copy of the applicable prevailing wage rates are available for viewing at the City of Bellevue's Procurement Services office, located at Bellevue City Hall 450 110th Ave NE, Bellevue, WA 98004. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project. Prevailing Wage rates for prevailing wage contracts are published on the first business day of February and the first business day of August of each year. These rates become effective thirty days after the date of publication. Maintenance services (e.g.: janitorial, landscape, etc.) contracts of more than one year duration shall be modified for potential future variance in applicable prevailing wages each year after the first year of the contract. Prevailing wage increases shall be adjusted on the annual anniversary date of the Contract.

Contractor agrees to alter the wages it pays its employees on an annual basis in order to recognize and follow the most recently promulgated increases in prevailing wage rates established by the State of Washington Department of Labor and Industries (L & I) each year. Contractor acknowledges that the City has borne the cost of the increase in wages due employees under WAC 296-127-023 for the duration of the contract and included these increase in the original contract amount. Should the increase in wages due to employees exceed the contract amount, the Contractor must notify the City forty-five (45) days prior to the anniversary date of the contract in order to amend the contract. Failure of the Contractor to comply with the terms of this section may be considered by the City to be a material breach of this agreement.

Intents and Affidavits

Prevailing Wage contracts require that each and every Contractor and Sub-Contractor ("Contractors") on the contract file the Statement of Intent to Pay Prevailing Wages (Intent), and Affidavit of Wages Paid (Affidavit) Public Works contract form. The Contractors are responsible for filing all forms with L&I and shall be responsible for paying all filing fees. Once forms are approved by L&I, Contractor shall submit forms to the City. There is no minimum dollar contract amount. Intent and Affidavit forms are required for every prevailing wage contract regardless of the size of the contract.

The Intent form is filed annually on the anniversary date of the contract. The City shall not make the first annual payment until Contractors have submitted an Intent form that has been approved by the Industrial Statistician.

The Affidavit form is filed prior to the final payment of the annual contract. The City shall not release final annual payment until all contractors have submitted an Affidavit form that has been certified by the industrial statistician.

For additional information, contact:

State of Washington
Department of Labor and Industries
Prevailing Wage Section – Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540
<http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>

Aquatic Invasive Species Decontamination Protocols

New Zealand mudsnails (*Potamopyrgus antipodarum*) have been detected in streams within the City of Bellevue. To prevent the spread of this invasive species in accordance with RCW 77.15.253, 77.15.290, and 77.15.250, all stream projects shall meet the following requirements:

- Contractors shall ensure that all equipment is clean and decontaminated of any potential invasive species prior and after working in Bellevue streams. Equipment with mud or debris shall not be allowed to be deployed.
- Workers shall follow the procedures in the Washington Department of Fisheries DRAFT 'Agency Field Gear Decontamination Protocol', dated June 24, 2011 (or the latest version of this document) located at the following pathway: <http://www.bellevuewa.gov> then go to "Find", "Bids, RFP's and RFQ's". The procedures are listed in "Invasive Species Management Protocols" under "Procurement Documents".
- All equipment shall be quarantined in an area where mud, debris, or water cannot be tracked into other streams or storm drainage catch basins.
- All equipment shall be brushed or sprayed on-site so no invasive species can be dislodged during transport prior to full decontamination. The on-site cleaning shall occur in a way that mud, debris, or water cannot be tracked into other streams or storm drainage catch basins. All equipment shall be decontaminated at a site that drains to wastewater (such as a commercial car wash) prior to use in other stream projects.

Additional information regarding New Zealand mudsnails can be found at the Washington Department of Fish and Wildlife website at <http://wdfw.wa.gov/ais/>.

All Recipients must sign in the space provided below acknowledging they have read and understand the above information.

Acknowledged by:

Signature

Firm