



## **CONTRACT PROVISIONS**

## **HAZARDOUS TREE REMOVAL SERVICES**

**BID 9354**

**CITY OF SHORELINE  
UNIT PRICED CONTRACT  
INVITATION TO BID**

**PROJECT TITLE: HAZARDOUS TREE REMOVAL SERVICES  
BID 9354**

**BID DUE DATE: No later than June 26, 2019, 2:00 p.m., Pacific Local Time Exactly**

**I. CALL FOR BID**

Notice is hereby given that sealed bids will be received by Shoreline City Clerk's Office at the Shoreline City Hall, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905. Bids are due no later than 2:00 p.m. EXACTLY, Pacific Local Time, according to the clock in the City Clerk's office, June 26, 2019, at which time the bids will be opened and publicly read.

The City of Shoreline seeks a Contractor to furnish all labor, materials, and equipment necessary to meet the business and operational needs of the City for the category of work referenced above. The work shall include, but is not limited to the timely removal of hazardous trees and ancillary work, such as stump removal and clean-up, necessary to complete the hazardous tree removal work. The work sites are located in the public rights-of-way, parks and other City-owned and/or operated facilities within the boundaries of Shoreline, WA.

All bidding shall be based upon compliance with the Contract Plans and Contract Provisions.

**Estimated Annual Contract Value**

\$75,000

No site visit is planned for this project.

**Term**

The initial term of this contract shall be three years with the City having the option to renew for one additional year and shall not exceed \$300,000 including Washington State sales tax, whichever occurs first.

**Bid Documents**

Plans, specifications, addenda, and the bidders (plan holder) list for this project may be viewed or ordered on-line from Builder's Exchange at <http://www.bxwa.com>. To access on-line, click on "bxwa.com", "Posted Projects", "Public Works", "City of Shoreline", and "Project Bidding". Bidders must register with Builder's Exchange to be notified of addendum and new documents on this project. It is the Bidder's responsibility to check for addenda and other new documents on-line.

Each bid shall be accompanied with a certified check, cashier's check, or surety company bid bond, on a form acceptable to the City, from State-licensed Surety Company as surety, in an amount not less than 5% of bid amount, payable to City of Shoreline

Proposals are to be submitted only on the forms provided in these Contract Provisions. Incomplete proposals and proposals received after the time fixed for the opening will not be accepted or considered. Faxed responses are not acceptable. Substitutions will not be accepted during the bid process. All bidders must certify that they are not on the Comptroller General's list\_of ineligible

contractors nor on the list of parties excluded from Federal procurement or non-procurement programs.

Bids may not be withdrawn after bid opening.

The City expressly reserves the right to reject any or all bids and the right to waive any informalities or irregularities and to further award the Project to the lowest, responsive, responsible bidder as it best serves the interest of the City.

The City of Shoreline, 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 insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 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.

## II. INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS

1. **Bid Form:** No bid shall be considered except those submitted on the Bid Proposal forms included with the Contract Provisions. Substitutions will not be accepted during the bid process.
2. **Interpretation of Contract Documents:** No oral interpretations will be made to any Bidder as to the meaning of the bid or contract documents; and any oral communication is not binding upon the City of Shoreline. Requests for an interpretation or questions in regard to this project must be directed via email to Tony Hamilton at [thamilton@shorelinewa.gov](mailto:thamilton@shorelinewa.gov). Questions via phone will not be accepted. Bidders shall submit questions no later than 2:00 p.m., June 19, 2019, Pacific local time. Any interpretation deemed necessary by the City will be in the form of an addendum to the Bid documents. Addendums will be posted on the Builder's Exchange website. All addenda shall become part of the bid specifications. Where a response or addendum from the City cannot be obtained prior to the bid opening, it is understood that the Bidder has made provisions for a more costly method before submitting the bid. Where conflicts or omissions occur in Plans, Specifications, or other related Contract Documents (such as manufacturer's instructions, reference standards, and regulatory agencies and codes), Bidders shall assume the more stringent requirements and verify with the City before beginning work.
3. **Addenda:** No alteration or modification of the terms and conditions of these Contract Documents will be binding unless included in a written addendum issued and approved by the City. Bidders are responsible for checking the City of Shoreline link on the Builder's Exchange website, for the issuance of any addenda prior to submitting a bid. Bids shall reflect performance according to the Addenda. No Bid Bond, if required, shall be released for failure to consider Addenda.
4. **Signature:** Each bid must be signed in longhand by the Bidder with the Bidder's usual signature. Bids by partnership must be signed by one of the managing partners, followed by the partner's printed name. Bids by corporations must be signed by an officer having authority to sign, followed by the officer's printed name and position.
5. **Non-Collusion:** By bid signature the Bidder certifies that the Bid is non-collusive, and not made in the interest of any person not named, and that the Bidder has not induced or solicited others to submit a sham offer, or to refrain from proposing.

6. **Gifts:** The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Bidder shall not give a gift of any kind to City employees or officials at any time, even after award of a contract.
7. **Submission of Bids:** To receive consideration, bids must be submitted prior to the specified time for opening, in a sealed envelope, clearly marked with company name, address, telephone number, bid number, title of bid, and time of opening to the City of Shoreline, City Clerk's Office. Bidders assume the risk for the method of delivery chosen. The City assumes no responsibility for delayed delivery. No oral, telephonic or facsimile bids or modifications will be accepted. Any bid or modification of a bid received at the City of Shoreline after the stated time and date for the bid closing will not be accepted or considered.

Bids remain confidential until bid opening after which bids are considered a public record subject to public disclosure under Chapter 42.56 RCW. Bidder shall mark as "proprietary" any information that Bidder believes meets the exemption under RCW 42.56.270(1). This designation will be considered by the City in response to public records requests. Bid results will be made available as soon as practical following the bid opening at the time and date specified. Bid results may be viewed on-line at the City of Shoreline link on Builder's Exchange website: <http://www.bxwa.com> and also at the City of Shoreline website: <http://www.shorelinewa.gov/> - Bids & RFPs.

8. **Withdrawal of Bids:** Any Bidder may withdraw their Bid, either personally or by written request, at any time prior to the time set for the Bid submittal deadline.
9. **Bid Price:** The bid price shall include everything necessary to perform and complete each work order/project, including, but not limited to, furnishing all materials, equipment, tools, plant, and other facilities and all management, superintendent's labor and service. The bid shall remain in effect for sixty (60) calendar days after the bid opening. 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 on the Bid Proposal, the total Bid price will be corrected. If tax is calculated improperly, the City shall utilize the correct tax rate and correct the total Bid.
10. **Prevailing Wages:** This project is a Public Work as defined in RCW 39.04.010. The Awarded Contractor shall comply with all state laws relating to employment and wages. The hourly wages to be paid laborers, workers, or mechanics shall not be less than the prevailing rates for an hour's work in the same trade or occupation in King County. The State of Washington prevailing wage rates applicable for this public works project may be found at the following website address of the Department of Labor and Industries, and is made part of this contract: <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>. The applicable effective date for prevailing wages for this project is the bid submittal date. A copy of the applicable prevailing wage rates are also available for viewing at the offices of the City, located at 17500 Midvale AVE N, Shoreline, WA 98133-4905. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

The cost of filing Prevailing Wage forms with the State Department of Labor and Industries shall be at no additional cost to the City.

No payment will be made on this contract until the contractor and each and every subcontractor has submitted a 'Statement of Intent to Pay Prevailing Wages' that has been approved by the Department of Labor and Industries. No final payment or release of any retainage will be made

until the contractor and each and every subcontractor has submitted an 'Affidavit of Wages Paid' following L&I filing requirements, and that has been approved by the Department of Labor and Industries.

Contractor is responsible for filing forms pursuant to L&I requirements. At time of bid these requirements were known to be as follows:

Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve month period of the unit priced contract.

The City shall adjust the prevailing wages (hourly wage rates and fringe benefits) bid by the Awarded Contractor annually. In order to calculate the change in prevailing wages due to the Awarded Contractor, the Awarded Contractor shall provide to the City a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages (hourly wage rates and fringe benefits).

11. **Estimated Quantities:** The unit quantities shown in the bid submittal sheet are estimates and are stated only for bid comparison purposes. The City does not warrant that the actual quantities of work will correspond with those estimates. The City reserves the right to increase or decrease any of the quantities shown without adjusting the unit contract prices by Change Order. Payment will be made on the basis of the actual quantities satisfactorily completed in accordance with the Contract requirements.
12. **Examination of Site and Contract Documents:** The submission of a bid shall constitute an acknowledgment upon which the City may rely that the bidder has thoroughly examined and is familiar with the Contract Provisions, including addenda, work site identified in such documents, and all applicable statutes, regulations, ordinances, and resolutions dealing with or related to the work and services to be provided herein. The failure or neglect of a bidder to examine such documents, work site(s), statutes, regulations, ordinances, or resolutions shall in no way relieve the bidder from any contract obligations. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Provisions, work site(s), statutes, regulations, ordinances, or resolutions.
13. **Contract Bond:** A contract bond equal to 25% of the amount of the total contract value, including sales tax is required.

As required, the Awarded Contractor shall furnish an approved Contract Bond, on the forms enclosed herein. The Contract Bond shall be in force through the term of the contract including any extensions until final completion and acceptance by the City, and also for such period following acceptance by the City which the law allows liens to be filed. After the date of final completion and any lien period, the Contract Bond will be released once all required releases have been received by the applicable state agencies. 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 and be a company acceptable to the City.

14. **Indemnification/Hold Harmless:** The Awarded Contractor shall defend, indemnify and hold the City and its officers, agents, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, costs, and expenses arising out of or in connection with the performance of the contract, except for injuries and damages caused by the sole negligence of the City.

This Agreement is subject to RCW 4.24.115. 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 the contract.

15. **Insurance:** The Awarded Contractor shall obtain and keep in force during the term of the contract and until 30 days after the physical completion date, unless otherwise indicated below, the following insurance with insurance companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW. The insurance provided must be with an insurance company with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the State of Washington. The Awarded Contractor shall provide the City with written notice of any policy changes, cancellations, or reduction in coverage within two (2) business days of the receipt of such notice. Exceptions to form must be approved by the City's Risk Manager. **The City's contract number must be referenced on the insurance forms(s).**

- A. Commercial General Liability Insurance shall be written with limits of liability of no less than \$1,000,000 combined single limits, per occurrence and \$2,000,000 in aggregate, and shall include:
1. Premises & Operations;
  2. Owners and Contractors Protective;
  3. Products Liability, including completed Operations Coverage for one (1) year;
  4. Contractual Liability;
  5. Broad Form Property Damage;
  6. Commercial Form (to include Bodily Injury);
  7. Employees as Additional Insured;
  8. Explosion, Collapse & Underground Hazard;
  9. Independent Contractors;
  10. Personal Injury;
  11. Stop Gap;
  12. Cross Liability Clause.
- B. Automobile Liability shall be written with \$1,000,000 Combined Single Limit.
- C. Builder's Risk Liability Insurance is required for all contracts that require new construction, for the full value of the structure, and with no more than \$10,000 deductible.
- D. Additional Named Insured Endorsement shall include the City of Shoreline as Additional Named Insured. A Certificate of Insurance including the Additional Named Insured Endorsement shall be filed with the City after award, but prior to execution of the contract.
- E. The Certificate of Insurance (ACCORD Form 2009/09) cancellation clause shall be revised to read as indicated below. Exceptions to this requirement must be approved by the City.

Insurance shall be written on an occurrence and not a claims made basis, and shall be primary to any other insurance or risk pool coverage of the City.

Failure of the Awarded Contractor to fully comply with the requirements set forth herein regarding insurance shall be considered a material breach of Contract and shall be cause of immediate

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

16. **Taxes:** Taxes are to be paid by the City as indicated on the Bid Proposal Sheet. Where no line item is provided for Washington State Sales Tax, Rule 171 (WAC 458-20-171) applies.
17. **Business License:** As mandated by SMC 5.05.030, if awarded the contract, the Awarded Contractor shall obtain a City of Shoreline business license prior to the execution of the contract and shall maintain the business license in good standing throughout the term of the contract.
18. **Low Responsible Bidder:** It is the intent of the City to award a contract to the low responsible bidder. Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation demonstrating compliance with the criteria.

**A. State Responsibility Criteria.** The Bidder must meet the following state responsibility criteria as set forth in RCW 39.04.350:

- 1) At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
- 2) Have a current Washington State Unified Business Identifier (UBI) number.
- 3) If applicable:
  - a) Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
  - b) Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
  - c) Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.
- 4) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- 5) 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 Washington State 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.

**B. Supplemental Bidder Responsibility Criteria.** If supplemental criteria apply to this project, the criteria are included in "Attachment A." The Bidder may make a written request for the City to modify any or all of the supplemental criteria. Modification of supplemental criteria shall be the City's discretion. Any modifications to the supplemental criteria shall be made by addenda prior to bid opening as set forth in Section 4.

19. **Subcontractor Responsibility:** The Awarded 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. At the time of subcontract execution, the Awarded Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

- A.** At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
- B.** Have a current Washington State Unified Business Identifier (UBI) number.

- C. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- D. If applicable:
  - 1) Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
  - 2) Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
  - 3) Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW
- E. Have an electrical contractor license, if required by Chapter 19.28 RCW;
- F. Have an elevator contractor license, if required by Chapter 70.87 RCW;
- G. Not be disqualified from bidder on any public works contract under RCW 39.06.010 or 39.12.065(3).

**20. Non-Responsive Bids:** Any documents supplementing or deviating from the expressed requirements of the Invitation to Bid and the other Bid documents may result in the rejection of Bid as non-responsive.

**21. Bid Errors:** Except for automatic corrections that must be made by the City under Section II-8, a Bidder who wishes to claim error after the Bids have been opened and tabulated shall submit a notarized affidavit signed by the Bidder, accompanied by original worksheets used in preparation of the Bid, requesting relief from the Award. The affidavit shall describe the specific error(s) and certify that the worksheets are the originals used in the preparation of the Bid.

The affidavit and worksheets must be received by the City before 5:00 PM Pacific local time on the next business day following the day of the Bid opening or the claim of error will not be considered. The City will review the certified worksheets to determine the validity of the claimed error. If the claim of error is allowable under applicable law, the Bidder will be relieved of responsibility, and the Bid Deposit of the Bidder claiming error will be returned. Thereafter, at the discretion of the City, all Bids may be rejected or an award made to the next lowest responsive, responsible Bidder.

A low bidder on a public works project who claims error and fails to enter into a contract is prohibited from bidding on the same project if a second or subsequent call for bids is made for the project.

**22. Bid Protest:** Any Bidder may file a written protest against award of the contract to the lowest bidder within two full business days of bid opening. A protest submittal shall be delivered to the City of Shoreline, City Clerk, 17500 Midvale Ave N, Shoreline, WA 98133-4905, phone (206) 801-2700 with the words "Bid Protest" prominently and clearly displayed on any outer cover containing the protest notice as well as the notice itself. The following minimum information must be included in the written protest notice: 1) the name, address and phone number (including area code) of the protesting bidder; and 2) the protesting bidder's contact person's name and telephone number (including area code); and 3) a statement(s) describing the nature of the protest; and 4) the City bid number and title.

If the City intends to award the contract to other than the low bidder, a notice of intent to award shall be sent to all bidders. Any Bidder other than the selected bidder may protest the award using the procedure outlined above within five (5) business days of mailing the notice or two (2) business days of actual receipt by electronic facsimile or personal delivery.

No contract shall be executed earlier than two (2) business days (excluding holidays and weekends) from the date a written protest is received.



23. **Award of Contract:** The City reserves the right to reject any or all bids, to accept the bid of the lowest responsive, responsible bidder, to call for new bids, or waive any informalities in the bidding. Upon award of the contract, the successful Bidder will receive a Notice of Award and Contract Documents. The awarded Bidder (Contractor) 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.
24. **Notice to Proceed:** The Awarded Contractor shall not commence work until a Notice to Proceed for each task/project has been issued by the City. An initial Notice to Proceed will be given after the Contractor has submitted a completed W-9 form and after the contract has been executed by the City and the Contractor, and where applicable, by any State or Federal agencies responsible for funding any portion of the Project. The time allowed for Physical Completion of the work shall begin as of the date specified in the Notice to Proceed, or if no date is specified, the next working day following the date of the Notice to Proceed.
25. **Work Orders:** The work shall be assigned by the City through work orders.
26. **Request to Subcontract Work:** The Awarded Contractor shall complete and submit to the City a Request to Subcontract Work form three (3) working days prior to a subcontractor performing the work. No more than fifty percent (50%) of the work performed under this contract may be performed by subcontractors.
27. **Assignment:** The Awarded contract, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Contractor to any other person or entity without the prior written consent of the City, which consent will not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor as stated herein.
28. **Payment:** The Awarded Contractor shall be paid, upon submission of a proper itemized invoice, the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein. Submitted invoices must contain the following minimum information
- A. Contract Number
  - B. Work Order number
  - C. Bid item number, bid quantity, unit, unit price and description as appropriate
  - D. Sales Tax as applicable

The Payment Request will be reviewed by the City before payment is made. If the City is in disagreement with the Payment Request, the City shall file a notice of dispute. Contractor shall be paid or a notice of dispute sent within thirty (30) days after the Payment Request is received by the City.

In accordance with RCW 51.12.050, the City reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the Contractor or Subcontractors.

29. **Retainage:** RCW 60.28.011 states that public improvement contracts shall provide, and public bodies shall reserve, contract retainage not to exceed five (5) percent of the moneys earned by the Awarded Contractor as a trust fund for the protection and payment of claims and taxes.

For projects with retainage requirements, the Awarded Contractor will complete and furnish to the City a Retainage Instruction form. Retained funds are held until released by the City upon compliance with all other City, State and Federal requirements. The City shall not release retainage until it has received releases from the State Department of Revenue, Employment Security, the State Department of Labor & Industries, any liens, and receipt of approved Affidavits of Wages paid for the Contractor and each and every subcontractor.

The City will issue payment on the retainage amount forty-five days after the City has accepted the contract as complete or upon receipt of all necessary releases, whichever is later.

- 30. Applicable Law and Forum:** The Awarded Contractor shall comply with all federal, state and local laws, rules, regulations applicable to its performance. The Contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising from here shall be brought in King County Superior Court.

# **Bid Submittal Checklist**

- ☐ **BID PROPOSAL SHEET (3 Pages)**
- ☐ **STATEMENT OF QUALIFICATIONS (2 Pages)**
- ☐ **BID BOND**
- ☐ **CERTIFICATION OF COMPLIANCE WITH WAGE  
PAYMENT STATUTES (RCW 39.04.350)**

**Failure to submit all of the above items will result in the bid being non-responsive.**

## **BID PROPOSAL SHEET (Page 1 of 3)**

### **Hazardous Tree Removal Services Bid 9354**

**BID DUE No Later than JUNE 26, 2019, 2:00 PM, EXACTLY, PACIFIC LOCAL TIME**

Having carefully examined all documents enclosed herein, the undersigned proposes to perform all Work in strict compliance with all documents, for the amount set forth below.

**SCHEDULE:** Work shall be completed within fourteen (14) working days after the indicated starting date appearing in an official "Notice to Proceed" issued by Shoreline.

**BID ITEM QUANTITIES:** Bid item quantities are based on the estimated annual project scope of work. Quantities of items will be determined based on the actual work performed and may vary on an annual basis.

**BID AWARD:** Determination of low bidder will be made on the basis of the 'Total Base Bid Price'. The below signed bidder acknowledges that bids must be submitted for the base bid. Partial bids will not be considered.

**METHOD OF MEASURING:** Trees to be removed shall be measured per inch of diameter. Diameter at Breast Height (DBH): the diameter shall be measured at a point four feet six inches (4'6") above the highest ground level.

**COMPANY NAME** \_\_\_\_\_

## BID PROPOSAL SHEET (Page 2 of 3)

### Hazardous Tree Removal Services Bid 9354

#### BASE BID ITEMS (SCHEDULE A)

Item No.	Tree Size/Class and Service Needed	Estimated Annual Quantity	Bid Unit	Unit Price (Figures)	Total Amount (Figures) (Quantity x Unit Price)
1	Tree Removal 6.0 - 15.9" DBH	150 in.	EA		
2	Tree Removal 16.0 - 29.9" DBH	350 in.	EA		
3	Tree Removal Over 30" DBH	200 in.	EA		
4	Stump Grinding 6.0 - 15.9" DBH	150 in.	EA		
5	Stump Grinding 16.0 - 29.9" DBH	350 in.	EA	.	
6	Stump Grinding Over 30" DBH	200 in.	EA		
7	Flagger	40	Hour		

DBH = Diameter at Breast Height (measured 4'6" off the ground)

SUBTOTAL BASE BID \$ \_\_\_\_\_  
(In Figures)

SALES TAX (10.2%) \$ \_\_\_\_\_  
(In Figures)

TOTAL BASE BID \$ \_\_\_\_\_  
(In Figures)

\_\_\_\_\_  
(Total Base Bid to be written in words)

COMPANY NAME \_\_\_\_\_

## BID PROPOSAL SHEET (Page 3 of 3)

### Hazardous Tree Removal Services Bid 9354

- ☐ This page of the bid form must be signed.
- ☐ Use ink and print legibly.
- ☐ Unit prices, when relevant, are mandatory and shall control.
- ☐ Initial and date any changes, erasures or cross-outs.
- ☐ Initial here \_\_\_\_\_ to verify your Bid considers addenda: \_\_\_\_\_ through \_\_\_\_\_

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

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

State of Incorporation or formation of business entity: \_\_\_\_\_

Location of Washington Office, if any: \_\_\_\_\_

Print Name of Signatory: \_\_\_\_\_

Print Title of Signatory: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# STATEMENT OF BIDDER'S QUALIFICATIONS (Page 1)

Bid Number: 9354

Name of Firm:

Address:

Payment Address:

Contact Person for this Project:

Contact Telephone:

Contact Address:

State of Washington DOL Contractor's Registration Number:

State of Washington UBI Number:

State of Washington Department of Employment Security Number:

Washington State Excise Tax Registration Number:

Federal Tax ID Number:

Number of years the Contractor has been engaged in the construction business under the present firm name, as indicated above:

**Reference Checks:** The City may conduct reference checks for the bidder whose bid is under consideration for award. In the event that information obtained from the reference checks reveals concern about the bidder's past performance on projects identified as meeting the bidder qualification requirements, or their ability to successfully perform the work, the City may determine that the bidder is not responsible bidder and may award to the next lowest bidder who meets the bidder qualification requirements and whose reference checks validate the ability of the bidder to successfully perform the work. In conducting reference checks, the City may include itself or other government agencies and businesses as a reference if the bidder has performed the work, even if the bidder did not identify these sources as a reference.

List any major projects of a similar nature which have been completed by or supervised by the Contractor within the last ten years. List the gross dollar amount of each project.

PROJECT NAME	AMOUNT	OWNER	PHONE NUMBER

## STATEMENT OF BIDDER'S QUALIFICATIONS (Page 2)

1. How many years as a company have you provided construction services?  
Prime contractor:  
Sub-contractor:
2. Do you have any outstanding payments due to the Department of Revenue?  
☐ Yes ☐ No  
If yes, please explain:
3. Do you have any outstanding payments due to the Department of Labor and Industries?  
☐ Yes ☐ No  
If yes, please explain:
4. Do you have any outstanding payments due to the Department of Employment Security?  
☐ Yes ☐ No  
If yes, please explain:
5. Are you listed on any debarment lists?  
☐ Yes ☐ No
6. Are you on the list of parties excluded from the Federal procurement or non-procurement programs?  
☐ Yes ☐ No

By the signature below, Bidder confirms that all information provided is true and correct.

Signature \_\_\_\_\_

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

Date: \_\_\_\_\_

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





## BID BOND

KNOW ALL BY THESE PRESENTS, That we,

of \_\_\_\_\_ as principal, and the

a corporation duly organized under the laws of the state of \_\_\_\_\_, and authorized to do business in the State of Washington, as surety, are held and firmly bond unto the City of Shoreline in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The conditions of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following construction, to wit:

Said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by the City of Shoreline within a period of ten (10) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these present to be signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_  
Bidder Surety

Title \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_



## Certification of Compliance with Wage Payment Statutes

I certify under penalty of perjury under the laws of the State of Washington that

\_\_\_\_\_  
Bidder

is in compliance with the responsible bidder criteria requirement of RCW 39.04.350(1)(g) which provides:

Within the three year period immediately preceding the **date of this solicitation\***,

\_\_\_\_\_  
Bidder

has not been determined by a final and binding citation and notice of assessment issued by the Washington State Dept. of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have knowingly and intentionally violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Location of Place Executed (City, State)

\_\_\_\_\_  
Date

\*Definition: "Date of this solicitation" means the date of publication for formal bids, and the date of request for quotes or small works roster invitations.

## **AWARD DOCUMENTS**



PUBLIC WORKS  
UNIT PRICED CONTRACT

Contract # and Title	
Contractor Name: _____	Date: _____
Address: _____	Department Contact: _____
Contact: _____	Phone: _____
Phone: _____	Email: _____
Email: _____	

**Insurance and Indemnification:** The Contractor shall defend, indemnify and hold the City and all of its employees harmless from any and all liabilities, claims, damages, costs or expenses (including reasonable attorneys' fees) arising from or relating to the work performed under this Agreement to the extent of the Contractor's negligence. The Contractor waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement. Contractor shall secure and maintain, at its own cost and expense, Comprehensive General Liability and Property Damage insurance in the amount of not less than \$1,000,000 for death or injury in any one occurrence and \$1,000,000 for property damage in any one occurrence which provides, at a minimum, the following coverage: Premises and Operation; Explosions, Collapse and Underground Hazards (Where Applicable); Products/Completed Operations; Contractual Liability; Broad Form Property Damage; Independent Contractors; and Personal Injury.

Contractor shall secure and maintain, at its own cost and expense, Comprehensive Auto Liability insurance in the amount of not less than \$1,000,000 per occurrence which provides, at a minimum the following coverages: Owned Vehicles; Non-Owned Vehicles; Hired Vehicles; Property Damage.

This coverage shall be issued from an insurance company authorized to do business in the State of Washington. The City of Shoreline shall be named as additional insured on said insurance in a form acceptable to the City Attorney. The Contractor agrees to repair and replace all property of the City and all property of others damaged by the Contractor, Contractor's employees, subcontractors and agents. It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that the Contractor is familiar with the conditions of materials, climatic conditions, and other contingencies likely to affect the work and has made their bid accordingly and that the Contractor will assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

**Warranties:** If within one year after the completion date of each Work Order, defective and unauthorized Work is discovered, the Contractor shall promptly, upon written order by the City, return and in accordance with the City's instructions, either correct such work, or if such Work has been rejected by the City, remove it from the site and replace it with non-defective and authorized Work, all without cost to the City.

**Nondiscrimination:** The Contractor shall comply with all applicable federal and state laws, and city ordinances, for equal employment opportunity and nondiscrimination laws.

**Gifts:** The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Contractor shall not give a gift of any kind to City employees or officials.

**Business License:** As mandated by SMC 5.05.030, the Contractor shall obtain a City of Shoreline Business License prior to performing any services and maintain the business license in good standing throughout the term of this contract with the City.

**Prevailing Wages:** This contract is subject to prevailing wages according to RCW 39.12.020. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. L&I forms in compliance with Prevailing Wage requirements shall be submitted annually. Contractor shall submit an approved Intent to Pay Prevailing Wages form upon contract execution before any payments can be made. An Affidavit of Wages Paid form must be filed annually at the end of each contract year for all work completed within that contract year. Contractor will pay all fees associated with filing the forms. If any work is subcontracted on a project, Intent to Pay Prevailing Wages and Affidavit of Wages Paid forms must be submitted by each sub-contractor annually.

**Bonds/Retainage:** A Contract Bond is required. Retainage is required and is withheld for each individual work order/invoice until contract close out. The City shall not release retainage until it has received releases from the State Department of Revenue, Employment Security, the State Department of Labor & Industries, any liens, and receipt of approved Affidavits of Wages paid for the Contractor and each and every subcontractor.

**Industrial Insurance Status:** Contractor is responsible for maintaining a current status of their industrial insurance premiums with the Department of Labor and Industries (L&I). Prior to issuing final payment, the City will verify with L&I the status of the contractor's premiums. Under RCW 60.28 the City can withhold and pay the contractor's delinquent premiums from final payment.

**Payment:** The City shall pay the Contractor within 30 days of submittal of a properly itemized invoice.

**Governing Law and Venue:** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

**Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**Entire Agreement:** This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

**Assignment:** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Contractor to any other person or entity without the prior written consent of the City, which consent will not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor as stated herein.

**Term:** The initial term of this contract shall be three years with the City having the option to renew for one additional year and shall not exceed \$300,000 including Washington State sales tax, whichever occurs first. The City has the right to terminate this contract, with or without cause, at any time with 14-day written notice to Contractor.

**Captions:** The titles of sections or any other parts of this Agreement are for convenience only and do not define or limit the contents.

**Counterpart Originals:** This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

**Authority to Execute:** Each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein and that this Agreement is enforceable in accordance with its terms.

<b>Completion Date:</b> _____
<p>The scope of work in accordance with the bid documents, including any addenda, and the schedule of rates and charges are attached as Exhibit A.</p> <p>Prevailing wage rates will be updated annually, using the rates in effect at the beginning of each contract year. No other cost modifications other than prevailing wages will be accepted.</p> <p>Any changes to the rates or additions to the scope attached as Exhibit A will be formalized in a change order to the contract.</p>
The contractor should send invoices to: Accounts Payable at <a href="mailto:accountspayable@shorelinewa.gov">accountspayable@shorelinewa.gov</a>

The contractor shall not start an individual work task/project until the City provides a written Notice to Proceed for that task/project. This agreement shall terminate without cost if an initial Notice to Proceed is not issued within 60 days. The City will not issue a Notice to Proceed before approved evidence of insurance is received.

This agreement is executed by:			
<b>Contractor</b>		<b>Department</b>	
_____	_____	_____	_____
(Signature)	Date	(Signature)	Date
_____		_____	
Print Name		Print Name	

Approved as to form:	
_____	_____
Margaret J. King, City Attorney	Date
Julie Ainsworth-Taylor, Assistant City Attorney	



## Contract Bond

KNOW ALL BY THESE PRESENTS, That we \_\_\_\_\_ of \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are jointly and severally held and bound unto the City of Shoreline, in the penal sum of \_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_), until date of final acceptance, any lien period, and once all required releases have been received by the applicable State agencies, whichever date is later and \_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_), warranty, for one (1) year thereafter, the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents. The CONDITION of this bond is such that:

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Principal, executed a certain contract with the City of Shoreline, by which contract the Principal agrees to furnish all material and do certain work, to wit: the construction of \_\_\_\_\_, according to the maps, plans and specifications made a part of said contract, which contract as so executed is attached hereto and incorporated by reference herein. This bond shall cover all approved change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions, and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things by them undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and for one (1) year warranty period, and shall pay all laborers, mechanics, subcontractors, and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects, faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Attorney-in-fact, Surety

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

## RETAINAGE INSTRUCTIONS MANDATORY FORM

**Contract Title:**

**Contract Number:**

The following is authorized and selected by the Contractor to provide the City instructions on retainage of funds in accordance with the retainage required as stipulated in RCW 60.28.

☐ (1) **Non-Interest Bearing Account:** Have the City retain the required amount in a non-interest bearing fund that the City manages until receipt of all necessary release documents or until 45 days following acceptance, whichever is longer.

☐ (2) **Retainage Bond:** Attach Retainage Bond Form if this option is selected. Contact the City for a Retainage Bond Form.

☐ (3) **Interest Bearing Account:** City deposits the required retainage into an interest-bearing account in a bank, mutual savings bank, or savings and loan association designated by the Contractor, which is designated as not subject to withdrawal until 45 days after acceptance or until agreed to by both parties: PROVIDED that interest on such account shall be paid to the CONTRACTOR. Requires Contractor to establish a separate restricted bank account before selection of this option. Specify Bank:

Name of Bank:

Branch Address:

City/State/Zip:

Account Number:

Bank Contact Name:

Phone Number:

☐ (4) **Escrow:** City places retainage amount into an escrow account with a bank or trust company. Requires Contractor to complete and attach an Escrow Agreement. When the monies reserved are placed in escrow, the agency shall issue a check representing the sum of monies reserved payable to the bank or trust company and the Contractor jointly. This check shall be converted into bonds and securities chosen by the Contractor and approved by the agency and the bonds and securities shall be held in escrow. Interest on the bonds and securities shall be paid to the Contractor as the interest accrues.

Attach Escrow Agreement if this option is selected. Contact the City for an Escrow Agreement.

COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP:

SIGNED: \_\_\_\_\_

NAME: (PLEASE PRINT):

TITLE:

DATE:



# SCOPE OF WORK

**City of Shoreline  
Hazardous Tree Removal Services  
Bid 9354**

**Scope of Work**

**A. BACKGROUND**

The City of Shoreline maintains miles of public rights-of-ways that include vegetation, such as trees, as well as numerous City parks and support facilities. Services under this contract include the timely removal of hazardous trees and ancillary work, such as stump removal and clean-up, necessary to complete the hazardous tree removal work. The work sites are located in the public rights-of-way, parks, and other City-owned and/or operated facilities within the boundaries of Shoreline, WA.

**B. DEFINITIONS**

Except as provided below, all words in this Scope of Work shall be given their ordinary and customary meaning.

1. "Contractor" means the person(s) or organization(s) undertaking to do the Work required by the Contract Documents.
2. "City" means City of Shoreline.
3. "Day" means calendar day.
4. "Work" means all or any part of the performance of the Contractor, the Contractor's agents and/or subcontractors in removing hazardous trees and ancillary work, including stump and tree removal, site clean-up, and traffic and other safety controls.
5. "DBH" means diameter at breast height.
6. "Parks Superintendent" means the City of Shoreline's Parks Superintendent or designated representative.
7. "Tree" means a hazardous tree identified by the City's Parks Superintendent.
8. "Work Order" means the written document issued by the City authorizing specific Work to the Contractor.

**C. QUALITY OF WORK AND MATERIALS**

1. All Work shall be consistent with the most current version of the American National Standard for Tree Care Operations "Tree, Shrub and Other Woody Plant Maintenance - Standard Practices" (ANSI A300), insofar as applicable, except as modified in the Contract Documents.
2. Contractor shall provide all supervision, labor, tools, equipment, supplies, parts, and materials necessary, to perform the Work.
3. The Contractor shall provide the appropriate types and skill levels of personnel necessary to accomplish the Work.
4. All Work shall comply with applicable Occupational Safety and Health Administration (OSHA) standards, ANSI Z133.1, as well as any applicable state

and local regulations, including waste disposal regulations.

5. The Contractor shall rent equipment, at their sole expense, as needed to cover any equipment breakdowns, which would cause a tree not to be removed by designated time of removal.

#### **D. CONTRACTOR'S RESPONSIBILITIES**

1. All of Contractor's responsibilities are the sole responsibility of the Contractor and at the Contractor's sole cost and expense.
2. Contractor shall provide all necessary safety cones, barriers, and equipment at the Work site during the execution of Work.
3. Contractor shall be responsible for the conduct and performance of the Contractor's employees and/or agents.
4. Contractor shall endeavor to maintain good public relations with all people encountered on a Work site. This includes answering questions, being courteous, and, if necessary, directing any questions to the Parks Superintendent.
5. Contractor shall be responsible for the safety of Contractor's employees, agents, and others relative to Contractor's work, work procedures, materials, equipment, transportation, signage, and related activities and equipment.
6. Tree Removal:
  - a. The Contractor shall remove, load, and haul the tree from the Work site within fourteen (14) days of receiving a Work Order from the Parks Superintendent.
    - i. All trees shall be "limbed out" prior to the final cutting of the trunk.
    - ii. The Contractor shall refrain from the practice of felling the tree unless expressly authorized by the Parks Superintendent.
7. Stump Removal:
  - a. The Contractor shall be responsible for calling in utility locates prior to stump removal.
  - b. Stump and buttress roots shall be ground to a depth of not less than ten inches below the elevation of the subgrade, the finished earth surface, or the ground line within seven (7) days of a tree's removal.
  - c. The Contractor shall be responsible for the placing of a barricade, within one (1) hour of the completion of grinding a stump. The barricade shall be placed in such a manner as to protect pedestrians from the stump hole.
  - d. The Contractor shall be responsible for picking up and disposing of the stump grindings. All stump grindings shall be removed from the Work site within two (2) days of the grinding of the stump or prior to a weekend or holiday whichever comes first. Holes created by the stump and root grinding shall be filled, graded, and compacted by the end of each work day.
  - e. Contractor shall promptly notify the Parks Superintendent upon completion of stump removal.
8. Site Clean Up:
  - a. The Contractor shall clean up the Work site, including the removal and disposal of all debris at the completion of each Work day.

- b. Clean up shall include the removal of sawdust, branches, chips, leaves, and limbs from the streets, sidewalks, parking areas, and park land.
- c. All Work sites shall be restored to an equal or better than pre-Work condition.
- d. Unless the Park Superintendent provides a designated location for disposal, Contractor shall be responsible for the proper disposal of all debris.

9. Traffic Control:

- a. The Contractor shall be responsible for all traffic control while performing the Work, including during set-up and clean-up periods, in conforming with the procedures outlined in the most current version of Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State of Washington.
- b. Contractor shall perform the Work so as to cause a minimal interruption to vehicular traffic or inconvenience to pedestrians.
- c. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.

10. Access and Parking:

- a. Access to Work sites shall be from the adjacent public rights-of-way or City-owned property. The Contractor shall not access the Work site from private property without the property owner's consent.
- b. Motorized vehicles shall not be driven on City park pathways, driveway aprons, or public walks while performing Work without the express permission of the Parks Superintendent.
- c. No off-street parking for equipment shall be provided for by the City on any of the City's public properties, except as may be designated by the Parks Superintendent.

11. Work Days and Hours:

- a. All Work shall be performed between the hours of 8:30 a.m. to 3:30 p.m. Monday to Friday, unless otherwise approved in advance by the Parks Superintendent.
- b. No Work shall be permitted on Saturdays and Sundays or on City-recognized holidays as shown below.

City Holidays
New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

**E. WORKFLOW PROCEDURE**

1. The Park Superintendent shall contact the Contractor regarding proposed Work. The Contractor shall respond within two (2) business days to confirm the Contractor's availability to perform the Work.
2. Prior to commencing any Work, the Contractor shall obtain a Work Order issued by the Parks Superintendent.
3. The Work Order shall identify the tree(s) to be removed, the location of the tree(s), and any specific requirements related to the Work.
4. Payment shall not be made for services rendered without a Work Order.
5. The Contractor shall notify the Parks Superintendent on the morning of any workday giving the location of that day's Work. The Parks Superintendent may periodically inspect the Work, monitoring the Contractor's performance for both quality and timeliness.

**F. DAMAGE OR LOSS TO PUBLIC OR PRIVATE PROPERTY**

1. The Contractor shall, at all times, guard against damage or loss to any private or public property, including structures, other trees, shrubs, or lawn.
2. The Contractor shall be responsible for replacing or repairing any such loss or damage in a manner acceptable to the owner of the property on the same Work day as the loss or damage occurred.
3. If the Contractor cannot immediately rectify any loss or damage, the Contractor must provide a temporary solution acceptable to the City or, if applicable, the owner of the property.
4. The Contractor shall be responsible for a permanent replacement or repair for the loss or damage in a manner acceptable to the City or owner of the property as soon as reasonably possible but no later than five (5) business days after the initial damage unless otherwise approved by the City or the owner of the property.
5. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement for the loss or damage if the City determines that it shall make the necessary repairs or replacement.

**G. PRICING**

Pricing is provided per Schedule A as listed on the Bid Proposal Sheet.

**H. PAYMENT PROCESSING**

1. Contractor shall be paid on the basis of correctly submitted forms and invoices for all work completed and acceptance of services.
2. Contractor shall submit invoices within thirty (30) days after completion of a Work Order. All invoices shall be sent directly to Accounts Payable in the Administrative Services Department.
3. The invoice must specifically note the contract number, Work Order number, the bid item number, unit, unit price and description, and sales tax as applicable.