



## Sultan Cemetery Maintenance RFP

### INTRODUCTION

The City of Sultan is requesting proposals from qualified firms to provide landscape maintenance services at the Sultan Cemetery located at the east end of Cascade View Drive, Sultan, Washington. The cemetery is approximately 4.5 acres level acres including a niche wall for ash internments and a single lane road which allows visitors to access the interior area of the cemetery.

The city has owned and operated Sultan Cemetery since 1910 when it received the grounds from the Sultan Woodsmen. The cemetery grounds are currently maintained by the public works department.

This request for proposal is designed to provide the City of Sultan with a range of levels of service to consider prior to contracting with the selected proposer(s). After reviewing the proposals, the City may select a firm or firms to contract with and the level of service that best meets the city's needs and available funding. The city may also determine not to award a contract to any proposers.

Contracts will be awarded as per the Pricing Quotation Forms, **EXHIBIT "A"**, references and other criteria as determined at the sole discretion of the city. All rates and pricing submitted shall include all wages, benefits, the cost of tools, equipment, ancillary supplies, overhead, profit, taxes and other administrative fees associated with the performance of this contract. (e.g.: Department of L & I Intent and Affidavit filing fees). Washington State Prevailing Wage rates for Snohomish County shall apply.

If a contract is awarded from this request, it shall be a non-exclusive contract for the Services. The City may, at its sole discretion, utilize other contractors for the same or similar work without first terminating the contract. The City reserves the right to add or delete work quantities and work is subject to change at any time.

### TIMELINE FOR SUBMITTALS

The deadline for submission of proposals and qualifications is **4:00 PM on Thursday, March 1, 2012.**

Deliver/Mail to: City of Sultan  
Attn: Laura Koenig, City Clerk  
PO Box 1199  
319 Main Street, Suite 200  
Sultan, WA 98501

Direct questions regarding this Request for Qualifications to:  
Connie Dunn  
(360) 793-2231  
[Connie.dunn@ci.sultan.wa.us](mailto:Connie.dunn@ci.sultan.wa.us)



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### CONTENT OF SUBMITTALS

- Submittals shall be limited to a TOTAL of twenty (25) pages, including transmittal letter.
- Eight (8) copies of the proposal shall be submitted. *Submittals exceeding the maximum number of pages will be rejected. No notification of rejection will be made to the submitting firm.*

A complete copy of this request for qualifications is available on the City's website at <http://www.ci.sultan.wa.us/Work/RFPs/>

The format shall be:

- A letter of interest signed by a principal of the firm, with a statement as to staff availability to complete the work.
- Qualification and expertise of staff actually assigned to the project. Work experience should be specific to the individual's actual tasks performed on similar projects.
- A demonstration of the proposer's understanding of the project through an outline of the suggested approach to the project.
- Price Quotation Forms – **EXHIBIT "A"**
- References, including names and telephone numbers of previous clients with similar projects (Western Washington references preferred) – **EXHIBIT "B"**
- A signed non-collusion agreement – **EXHIBIT "C"**

Proposers that deviate from this format or alter this form shall be deemed non-responsive. Proposers accept all risk of late delivery regardless of fault. Any pricing quote received after the due date and time shall be deemed non-responsive. The City of Sultan reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This Request for Proposal does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a pricing quotation. Furthermore, this request does not obligate the City to accept or contract for any expressed or implied services. The selected proposer(s) will be required to meet and agree to all the conditions of the attached SAMPLE Contract, **EXHIBIT "D"**.

### DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

#### 1. INTRODUCTION

This Statement of Objectives describes the basic objectives of the Sultan Cemetery. The Performance Based Service Contract provides potential proposers the flexibility to develop cost effective solutions and the opportunity to propose innovative alternatives to meet the stated objectives. It also presents the City of Sultan with an opportunity to assess the proposer's understanding of the tasks to be performed by eliminating any "how to" instructions to accomplish the work.



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### **2. BACKGROUND**

The Sultan Cemetery is located at the east end of Cascade View Drive. The cemetery is comprised of 4.5 acres and contains the remains of approximately 2,600 people. The standards of maintenance and appearance at the cemetery must reflect the city's concern for those interred.

### **3. DESCRIPTION OF SERVICES**

The contractor shall provide all personnel, equipment, tools, supervision, and other items and services necessary to ensure that grounds maintenance is performed at the Sultan Cemetery in a manner that will maintain healthy grass, trees, shrubs, and plants and present a clean, neat, appearance. Services include, but are not limited to maintenance of grounds, regular mowing, trimming and edging, removal of leaves and debris, as well as, sweeping or blowing off roads and sidewalks, turf maintenance, plant and tree maintenance, trash removal, snow and ice removal when applicable. All work will be performed during daylight hours.

### **4. PROGRAM OBJECTIVES**

The purpose of this Statement of Objectives is to obtain a contractor to support the Sultan Cemetery. Under this effort, the successful contractor shall be responsible for grounds maintenance services described herein. Technical specifications have been provided throughout this solicitation. The contractor may use whatever method he/she chooses to meet the goals of the Sultan Cemetery, as long as the end result is of an acceptable quality to the satisfaction of the Sultan Public Works Director or designee. The contractor shall submit a detailed performance plan to indicate how the contractor plans to meet the goals of the cemetery. (i.e. performance schedule, frequency of mowing, turf maintenance, trimming, edging, plant and tree maintenance, pest control etc.)

The contractor shall be responsible for:

- A. Providing all grounds maintenance services including, but not limited to: Maintenance of grounds, regular mowing, edging, trimming, removal of leaves and debris, as well as, sweeping or blowing off roads and sidewalks, and trash removal.
- B. Turf Maintenance: Proper fertilizing, weeding, sodding and seeding of turf.
- C. Turf surrounding a headstone or marker is trimmed to its recommended height and appearance.
- D. Plant and Tree Maintenance.
- E. Snow and ice removal when applicable.
- F. Provide a safe working environment for contractor, as well as, cemetery staff.



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### 5. CONTRACT OBJECTIVES

- A. To use an innovative and creative technical approach to manage the grounds maintenance operation at the Sultan Cemetery in order to maintain the high standards of appearance in accordance with standard commercial practices.
- B. To determine a pricing structure to accomplish the requirements set forth in this Statement of Objectives.
- C. To determine a contract period of performance in accordance with standard commercial practices. The minimum term of the contract should be one base year with options to extend the term of the contract up to three (3) additional years. The maximum term of the contract, including any award terms, shall not exceed four (4) years. The City of Sultan reserves the right to award the contract an "award term" year for superior performance and to reduce the number of years in the contract for poor performance.

### 6. RESPONSIBILITIES

The administration of this contract will be by the Sultan Public Works Department.

### 7. STANDARDS OF EMPLOYEE CONDUCT

Contractor and contractor personnel shall be required to adhere to the following standards of dress and conduct while performing work in the Sultan Cemetery.

- A. Be fully clothed at all times, to include long slacks or pants and shirt, buttoned up from neck to waist, or company t-shirt. Clothing shall be clean each day. Any soiled clothing should be cemetery work-related that day. Tank tops as outer garments are prohibited. Shoes/boots will have no holes or loose soles. Steel-toed shoes will be required in accordance with OSHA. Contractor employees shall maintain personal hygiene.
- B. Shall not engage in loud or boisterous behavior or use profane or abusive language. Shall show proper reverence, if working, during committal services.
- C. Not eat or drink beverages except water or non-alcoholic drinks while in work area nor in site of committal shelter during a service. Use of intoxicating beverages and/or drugs is strictly prohibited.
- D. Contractor personnel shall not lean, sit or stand on or against headstones or monuments. No tools, equipment or other items will be placed or leaned on headstones or monuments.



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- E. All areas are designated as NO SMOKING.

### **USE OF CEMETERY FACILITIES**

- A. The City of Sultan will not be responsible for any loss, damage, or theft of contractor items.
- B. Contractor employees shall park privately owned vehicles in the area designated for parking.
- C. The City of Sultan will not be responsible for any damage to or loss of the Contractor's equipment and supplies stored on the City of Sultan's premises. The Contractor shall provide, as part of their offer, a list of tools and equipment to be used during the course of the contract. The Contractor shall verify in writing that this equipment is in safe operating condition. For approval by the City of Sultan, the Contractor shall provide a list of tools and equipment that will be stored at the cemetery. The Contractor shall comply with all Federal, State, City, and County laws and regulations regarding the use of Personal Protective Equipment for all contract personnel. All Personal Protective Equipment is provided by the Contractor. The Contractor shall be responsible for maintaining fire extinguishers and other safety equipment. The Contractor shall be responsible for delivering and removing all necessary equipment and supplies on a daily basis.
- (1) The contractor shall be responsible for safely storing any chemicals, pesticides, herbicides, cleaning solutions, etc. in accordance with manufacturers recommendations. MSDS (Material Safety Data Sheets) are required for all chemicals, pesticides, herbicides and cleaning solutions, with copies stored in the maintenance area.

### **4. INSPECTION OF PREMISES**

Proposers should inspect and measure the premises prior to submitting quotes in order to be fully aware of the scope of services required. Failure to do so will not relieve the successful awardee from performing in accordance with the strict intent and meaning of the specifications without additional cost to the City of Sultan.

### **5. WORKMEN'S COMPENSATION**

The Contractor agrees to procure and maintain for the contract period, Workmen's Compensation and employers Public Liability Insurance in accordance with the laws of the State of Washington. The policy shall provide coverage for Public Liability limits of not less than statutory limitations if more than one person is involved.



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### **6. EVIDENCE OF COVERAGE**

Before commencing work under the contract, the Contractor shall furnish to the City a certificate of insurance indicating the coverage outlined in the sample contract (Exhibit “D”) and it shall contain an endorsement to the effect that cancellation of any material change in the policies which adversely affect the interests of the City of Sultan in such insurance shall not be effective unless a 30-day advance written notice of cancellation or change is furnished to the City’s designee.

### **7. CONTRACTOR'S RESPONSIBILITIES**

- A. The Contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, or others, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by him/her or his/her employees' fault or negligence. The Contractor shall maintain personal liability and property damage insurance prescribed by the laws of the State of Washington.
- B. At a minimum, the Contractor shall preserve the health, appearance, and esthetic value, of all trees/shrubs while preventing damage to human life, property and the ecosystem and demonstrate a clear understanding of, and the sensitivity to environmental issues. Work shall be consistent and fully compliant with all applicable Federal, State, County and City laws. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be used. The Contractor shall provide the least possible interference with cemetery operations, or annoyance to the public. Qualified and trained persons shall do all work. All tools shall be clean, sharp, in proper working order and shall be checked for safety before each job.
- C. The Contractor shall assume responsibility and accountability of the facility provided for his/her use and shall take any necessary precautions to prevent herbicide spills, fire hazards, odors and vermin. The Contractor shall be held responsible for the cost of any repairs caused by negligence or abuse on his part or on the part of his employees.

### **8. LIABILITY DAMAGE**

- A. The Contractor shall take all necessary precautions to prevent damage to turf, trees, headstones, markers, monuments, flower vases and other cemetery structures during execution of this contract. The Contractor shall immediately report any and all damage to the Public Works Director or designee. As directed by the Public Works Director, the Contractor shall repair or replace in a timely manner any damaged or destroyed item, at the Contractor’s expense.



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- B. The Contractor shall be charged current replacement costs for headstones or other property damaged as a result of actions by Contractor personnel.

### **9. SUPERVISION AND TRAINING**

- A. The Contractor shall be responsible for maintaining satisfactory standards of personnel conduct and work performance and shall administer disciplinary action as required. The Contractor shall remove employees for cause, to include, but not limited to, misconduct in performance of duty under these specifications and/or conduct contrary to the best interests of the City of Sultan.
- B. The Contractor shall also be responsible for training and safety precautions for contractor employees performing work under these specifications. OSHA standards shall be observed by the Contractor in all work performed. Appropriate safety equipment shall be furnished by the Contractor to contractor personnel and shall be used as prescribed by OSHA standards, including hard hats, safety shoes, safety glasses, and hearing protection devices.
- C. The Contractor shall provide on-site employee supervision. This supervisor shall be knowledgeable and be able to communicate and discuss the requirements of this contract with the Public Works Director.

### **10. SITE VISITATION**

By signing the Pricing Quotation Form, EXHIBIT “A”, the Contractor agrees that he/she is familiar with the local conditions affecting the performance of the work, the cost of the work at the place where the work is to be done, to provide and furnish any and all labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform the work. To schedule a site visit, contact: Connie Dunn, Field Supervisor or Mick Matheson, Public Works Director at 360-793-2231.

### **11. PREVAILING WAGE**

Any Contract resulting from the Request is subject to the requirements of Chapter 39.12 of the Revised Code of Washington (RCW) and as it may be amended, relating to prevailing wages and as set forth in Sample Contract, EXHIBIT “D”. Current prevailing wage rates for Snohomish County, Washington can be obtained from the Washington State Department of Labor and Industries at 1-866-219-7321 or at [www.lni.wa.gov](http://www.lni.wa.gov).

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



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### **12. BUSINESS REGISTRATION AND PERMITS**

The Contractor awarded the Contract will be required to obtain a City of Sultan Business License and necessary City permits for this work.

### **13. QUESTIONS/CLARIFICATIONS**

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

### **14. ADDITIONAL REGULATIONS**

The Contractor shall comply with all Federal, State, City, and County laws, ordinances and regulations including, but not limited to OSHA standards, applicable to the work being performed.



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### SCOPE OF WORK

#### TURF MAINTENANCE:

##### 1. STANDARDS

- A. The conduct of grounds maintenance activities does not detract from the overall function of the cemetery.
- B. All areas where grounds maintenance activities have been conducted are neat, clean and free of debris and equipment at the end of the workday.
- C. Necessary personal protective equipment and safety measures shall be adhered to at all times during grounds maintenance operations.
- D. Turf in visually prominent areas is maintained within one inch above the range of that which is professionally recommended for that type of turf and region.
- E. Turf surrounding a headstone or marker is trimmed to its recommended height.
- F. There shall be no signs of “grass burns” caused by mowers. There shall be no signs of turf being “scalped” by string trimmers.

#### MOWING, TRIMMING & EDGING

##### 2. SCOPE

The Contractor shall be responsible for mowing, edging and trimming all grass within the cemetery.

##### 3. EQUIPMENT

- A. Riding mowers may be used provided that they are not operated within two (2) inches of headstones, markers, monuments, tree trunks or other vertical surfaces.
- B. Commercial power trimmers and power edgers shall be used to trim grass from around headstones, monuments, markers, etc. (see TRIMMING below).
- C. Cutting blades on mowing and trimming equipment must be sharpened so that grass tips are properly cut- - not torn or damaged. Cutting heights of all mowing equipment shall be set according to heights specified below. The height of grass is what is measured to get correct cutting height.



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### 4. PROCEDURE

- A. Turf shall be cut to maintain heights between 2 ½” and 3.0”.
- B. Mowing will normally be inspected by the Public Works Director or designee.
- C. **CURB EDGING:** All streets, curbs, walkways, tree wells and shrub beds shall be edged inside and outside cemetery grounds. Damage to asphalt/concrete shall be avoided. Debris from edging shall be removed from the site on the same day.
- D. **TRIMMING:** All un-mowed grass around headstones, monuments, markers, and other vertical surfaces and structures shall be trimmed.
- E. Walkways and roads shall be cleaned up of grass clippings and leaves after mowing, weed-eating, edging, and trimming.

### **AERIFICATION/DE-THATCHING**

The Public Works Director may request aerification and/or de-thatching.

- 1. **AERIFICATION:** To prevent the germination of weeds, aerification should not be performed during the spring. A minimum of a 3" core plug extracted at not less than 6" square spacing. No damage to surrounding vegetation or structures to include but not limited to sprinkler heads, vases, valve boxes, control markers, etc.
- 2. **DE-THATCHING:** No more than 1/2" thatch layer shall exist at anytime throughout the growing season. Use a vertical mower or power rake. Thatch material is removed immediately. Per thatching performed, no damage to surrounding vegetation or structures to including but not limited to: sprinkler heads, vases, valve boxes, control markers, etc.

### **FERTILIZATION AND WEED CONTROL**

The Public Works Director may request fertilization and weed control.

#### **1. SCOPE:**

Contractor shall be responsible for maintaining the turf area of the cemetery and the immediate area surroundings of the cemetery in a healthy, visually pleasing condition with proper application of fertilizers and herbicides (to control weeds, diseases and insect pests).

#### **FERTILIZER APPLICATION:**

Contractor shall have soil tested before applying fertilizer. A copy of the soil test results shall be provided to the PUBLIC WORKS DIRECTOR for approval prior to the fertilizer purchase. The Contractor shall provide and apply fertilizer according to the soil test. Documentation of



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compliance with the soil test application rate shall be provided to the PUBLIC WORKS DIRECTOR within 5 working days of fertilizer application. Examples of suitable documentation include: the fertilizer purchase order; invoice; or delivery document.

### **WEED CONTROL**

- A. All turf weed growth shall be controlled by means of mowing, trimming, pesticide application or any other method approved by the PUBLIC WORKS DIRECTOR. Herbicide applications shall be made annually for the control of broadleaf and grassy weeds. The PUBLIC WORKS DIRECTOR may determine the exact number of applications to achieve the desired control. Additional spot applications may be required at no extra cost to the City of Sultan. The contractor shall provide the PUBLIC WORKS DIRECTOR for review and approval information on the type of herbicide and rate of application at least five (5) work days before the date of the actual application.
- B. Control weeds year round in all burial sections, landscape beds, tree wells, and around all buildings, walkways and roadways. Contractor shall dispose of all dead and dying weeds.
- C. Record of actual pesticides/herbicides applied (type, amount, application area, weather conditions) furnished to PUBLIC WORKS DIRECTOR within 5 days after application.
- D. Appropriate signs posted informing public of the time and date of the chemical application
- E. The weed control program may include pre-emergent applications to control summer and winter annual/perennial broad leaf weeds and grasses. The program may include application of post-emergents as needed and as determined by the PUBLIC WORKS DIRECTOR.
- F. Unless otherwise indicated, all disease/ insect/vertebrate pest control applications shall be performed by separate agreement. However, the Contractor shall immediately notify the PUBLIC WORKS DIRECTOR of any outbreak of disease, and/or pests that may result in non-compliance with the National Shrine Standards for disease and pest free turf, trees and shrubs.

### **TREE, SHRUB, PLANTING BED MAINTENANCE**

#### **1. STANDARD:**

- A. Trees and shrubs shall be maintained in a healthy, vigorous condition free of pests and disease.
- B. Trees and shrubs shall be trimmed and maintained at a proper size and shape for its particular size and type according to industry standards.



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- C. Trees shall be maintained in a condition free of broken limbs or branches.
- D. Ornamental trees and shrubs shall be maintained so that they enhance and do not detract from the appearance of public areas.
- E. Ornamental trees and shrubs shall be pruned in a manner that ensures they do not pose a hazard to staff and visitors.
- F. Cemetery planting beds are well maintained and attractive.
- G. High maintenance areas, in which turf is not a part of the cemetery design, shall be maintained in a manner that is appropriate for the medium in place.
- H. Damaged trees and shrubs that pose a safety hazard to staff and visitors shall have corrective action taken within one day of hazard identification.
- I. Branches that could pose a safety hazard in visually prominent areas are removed immediately.

### 2. SCOPE

Work consists of, but is not limited to, maintaining shrubs and trees in a healthy and attractive condition by proper pruning, removal of dead branches, cultivation and mulching techniques. Within two (2) working days, notify the Public Works Director of any serious pest infestation in trees and planting beds. Pruning should focus on maintaining tree structure, form, health and appearance.

Personnel shall be properly trained in the operations they are to perform. If pesticide sprays are used, the person in direct charge shall be licensed by the State. All tree and shrub pruning and hedge trimming shall comply with ANSI A300 (Part 1) – 200 Pruning and companion publication “Best Management Practices” (2002 ISA)

### 3. EQUIPMENT

- A. All necessary equipment for this maintenance performance shall be furnished by the Contractor unless specifically stated otherwise.
- B. All cutting tools shall be kept sharp and properly functioning.
- C. When directed by the Public Works Director, materials for spraying and fertilizing shall be supplied by the Contractor and proper records kept in accordance with state regulations.



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### 4. PROCEDURE: PRUNING/TRIMMING

- A. Pruning and trimming shall be limited to within 15 feet from the ground. Pruning and trimming above that height shall be by separate agreement.
- B. Trees shall be kept free of suckers and broken branches.
- D. All pruning cuts shall be made according to ANSI A300 Standards.
- E. Care and Maintenance of Shrubs/Hedges. Conforming to the current pattern of growth, at the direction of the PUBLIC WORKS DIRECTOR, shrubs/hedges shall be trimmed monthly during summer months/growing season. Shrub trimmings should be removed. Shrub area shall be kept free of shrub trimmings and any other debris.
- F. Trees/branches that are a safety hazard to staff and visitors shall be identified by the contractor with corrective action taken by the contractor if the hazard is within fifteen (15) feet from the ground. If the hazard is outside of this range and not within the contractor's scope for corrective action, the contractor shall contact the Public Works Director without delay so that corrective action can be taken

### 5. PLANTING

- A. Plant material is City of Sultan provided. Any donated plant material offered for installation shall be approved by the PUBLIC WORKS DIRECTOR prior to acceptance of the donation. Plant material shall be installed by the Contractor or as determined by the Public Works Director
- B. All new trees shall be staked. Any tree showing adverse affect from high winds shall also be staked.
- C. Trees, which have been damaged in any way, shall be reported to the Public Works Director\_without delay. All plant material damaged by the Contractor shall be replaced at the Contractor's expense.

### 6. MULCH RINGS

At the direction of the Public Works Director, mulch rings shall be constructed around any newly planted trees, and/or young trees exposed to damage by mowers, trimmers or any other type of mechanical damage. The ring shall have a radius of no less than 2 feet from the tree trunk base or crown. The ring shall be filled and maintained with no less than 2 inches of mulch. Mulch material is contractor provided. Mulch material must be aesthetically please, free of any weeds or pests, and be Public Works Director\_approved before installation. The mulch rings shall be kept free of weeds.



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### TRASH AND DEBRIS MANAGEMENT

#### 1. STANDARD:

- A. Turf is free of debris, i.e., leaves, fallen branches and trash.
- B. Turfs in visually prominent areas are free of trash.
- C. Debris, equipment, tools and supplies shall be removed at the conclusion of each task or at the end of each workday.
- D. All roads, walkways, shelters and burial sections are free of grounds maintenance debris by the end of the workday.
- E. All trash collection points are screened from the public view

#### 2. SCOPE

The contractor shall maintain all the cemetery grounds and turf free of trash and debris. Work consists of collecting and removing all trash, debris, fallen leaves and branches from the cemetery grounds and the immediate area outside the cemetery wall. Random inspections may be conducted by the Public Works Director or designee.

#### 3. PROCEDURE

- A. Leaves/needles and twigs shall be hand raked, vacuumed or blown by walk-behind push type machines from interment areas into the roadways, and then collected and properly disposed of from cemetery grounds including the right of way outside cemetery walls.
- B. The Contractor shall inspect all areas of the cemetery during this period and ensure that there is no accumulation of debris in any area.
- D. The Contractor shall provide the necessary labor and suitable conveyance each workday for pickup of this debris from cemetery grounds. All dumpster and pickup services and trash removal services shall be provided by Contractor at the Contractor's expense.
- E. Removal of debris and disposal away from the cemetery grounds shall be the responsibility of the Contractor.
- F. All walkways, roads, and parking areas shall be swept each service visit.
- G. Storm Clean-Up (wind, rain, hail, snow, ice, etc): Cemetery should be checked and cleaned up next working day following the storm unless the extent of the storm prompts civil defense authorities to declare emergency movement only. Should this occur, clean-up should be done as soon as emergency restrictions are lifted.
- H. Cemetery area includes all of the cemetery property, including the areas adjacent to the road.
- I. The Contractor shall collect and dispose of all grave decorations, and, clean and re-stock all flower cones.



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### **SUPPLIES OR SERVICES AND PRICE/COSTS**

PRICE SCHEDULE: The contractor shall provide all labor, materials, equipment, tools, and supplies to complete grounds maintenance services to maintain the Sultan Cemetery.

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

All work shall be performed in accordance the Description/Specifications/Statement of Work, contained in this contract. The contract performance period is from June 1, 2012, with four (4) one year options, if exercised.



## Exhibit A - Pricing Quote Form Sultan Cemetery Maintenance RFP

**BASE PERIOD (June 1, 2012 – May 31, 2013)**

ITEM	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
<b>Turf Maintenance</b>				
	2x	Week	\$ _____	\$ _____
	1x	Week	\$ _____	\$ _____
Mowing	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
	2x	Month	\$ _____	\$ _____
Trimming Upright Headstones	1x	Month	\$ _____	\$ _____
	2x	Month	\$ _____	\$ _____
Edging Flat Markers	1x	Month	\$ _____	\$ _____
	2x	Month	\$ _____	\$ _____
Edging Curbs/Sidewalks	1x	Month	\$ _____	\$ _____
	2x	Month	\$ _____	\$ _____
Weed Control	1x	Month	\$ _____	\$ _____
	2x	Month	\$ _____	\$ _____
	2x	Year	\$ _____	\$ _____
<b>Tree, Shrub, Planting Bed Maintenance</b>				
	1x	Month	\$ _____	\$ _____
Pruning/Trimming	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
<b>Trash/Debris Management</b>				
	1x	Month	\$ _____	\$ _____
Leaf/Tree Branch and Debris Collection	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Trash and Debris Removal	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
<b>Facility Maintenance</b>				
Sweeping/cleaning roadways, trash/debris collection/removal,	1x	Month	\$ _____	\$ _____
inspection, clean Columbarium	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
<b>Total Cost for Base Period:</b>				\$ _____
				\$ _____
				\$ _____



## Exhibit A - Pricing Quote Form Sultan Cemetery Maintenance RFP

### OPTION YEAR 2 (June 1, 2013-May 31, 2013)

ITEM	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
<b>Turf Maintenance</b>				
	2x	Week	\$ _____	\$ _____
	1x	Week	\$ _____	\$ _____
<b>Mowing</b>				
	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
<b>Trimming Upright Headstones</b>				
	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
<b>Edging Flat Markers</b>				
	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
<b>Edging Curbs/Sidewalks</b>				
	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
<b>Weed Control</b>				
	2x	Year	\$ _____	\$ _____
<b>Tree, Shrub, Planting Bed Maintenance</b>				
	1x	Month	\$ _____	\$ _____
<b>Pruning/Trimming</b>				
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
<b>Trash/Debris Management</b>				
	1x	Month	\$ _____	\$ _____
<b>Leaf/Tree Branch and Debris Collection</b>				
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
<b>Trash and Debris Removal</b>				
	1x	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
<b>Facility Maintenance</b>				
<b>Sweeping/cleaning roadways, trash/debris collection/removal,</b>				
	1x	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
<b>inspection, clean Columbarium</b>				
	3x	Year	\$ _____	\$ _____
Total Cost Year 2:				\$ _____
				\$ _____
				\$ _____

**OPTION YEAR 3 (June 1, 2014-May 31, 2015)**

<b>ITEM</b>	<b>EST. QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
<b>Turf Maintenance</b>				
Mowing	2x	Week	\$ _____	\$ _____
	1x	Week	\$ _____	\$ _____
	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Trimming Upright Headstones	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Edging Flat Markers	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Edging Curbs/Sidewalks	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Weed Control	2x	Year	\$ _____	\$ _____
<b>Tree, Shrub, Planting Bed Maintenance</b>				
Pruning/Trimming	1x	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
<b>Trash/Debris Management</b>				
Leaf/Tree Branch and Debris Collection	1x	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
Trash and Debris Removal	1x	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
<b>Facility Maintenance</b>				
Sweeping/cleaning roadways, trash/debris collection/removal, inspection, clean Columbarium	1x	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
Total Cost Year 3:				\$ _____
				\$ _____
				\$ _____

**OPTION YEAR 4 (June 1, 2015 – May 31, 2016)**

<b>ITEM</b>	<b>EST. QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
<b>Turf Maintenance</b>				
Mowing	2x	Week	\$ _____	\$ _____
	1x	Week	\$ _____	\$ _____
	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Trimming Upright Headstones	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Edging Flat Markers	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Edging Curbs/Sidewalks	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Weed Control	2x	Year	\$ _____	\$ _____
<b>Tree, Shrub, Planting Bed Maintenance</b>				
Pruning/Trimming	1x	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
<b>Trash/Debris Management</b>				
Leaf/Tree Branch and Debris Collection	1x	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
Trash and Debris Removal	1x	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
<b>Facility Maintenance</b>				
Sweeping/cleaning roadways, trash/debris collection/removal, inspection, clean Columbarium	1x	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
Total Cost for Year 4:				\$ _____
				\$ _____
				\$ _____

**Exhibit B**

**REFERENCES**

**INSTRUCTIONS:** Proposers must identify previous federal, state, local and private contracts that they have completed and that are similar to the contract being evaluated. (List at least three (3) no more than five (5) contracts for evaluation)  
(One contract reference per form, Form may be duplicated)

NOTE: If you have performed any Cemetery Maintenance contracts list them first.

Contract Number: \_\_\_\_\_

Contractor (Name, Address, Zip Code & Telephone# & email address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type of Contract: \_\_\_\_\_

Contract Dollar Value: \_\_\_\_\_

Date of Award: \_\_\_\_\_

(If not completed, provide status):

Type/Extent of Subcontracting:

Complexity of Product/Service:

Percentage of Work completed by your company:

Description of supply/Service(s) provided, location & relevancy of work:

Address, Telephone Number& E-mail of the Contract Person & their position:

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Name \_\_\_\_\_ of

Bank: \_\_\_\_\_

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

Point \_\_\_\_\_ of

Contact: \_\_\_\_\_

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

(End of Section)

**EXHIBIT "C"**

**NON-COLLUSION CERTIFICATE**

STATE OF WASHINGTON )

ss.

COUNTY OF SNOHOMISH )

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the City of Sultan for consideration in the award of a contract on the project described as follows:

**ON- CALL CONTRACT FOR STORM DRAINAGE REPAIRS**

\_\_\_\_\_  
Name of Firm

By: \_\_\_\_\_  
Authorized Signature

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

Sworn to before me \_\_\_\_\_  
Notary Public

This \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**CORPORATE SEAL:**

**EXHIBIT “D”**  
**SAMPLE CITY OF SULTAN**  
**NON-EXCLUSIVE ON-CALL PUBLIC WORKS CONTRACT**

THIS PUBLIC WORKS CONTRACT (“Contract”) dated [insert date contract drafted] is effective on the date the Contract is fully executed by the Parties. The Parties to this Contract are the CITY OF SULTAN, a Washington municipal corporation (“City”) and [insert full legal name of Contractor], a [insert type of entity, i.e., Washington Corporation, limited liability corporation, sole proprietorship, etc.] (“Contractor”).

- A. The City desires to retain an independent contractor to furnish all labor and materials necessary to [briefly describe the work being contracted] to be performed at [insert address or other description of where the work will be performed], Sultan, Washington; and
- B. The Contractor has the requisite skill and experience to perform such work.

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

**1. SERVICES BY CONTRACTOR**

- 1.1 Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for completion of various on-call projects as described in the Scope of Work attached hereto and incorporated by this reference as Exhibit “A” (“Work”). The Work shall be completed to the City’s satisfaction, within the time period prescribed by the City and pursuant to the direction of the [insert project manager title], or his or her designee. No Work shall be performed before the effective date of this Contract.
- 1.2 Performance Standard. Contractor shall perform the Work in a manner consistent with accepted practices for other properly licensed contractors.
- 1.3 Compliance with Laws. Contractor shall perform the Work in accordance with all applicable federal, state and City laws, including but not limited to all City ordinances, resolutions, standards or policies as now existing or hereafter adopted or amended and obtain all necessary permits and pay all permit, inspection or other fees at its sole cost and expense.

**2. TERM**

This Contract shall commence on the effective date of this Contract and continue until [insert termination date] or as otherwise agreed to in writing by the parties (“Term”).

**3. WARRANTY**

- 3.1 Requisite Skill. The Contractor warrants that it has the requisite skill to complete the Work and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Sultan by obtaining a City of Sultan business registration.

Contractor represents that it has visited the site and is familiar with all of the plans and specifications in connection with the completion of the Work.

- 3.2 Defective Work. The Contractor shall, at its sole cost and expense, correct all Work which the City deems to have defects in workmanship and material discovered within one (1) year after the City's final acceptance of the Work.

#### 4. COMPENSATION

- 4.1 Total Compensation. Except as provided for in Section 1.2.2, the City agrees to pay the Contractor for each awarded project in accordance with the unit and/or hourly rates set forth in the [insert name of pricing quote sheet submitted by contractor] by the Contractor and attached and incorporated by reference as Exhibit "B", plus applicable local and Washington State sales tax that the Contractor is required by law to collect from the City for the Work. In any event, the total compensation paid to Contractor shall not exceed [insert maximum value of contract in words based upon budget or other considerations] Dollars (\$[insert \$ amount in figures]).
- 4.2 Contractor Responsible for Taxes. Except as otherwise provided in Section 4.1 hereof, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.
- 4.3 Nonpayment. The City shall have the right to withhold payment to the Contractor for any of the Work not completed in a workmanlike manner, in the City's sole discretion, which shall be withheld until such time as Contractor modifies or repairs the Work so the Work is acceptable to the City.
- 4.4 Method of Payment. Payment by the City for the Work will only be made for each awarded project after the project has been completed to the City's satisfaction, a voucher or invoice is submitted in a form satisfactory to the City and such invoice is approved by the appropriate City representative. Payment shall be made within thirty (30) days of receipt of such invoice or voucher unless any applicable law or Contract provision requires the City to retain a portion of the compensation for a longer period. the Contractor's acceptance of payment for a project shall constitute full compensation for the performance of its Work performed on that project. Invoices shall be submitted to:

Julie Addington  
City of Sultan  
PO Box 1199  
Sultan WA 98294

Duplicate invoices shall be furnished to:

Mick Matheson  
City of Sultan  
PO Box 1199  
Sultan WA 98294

## **5. EQUAL OPPORTUNITY EMPLOYER**

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

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

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

## **7. TERMINATION**

Prior to the expiration of the Term, this Contract may be terminated immediately, with or without cause by the City. The Contractor may cancel this Contract only upon thirty (30) days prior written notice to the City.

## **8. INDEMNIFICATION**

8.1 Contractor Indemnification. The Contractor agrees to indemnify and hold the City, its elected officials, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees or representatives, arising out of, resulting from or connected with this Contract to the extent caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, members or by the Contractor's breach of this Contract.

Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

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

## 9. INSURANCE

The Contractor agrees to carry as a minimum, the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees or subcontractors with a carriers having a current A.M. Best rating of not less than A:VII.

- 9.1 Workers' Compensation and Employer's Liability Insurance in amounts sufficient pursuant to the laws of the State of Washington.
- 9.2 Commercial general liability insurance shall be written on Insurance Services Office (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 the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Additional Insured endorsement CG 20 10 10 01 and Additional Insured Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage with limits of no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- 9.3 Automobile liability insurance covering all owned, non-owned, hired and lease vehicles. Coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage with combined single limits for bodily injury and property damage of not less than \$1,000,000 per accident.
- 9.5 The City shall be named as additional insured on all such insurance policies, with the exception of workers' compensation coverage's. Contractor shall provide certificates of insurance, concurrent with the execution of this Contract, evidencing such coverage and at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. All insurance policies shall contain a clause of endorsement providing they may not be terminated or materially amended during the term of this Contract, except after thirty (30) days prior written notice to the City. Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for

subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor. Contractor's failure to maintain such insurance policies shall be grounds for the City's immediate termination of this Contract.

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

## 10. SAFETY

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

## 11. PREVAILING WAGES

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

12.2 Exemptions to Prevailing Wage. The prevailing wage requirements of Chapter 39.12 RCW, and as required in this Contract do not apply to:

- (1) Sole owners and their spouses;
- (2) Any partner who owns at least 30% of a partnership;
- (3) The President, Vice President and treasurer of a corporation if each one owns at least 30% of the corporation.

- 12.3 Reporting Requirements. Contractor shall comply with all reporting requirements of the Department of Labor and Industries of the State of Washington. Upon the execution of this Contract, Contractor shall complete and file a Statement of Intent to Pay Prevailing Wages with The Department of Labor and Industries. Upon completion of the Work, Contractor shall complete and file an Affidavit of Wages Paid with the Department of Labor and Industries. Contractor shall deliver copies of both the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid, certified by the Department of Labor and Industries, to the City.
- 12.4 Disputes. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be resolved by the City and the Contractor, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington and the decision therein shall be final and conclusive and binding on all parties involved in the dispute.

### **13. FAILURE TO PAY SUBCONTRACTORS**

In the event the Contractor shall fail to pay any subcontractors or laborers, or fail to pay for any materials, the City may terminate this Contract and/or the City may withhold from the money which may be due the Contractor an amount necessary for the payment of such subcontractors, laborers or materials.

### **14. SUBCONTRACTOR RESPONSIBILITY**

Contractor shall verify responsibility criteria for each first tier subcontractor and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in Sections 1 and 19 (1)-(c) of the Instructions to Bidders and possesses an electrical contractor license, if required by Chapter 19.28 RCW or an elevator contractor license, if required by Chapter 70.87 RCW. This verification requirement must be included in every public works subcontract or every tier.

### **15. OWNERSHIP OF DOCUMENTS**

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

### **16. CONFIDENTIALITY**

If it is necessary to provide proprietary information, the Contractor shall clearly mark the information on each page of the document(s) as "Proprietary and Confidential". The City is subject to laws regarding the disclosure of public records and document. Proposals and other materials, submitted by the Contractor become public record and may be subject to public disclosure, in whole or in part and may be released by the City in the event of a request for disclosure. In the event the City receives a public record request

for information and the Contractor has marked the requested document as “Proprietary and confidential”, the City shall notify the contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information; provided that the contractor shall be solely responsible for all attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorneys fees or penalty assessments under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

## **17. BOOKS AND RECORDS**

The Contractor agrees to maintain books, records and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit by the City, its authorized representative, the State Auditor or other governmental officials authorized by law to monitor this Contract.

## **18. CLEAN UP**

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

## **19. GENERAL PROVISIONS**

- 19.1 Entire Contract. The Contract documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.
- 19.2 Modification. No provision of this Contract may be amended or added to except by written agreement and signed by the Parties or their respective agents or successors in interest.
- 19.3 Full Force and Effect. Any provision of this Contract which is declared invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- 19.4 Assignment. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract.

- 19.5 Successors In Interest. Subject to the preceding Subsection, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns.
- 19.6 Attorney Fees. In the event the City or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or City places the enforcement of the Contract, or any part thereof, or the collection of any monies due or to become due hereunder, or recovery of possession of any belongings, in the hands of an attorney or file suit upon the same, each Party shall pay all its own attorney's fees, costs and expenses. The venue for any dispute related to this Contract shall be Snohomish County, Washington.
- 19.7 No Waiver. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.
- 19.8 Governing Law. This Contract shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 19.9 Authority. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Contract on behalf of the Contractor or City.
- 19.10 Notices. Any notices required to be given by the City to Contractor or by the Contractor to the City shall be delivered to the Parties at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth herein. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.
- 19.11 Captions. The respective captions of the Sections of this Contract are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Contract.
- 19.12 Performance. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.
- 19.13 Conflicting Provisions. In the event of a conflict between the terms and provisions of any of the Contract documents, the City Administrator or his or her designee shall issue an interpretation of the controlling document, which interpretation shall be final and binding.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year above written.

**CITY OF SULTAN**

**CONTRACTOR**

By: \_\_\_\_\_  
Department Head

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Taxpayer ID #: \_\_\_\_\_

**CITY CONTACT**

**CONTRACTOR CONTACT**

\_\_\_\_\_  
City of Sultan  
319 Main St; PO Box 1199  
Sultan, WA 98294  
Phone: 360.793.2231  
Fax: 360.793.3344

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

**ATTEST/AUTHENTICATED**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Office of the City Attorney