City of Bellevue
Request for Proposal
Legal Notice

Notice is hereby given that the City of Bellevue has issued the following Request for Proposal. The complete Request for Proposal, including all submittal requirements can be viewed at www.bellevuewa.gov under "Find | Bids, RFPs and RFQs | Current Bid Opportunities, RFPs and RFQs".

RFP #: 12248
RFP Title: 2013-2016 Routine Streetscape Maintenance Contracts
RFP Due Date and Time: December 10, 2012 at 4:00 PM
Brief Scope of Services:
Provide routine landscape maintenance services at 45 Street Tree and Arterial Landscape sites, 4 Trail Landscape sites and 4 Nature Park and Visitor Center sites. It is the City's intent to contract with multiple vendors for these services.

Contractor agrees to comply with the provisions of Title VI.

Dated this 8th day of November, 2012.

Published: Seattle Times: November 8th & November 15th
Seattle Daily Journal of Commerce: November 8th & November 15th

REQUEST FOR PROPOSAL

Notice is hereby given that proposals will be received by the City of Bellevue, Washington for:

RFP # 12248
2013-2016 Routine Streetscape Maintenance Contracts

by filing with Contracting Services office of the Finance Department, Service First Desk, 450 110th Ave. NE, First Floor, Bellevue, Washington, 98004 until:

Date: **12/10/2012**

Time: **4:00 PM**

Proposals submitted after the due date and time will not be considered. The proposing party accepts all risks of late delivery of mailed proposals regardless of fault.

Detailed Request for Proposal (RFP) information including general information, general terms and conditions, requested services, proposal requirements and evaluation process is available from the Contracting Services office located at the above address or by calling (425) 452-7876. The RFP is also available on the City's website at www.bellevuewa.gov, under "Departments", "Finance", "Bid Information" then "Current Bid Opportunities, RFPs and RFQs".

The City of Bellevue reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The successful party must comply with the City of Bellevue equal opportunity requirements. The City is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, sexual orientation, nationality or disability.

It is the City of Bellevue's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

Dated this 8th day of November, 2012.

Jamie Robinson
Contracting Services Supervisor

City of Bellevue
Request for Proposals

RFP INTRODUCTION:

RFP Number: 12248
RFP Title:
2013-2016 Routine Streetscape Maintenance Contracts
Date Issued: November 08, 2012
Contact Person: Michael Hauer
Email Address: mhauer@bellevuewa.gov
Proposals Due: December 10, 2012 @ 4:00 PM

SUBMIT PROPOSALS TO:

Physical Address: City of Bellevue
Service First Desk
Attn: Contracting Services
450 110th Ave NE
Bellevue, WA 98004

Mailing Address: City of Bellevue
Service First Desk
Attn: Contracting Services
PO Box 90012
Bellevue, WA 98009-9012

Section 1 - General Information

NOTICE: Notice is hereby given that proposals will be received by the City of Bellevue, Washington, for **RFP #** 12248 **- 2013-2016 Routine Streetscape Maintenance Contracts** by filing with the City at the above location.

BRIEF SCOPE OF SERVICES (Additional Detail listed in Attachment "A"):
Provide routine landscape maintenance services at 45 Street Tree and Arterial Landscape sites, 4 Trail Landscape sites and 4 Nature Park and Visitor Center sites. It is the City's intent to contract with multiple vendors for these services.

DURATION OF SERVICES:

The term of the awarded Contract will be for 2 years.

Prior to the expiration of the term of the awarded Contract, or any renewals or extensions thereof, the City may, in its sole discretion, renew the Contract for 1 period of 2 years, with the same terms and conditions.

RFP SCHEDULE:
(These dates are estimates and subject to change by the City)

Event	Date
RFP Release:	November 08, 2012
Pre-Submittal Meeting:	November 19, 2012
Vendor Questions Due:	December 03, 2012 by 5:00 PM
Responses to Vendor Questions:	December 05, 2012
Proposal Responses Due:	December 10, 2012 by 4:00 PM
Submittal Evaluation Complete	December 17, 2012
Announce Short-Listed Firms	
Formal Presentations/Interviews:	
Announce Apparently Successful Firm	December 17, 2012
New Contract in Place:	January 2013

PRE-SUBMITTAL MEETING: A pre-submittal meeting will be held at:
City Hall 1E-108 on November 19, 2012 at 10:00 a.m.

Attendance is strongly encouraged.

QUALIFICATIONS: The Vendor is required to have the following qualifications:

- MINIMUM QUALIFICATION REQUIREMENTS: The following are minimum qualifications and licensing requirements that the Contractor's must meet in order to be eligible to submit a Proposal. Responses must clearly show compliance to these minimum qualifications in order to be found responsive (Contractor Qualification Form). Those that are not clearly responsive maybe rejected by the City without further consideration:
- Contractor must have an active contractor's licensed with the Washington State Department of Labor and Industries.
- Contractor must have a current Washington State Department of Revenue Business License (UBI number).
- Industrial insurance coverage must be current.
- Employment security department number must be provided.
- Contractor must not be currently debarred from any federal or state bidding.
- Additional Qualification Requirements are located on the Contractor Qualification Form.
- Experience – Company & Employee
- References – Provide a minimum of four (4) references.
- Washington State Department of Agriculture (WSDA) pesticide license (Aquatic application license preferred, but not required).
- Right of Way and Traffic Control Qualifications: Maintenance activities included in these contracts occurs within the Right Of Way. The contractor will obtain the necessary right-of-way use permit for this contract and submit traffic control plans as required must. The traffic control plan will need to be approved through the City's Right-of-Way use official before work can begin. All traffic control must conform to the standards set forth by the MUTCD (Manual on Uniform Traffic Control Devices) from the Federal Highway Administration. This manual is available online at the following website: http://mutcd.fhwa.dot.gov/

SUBMITTAL REQUIREMENTS: Responses to this RFP must include the following:

- A completed and signed Contractors Qualification Certificate
- A completed and signed Cost Proposal Form for each site (not required to bid on all sites)
- A completed and signed RFP Proposal Form

- A completed and signed Non-Collusion Certificate.
- A completed and signed Affidavit of Equal Opportunity & Title VI Compliance form.

REQUIRED NUMBER OF PROPOSALS: three completed proposal(s) must be received by the proposal due date and time. The City at its discretion may make additional copies of the proposal for the purpose of evaluation only. The original proposal will include original signatures by authorized personnel, on all documents that require an authorized signature.

EVALUATION PROCEDURES: Vendors are encouraged to be creative in responding to this RFP; proposing alternatives in addition to a traditional service delivery model. A joint proposal between two Vendors may be submitted. Proposals will be evaluated by the Selection Committee. The Selection Committee will consider the completeness of a Vendor's proposal and how well the proposal meets the needs of the City. In evaluating the proposals, the City will be using a criteria evaluation process.

EVALUATION CRITERIA: Proposals will be evaluated by City staff based upon the responsiveness of the Proposal to this RFP, which may be weighted by the City in any manner it deems appropriate. Interviews, if considered necessary, will be held with selected Vendors based on an evaluation of the proposals. All proposals will be evaluated using the criteria listed below:

- Minimum requirements:
- • 3 Years experience with scope of services necessary
- • Fleet/Size of Company sufficient for site requirements
- • Key Personnel to provide onsite management and respond to site needs
- • Training/Certifications of onsite employees and supervisors
- SCORING
- 2 - Exceeds minimum requirements (More than five years experience including successful municipal experience, degrees/certifications –ISA - CLT etc. ROW Traffic Control safety record/certification)
- 1 – Meets minimum requirements
- O – Does not meet minimum requirements
- Price Evaluation Criteria Rank 1-5 points using the following criteria:
- 5 – Lowest qualified price and sufficient labor hours to complete services
- 4 – 2nd Lowest qualified price and sufficient labor hours to complete services
- 3 – 3rd Lowest qualified price and sufficient labor hours to complete services
- 2 – 4th Lowest qualified price and sufficient labor hours to complete services
- 1 – 5th Lowest qualified price and sufficient labor hours to complete services
- 0 – Price or labor hours exceed or fail to meet site requirements

QUESTIONS: Questions regarding this project may be directed to the RFP coordinator via e-mail at mhauer@bellevuewa.gov. Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City.

Any questions will be answered in writing and posted on the City's website at www.bellevuewa.gov under "Find", "Bids, RFPs and RFQs", then "Current Bid Opportunities, RFPs and RFQs". It is the responsibility of individual firms to check the website for any amendments or Q & A's to this RFP.

CODE OF CONDUCT POLICY - COMPETITIVE SOLICITATIONS:

Definitions:

- Solicitations: method of acquiring goods, services, and construction for public use in which offers are made to the City between two or more sources. Typical documents used by the City are titled: Invitation to Bid, Invitation to Quote, Request for Proposals, Request for Qualifications Request for Information, or any other method of obtaining competitive offers.
- Blackout Period: The period between the time a solicitation is issued by the City and the time the City awards the contract.

- Lobbying: The attempt to persuade or influence any City employees, officials, or representatives responsible for reviewing, evaluating, ranking or awarding the work or contract for goods or services for or against any solicitation; provided, however, that lobbying shall not include the submission of required materials in direct response to the solicitation according to the instructions to respondents in such solicitation.

Conduct of Participants: After the issuance of any ***solicitation***, all bidders, proposers, contractors, consultants or individuals acting on their behalf are hereby prohibited from ***lobbying*** any City employee, official or representative at any time during the ***blackout period***.

Sanctions: The City may reject the submittal of any bidder, proposer, contractor and/or consultant who violates the policy set forth herein.

REJECTION OF PROPOSALS: The City reserves the right to reject any and all Proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by Vendors in the preparation and submission of their Proposals. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

RFP ADDENDA: The City reserves the right to change the RFP schedule or issue addenda to the RFP at any time. The City also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP.

In the event that it becomes necessary to revise any part of this RFP, the City will issue the addenda on the City's website (www.bellevuewa.gov) under "Find", "Bids, RFPs and RFQs", then "Current Bid Opportunities, RFPs and RFQs". It is the Vendor's responsibility to confirm as to whether any addenda have been issued.

PROPOSAL MODIFICATION & CLARIFICATIONS: The City reserves the right to request that any Vendor clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

Modification of a proposal already received will be considered only if the modification is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original proposal.

EXCEPTIONS: If Vendor(s) takes exception to any term or condition set forth in this proposal and/or the Sample Agreement and any of its Exhibits and Attachments (including Insurance Requirements), said exceptions must be clearly identified on the RFP Proposal Form. Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be submitted on the RFP Proposal Form under "Exceptions". Such exceptions shall be considered in the evaluation and award process. The City shall be the sole determiner of the acceptability of any exception.

PROPOSAL VALIDITY PERIOD: Submission of a proposal will signify the Vendor's agreement that its proposal and the content thereof are valid for 90 days following the submission deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the Contract that is negotiated between the City and the successful Vendor.

RESPONSE FORMAT: Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposal should be on completeness, clarity of content, and adherence to the presentation structure required by the RFP.

Vendor proposals must be submitted in the format specified below. Vendors that deviate from this format may be deemed non-responsive. Faxed proposals will not be accepted.

COMPLETENESS OF PROPOSAL: The Vendor must submit a completed RFP Proposal Form (included in this RFP) signed by a Vendor representative authorized to bind the proposing company contractually.

PROPOSAL RESPONSE DATE AND LOCATION: Proposals must be submitted no later than 4:00 PM on December 10, 2012. All proposals and accompanying documentation will become the property of the City and will not be returned. Vendors accept all risk of late delivery of mailed proposals regardless of fault.

PROPOSAL SIGNATURES:

- An authorized representative must sign proposals, with the Vendor's address, telephone and email information provided. Unsigned proposals may not be considered.
- If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.
- If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
- If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
- The City reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

CONTRACT NEGOTIATION: The City reserves the right to negotiate with the highest ranked firm that, in the opinion of the City has submitted a proposal that is the "best value" to the City. In no event will the City be required to offer any modified terms to any other firm prior to entering into an agreement with a proposer and the City shall incur no liability to any proposer as a result of such negotiation or modifications. It is the intent of the City to ensure it has the flexibility it needs to arrive at a mutually acceptable agreement. Negotiations may include, but not be limited to, matters such as:

- Contract details
- Contract payment details
- Service requirements
- Minor changes to the scope of services

CONTRACT AWARD: The City reserves the right to make an award without further discussion of the submittals. Therefore, the proposal should be initially submitted on the most favorable terms the Vendor can offer. The Vendor selected as the apparently successful Vendor will be expected to enter into a contract with the City.

A sample City contract is provided on the City's website at www.bellevuewa.gov. To view a PDF version of the sample contract document click on "Find | Bids, RFPs and RFQs | Current Bid Opportunities, RFPs and RFQs." It is expected that the Vendor will review this contract prior to submitting a proposal. The City typically does not accept changes to the Professional Services Contract terms and conditions. Should the Vendor wish to propose changes to the Contract terms and conditions, the desired changes must be identified in the Vendor's proposal. The City is under no obligation to accept such proposed changes, and may reject a Vendor's proposal based on proposed changes unacceptable to the City.

The general conditions and specification of the RFP and the successful Vendor's response, as amended by Contract between the City and the successful Vendor, including e-mail or written correspondence relative to the RFP, will become part of the Contract documents. Additionally, the City will verify Vendor representations that appear in the proposal. Failure of a Vendor to perform services as represented may result in elimination of the Vendor from further competition or in Contract cancellation or termination.

Once the City and Vendor have reached an agreement on the scope of services, a final contract will be prepared by the City. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final Contract. If the selected Vendor fails to sign the Contract within ten (10) business days of delivery of the final Contract, the City may elect to negotiate a Contract with the next-highest ranked Vendor. The City shall not be bound, or in any way obligated, until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of the final Contract.

The City further reserves the right, at its sole option, to award more than one contract or split a contract among multiple Vendors, or use a contract different from the sample City contract.

INVASIVE SPECIES MANAGEMENT: If this project includes work done around streams, streambanks, or wetlands, the following protocols will apply:

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

- Contractors shall ensure that all equipment is clean and decontaminated of any potential invasive

species prior and after working in Bellevue streams. Equipment with mud or debris shall not be allowed to be deployed.

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

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

END OF SECTION 1 - GENERAL INFORMATION

Section 2
TERMS & CONDITIONS

EQUAL OPPORTUNITY EMPLOYMENT: The successful Vendor or Vendors must comply with the City of Bellevue equal opportunity requirements. The City of Bellevue is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, disability or sexual orientation.

TITLE VI: It is the City of Bellevue's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

INSURANCE REQUIREMENTS: The selected Vendor, or Vendors, shall maintain insurance that is sufficient to protect the Vendor's business against all applicable risks, as set forth in the City's Standard Insurance Requirements Attachment "B." Please review insurance requirements prior to submitting a Proposal. If selected Vendor is unable to meet these standard requirements, please note current or proposed insurance coverage in submittal as an Exception. Standard requirements may be negotiated if it is in the best interest of the City.

INDEMNIFICATION: The Vendor shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against any liability that may be imposed upon them because of the Vendor's failure to provide compensation coverage or liability coverage.

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

Prior to making any payment under this Contract, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages on Public Works Contracts" from the Department of Labor & Industries. It is the Vendor's responsibility to obtain and file the "Statement of Intent to Pay Prevailing Wage". The Vendor shall be responsible for all filing fees. Each invoice may include a signed statement that prevailing wages have been paid by the contractor and all subcontractors. Following the final acceptance of services rendered, the Vendor shall submit an "Affidavit of Wages Paid".

BUSINESS REGISTRATION AND TAXATION: The Vendor or Vendors awarded the contract will be subject to City of Bellevue Business Registration and Business Taxation as presented in the Bellevue City Code. Questions about the City's Business and Occupation (B&O) tax should be directed to the City's Tax office at 425-452-6851.

NON-ENDORSEMENT: As a result of the selection of a Vendor to supply products and/or services to the City, Vendor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

NON-COLLUSION: Submittal and signature of a Proposal swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Vendor has not induced or solicited others to submit a sham offer, or to refrain from proposing.

COMPLIANCE WITH LAWS AND REGULATIONS: In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Vendor or Vendors ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

EXPANSION CLAUSE: Any resultant contract may be further expanded to include any other item normally offered by the vendor, as long as the price of such additional products based on the same cost/profit formula as the listed item.

OWNERSHIP OF DOCUMENTS: Any reports, studies, conclusions and summaries prepared by the Vendor shall become the property of the City.

CONFIDENTIALITY OF INFORMATION: All information and data furnished to the Vendor by the City, and all other documents to which the Vendor's employees have access during the term of the Contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

PUBLIC RECORDS: Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFP (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of law. If the City receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to the City (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by the City within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

COOPERATIVE PURCHASING: RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies that file an Interlocal Joint Purchasing Agreement with the City of Bellevue may also wish to procure the goods and/or services herein offered by the selected Vendor. The selected Vendor shall have the option of extending its offer to the City of Bellevue to other agencies for the same cost, terms and conditions.

The City of Bellevue does not accept any responsibility for agreements, contracts or purchase orders issued by other public agencies to the Vendor. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. The City of Bellevue accepts no responsibility for the performance of the Vendor in providing goods and/or services to other public agencies, nor any responsibility for the payment price to the Vendor for other public agency purchases.

END OF SECTION 2 - TERMS AND CONDITIONS

ATTACHMENT "A"
SCOPE OF WORK

I. GENERAL REQUIREMENTS

A. Intent

The intent of these specifications is to describe and cover all labor, materials, equipment and services necessary for the performance of all work included in and required by the Contract specifications for the Landscape maintenance at multiple Street Tree and Arterial Landscape Sites.

B. Work Included

The work included in the Contract includes maintaining landscape surfaces including the following;

Landscape maintenance. Turf, bed and plant care.

- Turf mowing, edging, line trimming.
- Shrub and ground cover pruning, brush pruning, weeding, planting bed maintenance, annual flower beds.
- Hard and soft surface blowing of debris from landscape maintenance activities,
- Operation and maintenance of above and below ground irrigation systems to a maximum of three feet below ground. (If specified in annual maintenance schedule)
- Leaf removal from landscape maintenance surfaces.
- Application of fertilizers and herbicides as specified herein and in the Form 2 Annual Maintenance Schedule Guidelines for each site.

Parking lot, sport court and trail surfaces. (If specified in annual maintenance schedule)

- Cleaning or sweeping/blowing parking lots, sport courts and trail surfaces with backpack or push power vacuums or blowers as a regular maintenance. Not including construction project cleanup.

Trash receptacle service. (If specified in annual maintenance schedule)

- Litter pickup and garbage removal
- Empty trash receptacle.
- Clean/wipe containers.
- Replace liners.

C. Work Not Included

Work not included in the Contract includes, but is not limited to;

- Tree falling or bucking.
- Technical tree pruning.
- Building construction/demolition, structural repairs or custom fabrication of benches, play equipment or picnic tables.
- Use of power equipment with more than ninety horsepower.
- Road, path or trail construction.
- All items referenced "Not in Contract" or "NIC".

D. Site Locations

1. 100th Ave NE, NE 8th to NE 15th
2. SE 8th 112th to 114th, 112th Ave SE, SE 8th to Bellevue Way SE, 112th Avenue SE NEP Bed, SE 8th to Bellevue District Court (3 sites combined)
3. 121st Ave SE, SE 8th to SE 10th
4. 139th Ave SE, Kamber Road to SE Eastgate Way
5. 148th Ave Central, Lake Hills Blvd SE to NE 8th
6. 148th Ave North, NE 8th to Bel-Red Road
7. 148th Ave NE Medians, NE 29th to Redmond City Limit, 148th Overlake, Bel-Red Road to SR 520 (2 sites combined)
8. Bellevue Way SE, I-90 to Main Street
9. Central Business District, Main Street to NE 12th, I-405 to 100th
10. Coal Creek Parkway SE, I-405 to Factoria Blvd SE
11. Cougar Mountain Way SE, Lakemont Blvd SE to SE 60th
12. Eastgate Way SE, 148th to 156th, 150th Ave SE and SE 36th Turn Around, Advanta, 166th SE to Airfield Park Site (Advanta Building) Lake Sammamish Roundabout, West Lake Sammamish Parkway at 4229, SE 35th Street, 161st SE to 162nd SE (5 sites combined, may bid/award separately)
13. Factoria Trail, 124th Ave SE to Factoria Blvd SE
14. Glendale Property NE 8th at 136th
15. Highland Drive, Forest Drive SE to 146th SE
16. Lake Washington Blvd SE, I-405 to SE 60th
17. Lakemont Blvd SE Streetscape, 164th to 171st and Village Park Drive to SE 55th (2 sites combined)
18. Lakemont Blvd SE Extension 171st to I-90
19. NE 24th 156th to 172nd
20. NE 29th Place, NE 24th to 148th NE
21. NE 30th Street, Bel-Red Road to 173rd
22. Newport Way SE, Factoria Blvd SE to Allen Road
23. SE 26th Street, West Lake Sammamish Blvd to 168th SE
24. Neighborhood Traffic Calming Program Sites, City Wide (multiple beds, medians and traffic circles)
25. 108th Ave SE, SE 34th to Bellevue Way SE
26. 116th Ave SE Gateway Median SE 8th to SE 1st
27. 116th Ave and NE 4th, SE 1st to NE 12th, NE 4th to I-405 (2 sites combined)
28. 119th/118th Ave SE, Lake Heights Road to SE 40th (2 sites combined)
29. 128th Ave SE, SE 32nd to SE 22nd Place
30. 145th Place SE Phase II, SE 24th to SE 16th
31. 164th Ave NE, NE 6th to NE12th, NE 8th NEP, 165th to 167th (2 sites combined)
32. Bel-Red Mini Park, NE 12th and 124th NE
33. Hidden Creek, NE 8th at 127th
34. NE 24th West (Bellevue Way to 98th)
35. SE 60th Newport Hills ID
36. SE 16th Street 145th to 148th
37. Surry Downs NEP Beds, Surry Downs entries and medians (multiple small beds and medians)
38. 112th NE, NE 12th to NE 24th
39. Enatai Mercer Slough Trail Landscape, 108th SE and SE 34th

40. Eastgate Yard, 135th and SE 40th
41. 140th Trail North Landscape, NE 24th To Redmond City Limit
42. 140th Ave NE Central, SE 8th to NE 24th
43. Ranger Station Landscape, SE 16th and 156th Ave SE
44. Winters House Landscape, Bellevue Way SE from Park and Ride to 112th Ave SE
45. 118th SE Belfield to I-90
46. Mercer Slough Environmental Education Center Landscape, 16000 block 118th Ave SE

E. Penalties

A penalty may be assessed if upon inspection of the site(s) the contract technical requirements have not been met. The contractor will have 72 hours to comply with any verbal or written notice of the contract deficiency before a second occurrence penalty may be assessed. It is the Contract Administrator's sole discretion to apply penalties for non-compliance.

The following minimum penalties may be applied:

1. First occurrence will be assessed at $100.00.
2. Second occurrence will be assessed at $200.00.
3. Upon a third occurrence within the contract duration the City may, at its option, terminate the contract.

If the contract is terminated for cause, the termination will take effect immediately upon notice.

The City also reserves the right to pursue any other legal or equitable remedies it has under the law for breach of contract by the contractor.

F. Definitions

"Owners", "Parks and Community Services Department", "Resource Management or Natural Resource Division", "City and/or City of Bellevue" and their authorized representatives shall be understood to mean one and the same.

"Contract Administrator" shall be the City of Bellevue Parks & Community Services Department's Resource Management or Natural Resource Division designee.

"Approved" means approved in writing or verbally by the Owner or the Contract Administrator.

"Approved equal or equivalent", as hereinafter used, shall mean a material or method equal to or better than the required materials or methods.

"As shown" shall mean as shown on the Contract Drawings or maps.

"Grounds maintenance" and "landscape maintenance" mean the work and provisions described by the Scope of Work attached to the General Services Contract.

"Native trees" shall mean those trees, which are indigenous or natural to the site.

"Ornamental trees" shall mean those trees which are not indigenous or natural to the site, and are located as part of the designed landscape.

G. Waste Sites

The Contractor shall select his/her own sites for disposal of debris and unsuitable materials collected under the conditions of this contract. The Contractor shall dispose of all debris and unsuitable materials in a responsible manner and in compliance with all federal, state and local laws. In no case shall debris and unsuitable materials be disposed upon City property or any property contiguous thereto. The Contractor is solely and alone responsible for any and all damages done or regulations violated in the disposal of waste material, and for any other actions, which he/she performs. Contractor holds the Owner faultless and free from liability for any and all damages and costs incurred as a result of Contractor's actions. It shall be the responsibility of the Contractor to pay all fees and costs incurred in the disposal of waste material.

H. Changes

Should any changes in the Annual Maintenance Schedule Guidelines and/or the technical requirements be required, the Contractor shall refer same to Owner in writing for approval before work which deviates from the original requirements is started. In event of disagreement on the necessity of such changes, the Owner's decision shall be final.

A Contract Amendment shall be executed and filed with the Owner for all changes and/or additional work or materials in excess of the requirements covered in the technical requirements. The Contract Amendment, when endorsed by the Contractor and the City, shall become binding to both parties thereto.

I. Payment

Payment shall not exceed the monthly amount calculated from the costs set forth in the Contractor’s Cost Proposal and the estimated frequencies set forth in the Annual Maintenance Schedule Guidelines without the prior approval of the Contract Administrator. Payment will be made according to the actual information submitted by the contractor on the Invoice Schedule form which will be provided by the City

J. Invoicing

The Contractor providing services must submit an invoice for services rendered to the Parks and Community Services Department. The Contractor shall invoice only for services rendered. Invoice (s) shall be delivered to:

City of Bellevue
Parks and Community Services Department
Natural Resource Division
PO Box 90012
Bellevue, Washington 98009-9012
Attention: Contract Administration

Invoices should be sent at the end of each billing period. The invoice must show invoice number, site name, billing period, amount due for each site, Washington Sales Tax if applicable, and grand total. Any reduced billing amount or payment deductions shall be included on the monthly invoice in an itemized manner.

Additional work shall be separately invoiced including description of work, materials used, labor hours and hourly labor rate.

In addition the name, address, and telephone number of agency performing services must be shown. Payment will be made in the normal course of business following completion of the service month.

K. Supervisor's Inspection Report

The Supervisor's Monthly Inspection Report will be completed by the contractor's supervisor or crew leader on site condition, appearance and concerns. Each task must be evaluated and descriptive comments provided. This form will be mailed or faxed to the Contract Administrator on the 25th day of each month.

L. Contractor's Staff Identification and Required Clothing

The Contractor shall provide an identification system for personnel assigned to City sites and facilities which clearly indicates to City representatives and the public the name of the Contractor responsible for landscape maintenance services. This identification will include all maintenance vehicles used by the Contractor being clearly marked with company name.

All employees or those conducting business under the authority of the Contractor will be responsible to be properly dressed. Clothing shall consist of Department of Labor approved footwear, long trousers (no shorts or cutoffs), and shirts that protect the shoulders and upper arm (no tank-tops). All employees will have the Contractors name clearly printed on the employee uniform.

The identification system shall be furnished at the Contractor's expense.

M. Subcontractors

All subcontracted services must be approved in advance by the Contract Administrator. Subcontractors are required to have a valid Certificate of Insurance, which may include pollution liability coverage for chemical applications, and a Hold Harmless Agreement on file with the City of Bellevue Purchasing Department.

II. TECHNICAL REQUIREMENTS

Part 1 MAINTENANCE REQUIREMENTS

A. The Contractor will furnish all labor, tools, specialized equipment, materials, supervision and transportation to perform landscape maintenance services as specifically outlined in the Technical Requirements. The Contractor will furnish a copy of the site description, Technical Requirements, and Annual Maintenance Schedule Guidelines to the site Crew Leader and these documents must be present while performing the site maintenance.

B. All fieldwork shall be performed under the supervision of a qualified Crew Leader who is familiar with the contract requirements and understands the industry accepted horticultural practices.

C. The Contractor will ensure that employees comply with all City of Bellevue, WISHA and Washington State Industrial regulations and practices.

D. Any Contractor having employees working on or near a street or within the City Right of Way shall comply with City of Bellevue and Washington State regulations pertaining to safety equipment, warning signs and traffic control. The Contractor will be provided an annual Right of Way Use Permit for maintenance activities included in Contract. Vehicular/Pedestrian traffic control shall be used in accordance with the current *"Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), Part V"* I the MUTCD-Washington State Modifications (M 24-01) as now or hereafter amended and as prescribed by the City of Bellevue Transportation and Police Departments.

http://www.wsdot.wa.gov/biz/trafficoperations/mutcd.htm

The following regulations must be observed:

1. Workers must wear safety vests at all times.

2. The Contractor shall not implement any lane, ramp, roadway, shoulder or sidewalk closures without a site specific Traffic Control or Detour Plan approved by the Engineer. The Contractor shall submit the site specific Traffic Control and/or Detour Plan(s) for all phases of the project to the Engineer for approval a minimum of 10 days in advance of when the Traffic Control or Detour Plan(s) will be implemented. Continuous two-way traffic shall be maintained during working hours unless a Detour Plan has been approved by the City Traffic Engineer 48 hours in advance. A Temporary Traffic Control or Detour Plan may be provided to the Contractor by the City for specific sites covered under this contract. The City Traffic Engineer will only approve detours which can be shown to not significantly impede traffic flow, cause delays or traffic safety problems.

3. Legally parked trucks and trailers must be coned at all times to provide warning to approaching vehicles. Minimum cone height is 18 inches; however, we recommend 28 inch cones with retro reflective tape.

4. Any temporary traffic control devices utilized shall be installed, maintained, removed and supervised by trained and qualified Contractor staff. Lighted arrow displays may be required when working on arterial roadways and within the Central Business District. Parking regulations apply to maintenance vehicles and equipment. Penalties will be assessed for failure to implement proper temporary traffic control.

These safety regulations are mandated by the State Department of Labor and Industries and are subject to change. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH CURRENT REGULATIONS AT THE TIME OF WORK. Failure to comply with proper safety procedures may result in penalties and/or contract cancellation.

The City will not be held liable for any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from the Contractor's failure to comply with the terms of this Contract, including but not limited to the *MUTCD* and reasonable traffic control and safety directives of the City. Nothing in this section shall be construed to abridge, limit, or modify the

indemnification provisions in Section 10 of this Contract.

E. All contractors shall have a means of communication with the Contract Administrator and the public while conducting business on City Property.

F. The Contract Administrator will inspect work performed by the Contractor on a regular basis. In the event of work performance deficiencies, the Contract Administrator will notify the Contractor to correct the deficiency within 72 hours. Notification may be verbal or written. Penalties may be assessed with a 72 hour notice for noncompliance, see Section I.E, Penalties.

G. Upon Request the Contractor shall establish and submit a weekly work schedule to the Contract Administrator. Work shall be performed on the same day each week. In no case shall work, with the exception of litter and garbage collection, be performed more than 48 hours after the regularly scheduled day without notification of the Contract Administrator. The Contractor's schedule for litter and garbage collection shall not deviate unless the Contract Administrator grants prior approval.

H. Noise generating equipment such as mowers, edger's and blowers shall not commence before 7:00 a.m. on weekdays and 9:00 a.m. on weekends unless approval has been obtained by the Contract Administrator. No work shall be done after 7:00 p.m. without the permission of the Contract Administrator.

I. Report any damage to, or potential hazard, involving park property immediately to the Resource Management office located at 16023 NE 8th Street, (425) 452 - 6855. After hour emergencies should be reported to the Bellevue Police/Fire Communications Center, telephone 911.

J. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or protect park visitors from injury. It is the Contractor's responsibility to provide close supervision of maintenance operations and management of the site. This requires total site inspection on a regular basis as referred to in General Requirements, Section I. K, Supervisor's Inspection Report.

K. Incidents, altercations or accidents involving park patrons, Contractor employees or City employees shall be reported to the Contract Administrator immediately. The Contract Administrator, at his or her discretion, may require a written report from the Contractor describing the incident or accident. Such report shall be provided in a timely manner.

L. Any damage to park structures or plant material due to Contractor negligence will be remedied by the Contractor, at his or her expense, in a timely manner.

M. Pesticide Application Requirements

1. The Contractor will follow the City of Bellevue policies and procedures on managing pesticide usage. Application of pesticides shall follow the guidelines outlined in the City of Bellevue Parks and Community Services Department's *Environmental Best Management* Practices (2006) manual. The City reserves the right to limit the use of specific herbicides and/or applications of said herbicides. Only Glyphosate may be used without prior expressed permission from the Contract Administrator. Notification for use of products other than Glyphosate must be made 24

hours prior to scheduled application and must receive express approval from the Contract Administrator. Notification may be verbal or written.

2. The Contractor shall possess a current Washington State, Department of Agriculture (WSDA), and Commercial Pesticide Applicator Company License and all other licenses and permits required by law at the time of the work. The Contractor shall provide a copy of this license to the City each year.

3. The Contractor shall permit only personnel who possess a current Commercial Pesticide Operator license to apply pesticides to City of Bellevue property.

4. The Contractor shall provide a list of personnel who possess a current Commercial Pesticide Operator license each year. The list shall include the name of the licensed operator, license number, endorsements and expiration date.

5. At the time of application, a marker must be placed at each primary point of entry. The marker shall be a minimum of four inches by five inches. It shall have the words: "THIS LANDSCAPE HAS BEEN TREATED BY" as the headline and "FOR MORE INFORMATION PLEASE CALL" as the footer. The company name and service mark shall be included between the headline and the footer on a marker placed by a commercial applicator. The applicator's telephone number where information can be obtained about the application shall be included in the footer of the marker. Additionally, the date, time, and product name shall be recorded on each marker. The markers shall be removed the day following application.

6. The Contractor shall record each application and provide a copy of the record on WSDA Pesticide Application Record (Version 1). The Record shall be sent (a fax is acceptable) to the Contract Administrator within 24 hours of Application.

7. The Contractor is responsible for ensuring compliance with all WSDA regulations and statutes, including compliance with any new or modified regulations or statutes once the regulation or statute has been implemented by WSDA

Part 2 FORMAL TURF

A. All formal turf shall be maintained to a height of two to two and one-half inches. Collection of grass clippings is required only to prevent grass clumps from being left on the turf.

B. All turf around posts, fences, trees, and shrubs shall be trimmed each week. Care shall be taken not to damage structures or trees with equipment. Turf around vaults, irrigation valve boxes and irrigation heads shall be trimmed as necessary to insure proper access and operation.

C. All turf areas shall be edged at sidewalks, curbs and formal beds. It is required that a power edger with a hard blade be used. Extreme caution should be used to prevent chipping of concrete structures by edging equipment.

D. All turf areas shall receive proper soil amendments, which provide the turf with the proper nutrients to maintain a healthy appearance. The contractor, at the request of the Contract

Administrator, will provide information on fertilizer type, chemical makeup and quantity used. Total application of turf fertilizer shall be applied at the rate of four pounds of nitrogen, per 1,000 square feet of turf per year. A drop spreader must be used when applying fertilizer within five feet of street gutters, catch basins, play areas or drainage swales.

E. With the approval of the Contract Administrator, turf areas may receive an approved broadleaf herbicide to control weeds. This application is to be applied as a "spot" spray and not as a broadcast application. Moss is considered a weed in turf and must be removed. Herbicide and fertilizer applications will be conducted during periods of low park usage, (i.e. early morning hours, cool or inclement weather, etc.) to minimize impact to park users.

F. Rough Mow

Rough mow turf to a height of three to four inches. Collection of grass clippings is required only to prevent grass clumps from being left on the turf.

G. Turf Renovation

Renovation shall include verti-cutting to remove thatch, aeration with either hollow or solid tine equipment, over-seeding with Perennial Rye grass seed mixture, cleanup and disposal of debris. Irrigation heads, valve boxes, etc. will be located and marked before proceeding with turf renovation. Contractor will be responsible for repair, at their expense, any irrigation or other infrastructure damaged by Contractor during turf renovation.

Part 3 SHRUBS, GROUNDCOVER BEDS AND VINES

A. Bed areas shall be kept in weed free condition. Moss is considered a weed and must be removed. All beds shall be weeded by mechanical and/or chemical means. Bark mulch shall be medium fine grade and spread evenly to a 2 inch depth in shrub beds and tree wells. Bark mulch will be added only as needed with the approval of the contract administrator. Open bark areas will be kept neat by scuffle hoeing, raking and leveling of the surface as needed for appearance.

Naturalized bulbs in shrub beds and tree circles shall be deadheaded after blooming and the foliage cut back once die back is apparent.

B. Ground cover shall be trimmed at the edge of hard surfaces, (sidewalks and curbs), trails, and bed areas. Ground covers shall be trimmed to prevent encroachment in to shrubs, trees utility vaults, irrigation valve boxes, and irrigation heads. Equipment used shall insure proper pruning techniques and that plant material will not be damaged.

C. Shrubs shall be pruned to maintain desired shape and function as needed to provide a neat, trim and natural appearance. This task must be seasonally timed so as not to remove flower buds. Required pruning timing and practices are noted on the Pruning Frequencies and Supervisor's Inspection Report. Failure to complete pruning as directed and/or failure to submit completed report is subject to penalties as indicated in E. Penalties.

Vines shall be pruned to maintain desired shape and function as needed to provide a neat, trim and natural appearance. Vine shall be trimmed to prevent encroachment into shrubs, trees, utility vaults, irrigation valve boxes, sidewalks and irrigation heads. Horizontal and vertical shoots shall be

trimmed to a uniformed depth and thickness to maintain a healthy rejuvenated plant.

D. Dead plant material such as shrubs, groundcover, and limbs shall be removed by the contractor and the Contract Administrator notified of such action.

E. With the approval of the Contract Administrator, beds may receive an approved pre-emergent herbicide applied with the manufacturer's recommendations and in accordance with *City of Bellevue Parks and Community Services Environmental Best Management Practic*es (2006) manual.

Any damage to desirable plant material due to Contractor negligence, maintenance methods, or misuse of pesticides will be remedied by the Contractor, at his or her expense, in a timely manner.

F. Ornamental trees shall not be pruned except to remove singular broken branches or perform minor clearance pruning. All pruning must meet International Society of Arborists standards.

Singular branches that are hanging below the overall tree canopy and are an impediment to pedestrian traffic or maintenance activities may be pruned 8 ft. above sidewalk.

Tree suckers and volunteer seedlings shall be removed as necessary.

The Contractor shall be responsible for notifying the Contract Administrator or Resource Management office of any significant tree hazards including, but not limited to: dead native and ornamental trees, broken limbs, disease and insect infestations.

Ornamental trees within turf areas are to be kept grass free 18 inches from the tree base**.**

Part 4 HARD AND SOFT SURFACES

A. Sidewalks, gravel or barked trails, curbs and gutters, sport courts, parking lots, the gutters of all street medians, cement or asphalt surfaces of medians, and other hard surfaces shall be kept clean of grass clippings, leaves, litter and debris. The use of power blowers is acceptable; however, debris accumulations must be removed from the site and not blown onto adjacent property, shrub/groundcover beds, or road surfaces.

B. Undesirable plant material, including moss, in sidewalks, gravel or barked trails, curbs and other hard surfaces shall be removed. In no case shall any pre- or post-emergent herbicides with residual characteristics be used in these areas.

Part 5 ANNUAL FLOWERBEDS (NIC)

Part 6 OTHER SERVICES

A. Leaves shall be removed from all maintained areas including turf, shrub beds, hard surfaces, and street gutters. The use of power blowers is acceptable; however, debris accumulations must not be blown onto adjacent street surfaces or ditches.

Leaves may be blown back into adjacent natural areas where applicable, otherwise accumulations shall be removed from the site.

B. All litter and animal feces shall be removed from turf, shrub beds, play areas, hard surface areas, native areas and social trails. The Contractor shall remove litter from the site for disposal.

C. Empty all garbage cans and install fresh liners. Polyethylene liners with a thickness of .002 *or greater*, size 34 x 42 shall be used. Bags shall be tied to the top of can to keep it from falling into the bottom of the trash receptacle.

D. All encroaching, neighboring vegetation including brush, trees and shrubs shall be kept trimmed away from roads, trails, walkways and maintained areas. Vegetation shall normally be trimmed at property boundaries but also shall be trimmed to prevent the limitation of sight-lines along trails and/or streets. In the event of sight distance pruning deficiencies identified by the Contract Administrator, other City staff, or the contractor, the Contract Administrator will notify the Contractor to correct the deficiency within 72 hours. Notification may be verbal or written. Penalties may be assessed after the above mentioned 72 hour notice for noncompliance, see Section E, Penalties. Vertical sidewalk and trail clearance is eight feet; equestrian trail vertical clearance is ten feet, and horizontal clearance is approximately one foot beyond any sidewalk or trail edge. This includes areas along trails bordered by fencing. Horizontal clearance may vary depending on style of construction, obstructions and property boundaries.

E. The Contractor shall remove windfall debris from all developed areas for disposal. Removal of trees with a diameter at breast height over four inches will be considered extra services.

F. Site Inspections: All sites will be inspected each month by the contractor's supervisor or crew leader. Inspections shall consist of all related areas of the site including native areas. A site map of required inspection areas will be included in the contract as Supervisor's Monthly Inspection Report. It is not appropriate to just check items, a thorough written inspection report is required.

Part 7 IRRIGATION (NIC) Notify Contract Administrator of any noticed damage or if adjustments are needed.

ATTACHMENT "B"
INSURANCE REQUIREMENTS
RFP #: 12248
RFP Title: 2013-2016 Routine Streetscape Maintenance Contracts

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

A. Minimum Insurance:

- Commercial General Liability coverage with limits not less than $1,000,000 per occurrence and $2,000,000 annual aggregate, including an endorsement for pollution liability coverage for pesticide usage.
- Business Automobile Liability coverage with limits not less than $1,000,000 per accident for any auto.
- Stop Gap/Employer's Liability coverage with limits not less than $1,000,000 per accident/disease.
- Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

B. Additional Insurance: N/A

C. Self-Insured Retentions:
Self-insured retentions must be declared to and approved by the City.

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

E. Acceptability of Insurers:
Insurance shall be placed with insurers with a rating acceptable to the City.

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

G. Subcontractors:
Vendor shall require subcontractors to provide coverage which complies with the requirements stated herein.

ATTACHMENT "C"
PREVAILING WAGE RATE REQUIREMENTS

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

A copy of the applicable prevailing wage rates are available for viewing at the City of Bellevue's Purchasing and Contracting Services office, located at Bellevue City Hall 450 110th Ave NE, Bellevue WA 98004. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

Prevailing Wage rates for prevailing wage contracts are published on the first business day of February and the first business day of August of each year. These rates become effective thirty days after the date of publication. Maintenance services (e.g.: janitorial, landscape, etc.) contracts of more than one year duration shall be modified for potential future variance in applicable prevailing wages each year after the first year of the contract. Prevailing wage increases shall be adjusted on the annual anniversary date of the Contract.

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

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

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

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

For additional information, contact:

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

ATTACHMENT D

ADDITIONAL INFORMATION

The below listed forms / documents will be included in the compact disc available on November 19, 2012 at the Pre Submittal Meeting. The compact discs will also be available for pick up after November 19, 2012, at the Service First Desk, 450 110th AVE NE Bellevue WA 98004.

- COST PROPOSAL FORM, PER SITE
- ANNAUL MAINTENANCE SCHEDULES
- SITES MAPS
- PRUNING FREQUENCIES AND SUPERVISORS INSPECTION REPORT
- SUPERVISORS MONTHLY INSPECTION REPORT

RFP PROPOSAL FORM

RFP # 12248

2013-2016 Routine Streetscape Maintenance Contracts

To: City of Bellevue

From: _____ Company Name

_____ Company Address

_____ City, State, Zip Code

_____ Phone, Email & Fax Number

Submittal Requirements Checklist:

- ☐ A completed and signed Contractors Qualification Certificate
- ☐ A completed and signed Cost Proposal Form for each site (not required to bid on all sites)
- ☐ A completed and signed RFP Proposal Form
- ☐ A completed and signed Non-Collusion Certificate.
- ☐ A completed and signed Affidavit of Equal Opportunity & Title VI Compliance form.

Exceptions:
Except as noted below, the undersigned hereby agrees to comply with all the terms & conditions put forth in the City's Request for Proposal.

The signature below represents review and acknowledgement of the City's Insurance Requirements as listed in Attachment "B". Our submittal includes the following verification (please check one):

- ☐ Evidence of Insurance Certificate verifying amounts of coverage.
- ☐ A written statement indicating the company currently has the required coverages or is willing to obtain (at company's own cost) the required coverages if awarded a contract.

Signed: _____ Dated: _____

Title: _____

CONTRACTOR QUALIFICATION CERTIFICATE

(Form to be submitted with RFP)

GENERAL COMPANY INFORMATION:

Company Name: _____

Address: _____

Owner Name: _____

Contact Person: _____

Phone: _____

Contact Person's Title: _____

E-Mail: _____

MINIMUM QUALIFICATIONS:

1. Open Washington State Department of Revenue Business License # (UBI): _____

2. Active Washington State Contractor License #: _____

3. Current Employment Security #: _____

Verify the following

4. Choose one:

q Proposer has current industrial insurance coverage for employees working in Washington; or

q Proposer is not required to have industrial insurance coverage for employees working Washington as required in Title 51 RCW.

5. Choose one:

q Proposer has not been disqualified or debarred from bidding on any federal or state bidding: or

q Proposer has been disqualified or debarred from bidding on any federal or state bidding;

Explain: _____

ADDITIONAL QUALIFICATION REQUIREMENTS:

6. Number of Years in Business under Current Company Name/License #: _____

7. Number of employees in your company/assigned to City of Bellevue sites: _____ / _____

8. Do you and/or employees have current Washington State Department of Agriculture (WSDA) pesticide license?

   q Yes. If yes, please list number of employees with licenses: _____

   q No.

9. Number of fleet vehicles in your company/assigned to City of Bellevue sites: _____ / _____

10. Please list experience of "key personnel" that will be assigned to supervise or work on City contracted sites (e.g.: On-Site Foreman, Irrigation Technician, Annual Flower Technician, Special Project Manager, etc):

	Staff Name	Job Title	Licenses (if applicable)	Years of Experience
1.				
2.				
3.				
4.				

11. Please describe current screening process for hiring employees:

12. Please describe current employee training and/or relevant certifications (e.g.: Flagging Card, ISA, CLT, Nurserymen's, etc.:

13. List your company's recent experience in Right of Way, Commercial/Municipal/Government agency landscape maintenance:

	Owner/Agency	Contact	Phone #	Type of Work	$ Amount
1.					
2.					
3.					
4.					

REQUIREMENTS AFTER CONTRACT AWARD:

If awarded a contract, Contractor agrees to comply with and obtain the following requirements:

- ✓ Provide a **Certificate of Insurance** with the City of Bellevue listed as an additional insured showing coverage amounts that meet or exceed the requested standard requirements (see ATTACHMENT "B").
- ✓ Each Contractor, and each employee, must sign an affidavit allowing the City of Bellevue to conduct a criminal background investigation for any employee working on City property.
- ✓ Provide documentation of legal residency or right-to-work in the State of Washington of each employee working on City property.
- ✓ Obtain a City of Bellevue Business license. Questions about the application should be directed to the City's Tax Division at 425-452-6851.
- ✓ Provide City with Statement of Intent to Pay Prevailing Wages prior to first payment. Provide City with Affidavit of Wages Paid prior to last payment.

The undersigned certifies that the information provided above is a true representation of its company's qualifications and agrees to comply with these assurances following award of the Contract and during the performance of the Contract.

By: _____ Date: _____

Authorized Signature

_____

Printed Name

NON-COLLUSION CERTIFICATE

STATE OF _____)
ss.
COUNTY OF _____)

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 Bellevue for consideration in the award of a contract on the improvement described as follows:

RFP # 12248 – 2013-2016 Routine Streetscape Maintenance Contracts

_____

_____
(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

Sworn to before me this_____day of _____2012.

Notary Public

CORPORATE SEAL:

EQUAL OPPORTUNITY REQUIREMENTS
& AFFIDAVIT OF TITLE VI COMPLIANCE

Equal Opportunity Requirements Section:

General Instructions:

Applications: The following materials pertain to the Equal Opportunity Requirements of the City of Bellevue as set forth in Chapter 4.28.143 of the Bellevue City Code. All contractors, subcontractors, consultants, vendors and suppliers who contract with the City in a total amount of thirty-five thousand or more within any given year must comply with these requirements.

Affidavit: Before being considered for a contract of the magnitude listed above, all Vendors will be required to submit the "Affidavit of Equal Opportunity Compliance" as part of their proposal/qualifications or upon the request of the Procurement Services Division.

Compliance: The City of Bellevue reserves the right to randomly select contractors, subcontractors, consultants, vendors or suppliers to be audited for compliance of the requirements listed. During this audit, the contractors, etc. will be asked for a specific demonstration of compliance with the requirements.

Noncompliance: A finding of a noncompliance may be considered a breach of contract and suspension or termination of the contract may follow.

City contact: The City's Compliance Office is the Procurement Services Division, and specific questions pertaining to this section may be directed to the Procurement Services Division at (425) 452-7876.

Bellevue City Code Excerpt:

Section 4.28.143 of the Bellevue City Code establishes the requirements for all contractual service providers:

"All contractors, subcontractors, consultants, vendors and suppliers who contract with the City of Bellevue in a total amount of thirty-five thousand or more within any given year are required to take affirmative action and comply with the following requirements of this section. There shall be included in any contract between such contractual services provider and the City of Bellevue the following provisions:

1. Vendor shall make specific and constant recruitment efforts with minority and women's organizations, schools, and training institutions. This shall be done by notifying relevant minority and women's organizations.
2. Vendor shall seek out eligible minority and women contractors to receive subcontract awards. Appropriate minority and women Vendors shall be notified in writing of any bids advertised for subcontract work.
3. Vendor shall provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer and the steps taken to equal treatment of all persons.
4. Vendor shall actively consider for promotion and advancement available minorities and women.
5. Vendor is encouraged to make specific efforts to encourage present minority and women employees to help recruit qualified members of protected groups.
6. Vendor is encouraged to provide traditional and nontraditional employment opportunities to female and minority youth through after school and summer employment.
7. Vendor is encouraged to assist in developing the skills of minorities and women by providing or sponsoring training programs.

Willful disregard of the City's nondiscrimination and affirmative action requirements shall be considered breach of contract and suspension or termination of all or part of the contract may follow.

All contractors, subcontractors, vendors, consultants or suppliers of the City required to take affirmative action must sign the affidavit of compliance and submit with the bid proposal or upon the request of the Procurement Services Division. All documents related to compliance steps listed above shall be presented upon the request of the Procurement Services Division. The Procurement Services Division shall serve as the compliance office for the City and is authorized to develop and issue procedures for the administration of this section."

Interpretations:

In order to more readily determine compliance with BCC 4.28.143, the following interpretations are provided:

Requirement 1. When a Vendor needs to recruit, they must notify minority and women's organizations, schools and training institutions. Such "notification" can be in the form of an advertisement in newspapers or trade journals of general circulation in the metropolitan Seattle area.

When the contractor hires through a union hiring hall, the contractor must be able to provide confirmation, upon request by the City, that the hiring hall has an equal opportunity policy.

Requirement 2. When a Vendor intends to subcontract out any work they shall notify minority and women contractors for the subcontract work. The requirements to notify minority and women Vendors of any bids can be satisfied by advertising in newspapers or trade journals that are of general circulation in the metropolitan Seattle area.

Requirement 3. If and when a Vendor hires new employees or contracts with subcontractors, the contractor must alert such employees and subcontractors to the contractor's commitment as an equal opportunity employer, etc. This requirement may be complied with by posting a notice of equal opportunity commitment at the job shack, or by the time clock.
Requirement 4. If and when a Vendor promotes or advances employees, the Vendor must consider all eligible employees.
The City of Bellevue reserves the right to audit all Vendors for compliance with the requirements set forth in BCC 4.28.143.

Affidavit of Title VI Compliance Section:

Assurances for Contractors, Subcontractors, Consultants, Suppliers and Manufacturers.

- **Compliance with Regulations**: The Vendor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination**: The Vendor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Vendor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontracts, including Procurement of Materials and Equipment**: In all solicitations either by competitive bidding or negotiations made by the Vendor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Vendor of the Vendor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.
- **Information and Reports**: The Vendor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Bellevue or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Vendor is in the exclusive possession of another who fails or refuses to furnish this information, the Vendor shall so certify to the City of Bellevue or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance**. In the event of the Vendor's noncompliance with the nondiscrimination provisions of this contract, the City of Bellevue and the Washington State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    a. Withholding of payments to the Vendor under the contract until the contractor complies, and/or;
    b. Cancellation, termination, or suspension of the contract, in whole or in part.
- **Incorporation of Provisions**. The Vendor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Vendor shall take such action with respect to any subcontractor or procurement as the City of Bellevue or the US Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Vendor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Vendor may request the City of Bellevue enter into such litigation to protect the interests of the City and, in addition, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

AFFIDAVIT OF EQUAL OPPORTUNITY & TITLE VI COMPLIANCE

_____ certifies that:

Vendor

1. If necessary to recruit additional employees, it has:

   a. Notified relevant minority and women's organizations, or

2. In sourcing subcontract work for trades listed above, it has notified in writing appropriate minority and women contractors of bids for subcontract work.

3. It will obtain from its subcontractors and submit upon request, an Affidavit of Equal Opportunity Compliance as required by these bid documents.

4. It has provided a written statement to all new employees or subcontractors indicating its commitment as an equal opportunity employer.

5. It has considered all eligible employees for promotion or advancement when promotion or advancement opportunities have existed.

By: _____

(authorized signature)

Title: _____

Date: _____

SPECIAL CONDITIONS FOR PERMIT 11 XXXXXX XT

DATE

Job Description:

Contact:

GENERAL CONDITIONS:

1. The contractor agrees to abide by all terms and special conditions of this permit including associated costs/fees.

2. The contractor agrees to hold harmless the City of Bellevue, its employee, agents, representatives, and volunteers from any liability, damage, or injuries to the contractor's facilities, the contractor, their guests, employees, or any other person or property resulting from or arising in connection with the use of the right of way by the contractor.

3. Issuance of this permit is for right of way use purposes only and does not constitute approval required for issuance of any other permits which may be required for construction necessary to complete the proposed project. It shall be the responsibility of the contractor to ensure that any and all other permits required for the proposed construction are obtained prior to beginning the construction.

4. A copy of the valid Right of Way Use Permit, the special conditions, and the approved plans shall be available on site at all times.

5. The contractor is advised that modifications of any permit conditions may be required in order to mitigate/resolve unforeseen impacts to the right of way due to activities authorized by this permit.

6. Upon receiving the Right of Way Use Permit, the contractor agrees to abide by all terms and conditions of any Stop Work Order posted by the Transportation Department. A Stop Work Order may be posted on the project whenever the Transportation Department has reasonable cause to believe that violation of the Right-of-Way Use Permit and special conditions has occurred, is about to occur, or that conditions exist that may constitute a hazard to persons or property. A Stop Work Order will necessitate a minimum 24-hour project shut down and meeting with, and at the convenience of, appropriate City staff to review and resolve issues leading to the issuance of the Order. Staff will allow work to continue only at successful resolution of the issues. A shut down of the project initiated by the Police Department will be treated as a Stop Work Order.

7. The contractors and their sub-contractors shall contact the One Call Locator Service at 1-800-424-5555 a minimum of two (2) business days but not more than ten (10) days prior to the beginning of any excavation authorized by this permit. RCW 19.122, BCC 14.30.070.

8. Unless otherwise directed in the Transportation Department's Design Manual or otherwise approved by the City's Transportation Inspector assigned to this project, all work, processes, and materials must meet the current requirements under the Standard Specifications for Road, Bridge, and Municipal Construction issued by the Washington State Department of Transportation.

INSPECTION REQUIREMENTS:

9. The use of the public right of way authorized by this permit is subject to on-site inspection by a Transportation Department Right of Way Use Inspector. This permit requires a minimum of three inspections: 1. Job Start, 2. Precon, and 3. Final. Additional inspections may be required for on-going work in the public right of way. The applicant is required to schedule all required inspections through the IVR tracking system by calling 425-452-6875. The required pre-construction shall take place prior to beginning any construction activity in the public right of way. To schedule a pre-construction meeting call the number listed above, reference the permit number and inspection code. Request a call back from the inspector assigned to this permit to schedule the meeting. Pre-construction meetings shall be arranged to meet the schedule of the Inspector assigned to this permit. In some instances and at the discretion of the Inspector, some preconstruction meetings may be accomplished over the phone. The frequency and reporting requirements for additional inspections shall be determined by the Inspector and communicated to the applicant.

10. The plans for this project show that city landscaping or irrigation systems may be impacted. The contractor shall call the City of Bellevue Parks Department at 425-452-6855 to arrange an on-site meeting with Parks Department Staff prior to the beginning of work.

VEHICULAR / PEDESTRIAN TRAFFIC CONTROL:

11. Vehicular / Pedestrian traffic control for all phases of this project shall be used in accordance with the "Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), Part VI." the MUTCD-Washington State Modifications (M 24-01) and as prescribed by the City of Bellevue Transportation and Police Departments.

12. The contractor shall provide appropriate flagmen, signing, coning, and barricades for any temporary lane closures, sidewalk closures, or construction activities. It is vital to local businesses and residents that access and egress remain available. To this end, all traffic management must, foremost, assure public safety and traffic flow. Construction activity will be secondary to these tasks. Should traffic conditions resulting from work activity substantially affect access/egress of other businesses/residents, the contractor must intercede to return traffic to near-normal flow. Undue traffic impacts will result in a shut-down of the use of the right of way until plans to mitigate the situation can be made and subsequently approved by the City.

13. Sidewalks and trails are to remain open at all times during this operation. With approval of a temporary traffic control plan that includes temporary pedestrian facilities and/or pedestrian detours, short duration sidewalk closures may be allowed. At no time will the sidewalks on both sides of the street, within the same block, be closed at the same time. Construction activities shall not affect access to pedestrian traffic signal equipment (ped push buttons) or crosswalks without prior authorization through an approved temporary traffic control plan. See attachment titled "Pedestrian Access During Construction".

14. Two-way traffic must be maintained at all times unless specifically authorized through an approved temporary traffic control plan.

15. Prior to any construction activity in the public right of way, the contractor shall submit and receive approval of a site specific traffic control plan for all phases of the project. The traffic control plan shall include traffic control for all pedestrian facilities impacted by this project.

16. A minimum of two (2) weeks prior to any construction activity in the public right of way, the applicant's contractor shall apply for a separate Right of Way Use Permit to cover their temporary traffic control for the duration of the project. The application must be accompanied by a site-specific traffic control plan(s), and said plan(s) must be approved prior to beginning any mobilization and/or construction. Contractor must also submit and receive approval of a site specific traffic control plan(s) for each subsequent phase of the project as necessary. The traffic control plan(s) shall include traffic control for all pedestrian facilities impacted by this project.

17. All requests for temporary lane closures or detours shall be submitted to the Traffic Engineer for review and approval at least 10 days prior to the lane closure or detour.

18. When required, the applicant shall provide off-duty police officers for flagging traffic. Off-duty police officers can be reached at Puget Sound Executive Services 360-681-7737. Officers hired by the Contractor are viewed by the City as private contractors and, as such, are held to the same permit requirements as any sub-contractor for the site.

19. Based on the traffic control plan submitted by the contractor for this project and recognized by the City of Bellevue, no off duty Police Officers will be required. However, if the area of the work zone goes beyond the area identified in the plan, or if traffic/area/site or other conditions necessitate a change to the designed traffic control plan, an on-site approval by the Transportation Inspector must be obtained prior to the modifications to the traffic control plan. At any time, at the discretion of the Transportation Inspector or Bellevue Police, it may be necessary to stop work and restore normal traffic conditions until the appropriate number of off Duty Police officers can be obtained to control traffic.

20. The contractor shall employ a Washington State Certified Traffic Control Supervisor for the duration of this project. See attachment for role and responsibility requirements.

21. Unlicensed vehicles are restricted to the work zone. The work zone is defined as the work area closed off to all public

access through the use of cones, barricades, etc. Operators of unlicensed vehicles operating outside of the work zone will be subject to ticketing. Repeated offenses may cause the vehicle to be impounded and a Stop Work Order to be issued on the project.

22. The contractor shall barricade off that portion of the right of way where any excavation is occurring or where the any excavation has undermined the right of way or may be a safety hazard to the pedestrian/public.

CONSTRUCTION IMPACTS:

23. As determined by the inspector, damage to any City infrastructure resulting from any work or process done under or associated with this permit will be repaired to as good as or better condition in a manner and with materials as approved by the City. Such repair may require an addendum to the existing permit or may require obtaining a new Right of Way Use permit with appropriate cost.

    Any damage to the existing signal equipment, detector loops, interconnect system and street lighting equipment, etc. shall be replaced per City Standards and to the satisfaction of the Signal Shop (425-452-6950) within seven (7) calendar days. The contractor shall notify the Signal Shop at 425-452-6990 immediately should any loop detectors get cut or damaged. The contractor is responsible for permanent loops and shall grind and overlay the damaged loop area and replace the loops per City Standards. (This work shall be performed by an electrical company certified by the State of Washington in accordance with RCW 19.28. Proof of certification shall be required upon request by the City.) For information on loops, contact Doran Beauclair at 425-452-6950 or 425-864-8080.

    If the contractor damages or removes any existing City of Bellevue owned landscaping and or irrigation system, they shall replace it per City Parks Department's Standards within 14 days. Work around street trees shall be done in a manner that complies with the requirements in Drawing #TP-3 of the City of Bellevue's Development Standards or the direction of the City Forester and/or the ROW Use Inspector. Please contact Tom Kuykendall in the Parks Department at 425-452-6855.

    The contractor shall comply with the attached requirements from the Utilities Department. In the event of any damage to an existing water structure, sewer structure or storm drainage structure the contractor shall notify the Utilities Department at 425-452-7840 immediately for damage and repair assessment. The contractor shall also comply with other City Codes or permits as required by other departments and/or agencies.

24. Other than as approved in a temporary traffic control plan, no vehicles are allowed to park on the sidewalk during activities associated with this permit. If personal, construction or maintenance vehicles are found parked on the sidewalk, the company and/or individual may be subject to ticketing, sidewalk reconstruction and/or repair.

25. As specified in the approved temporary traffic control plan, the applicant shall provide temporary no parking signs for the reservation of on-street parking stalls authorized by this permit. The Type II barricade mounted signs shall be placed immediately adjacent to the stalls to be reserved a minimum of 24 hours in advance of the authorized restriction. The sign must display the dates and hours of the restriction and the permit number authorizing the restriction. Other than the required period in advance of and the duration of the restriction, the signs shall be completely removed from the public right of way.

26. At least 48 hours prior to the start of activity in the right of way, the contractor shall inform all adjacent property/business owners of the scope and schedule of their project and disclose any potential driveway closures or other impacts to the property and business. Driveways will not be closed for a continual period of time. Driveway access shall be available and maintained at all driveway entrances except where prior arrangements between the applicant and the property owner have been made. All driveways shall be open during non-construction hours unless agreements have been made with the property/business owner.

27. If the contractor removes or damages any existing pavement markings, traffic control signs and / or parking signs, they shall replace them with temporary markings, or signs prior to site access being re-opened to the public. The contractor shall maintain the temporary signs or pavement markings until the restoration is complete and then install permanent signs, and/or markings per City Standards.

28. Any use of steel plates by the contractor shall be for overnight purposes only (without prior approval, plates are not to be used over weekends). The steel plates may only be used for distances of less than 200 feet, they may not be

used on steep grades, 8 percent or greater, they must have asphalt ramps/wedges around the plates and a non-skid surface at all times. All plates must be pinned down and the City of Bellevue may require combinations of plates to be welded together. Warning signs must be appropriately placed to caution motorists of upcoming steel plates. Steel plates are not allowed if snow is expected or if there is a potential for snow. The Right of Way Use Inspector assigned to this project must review and approve all steel plate placements prior to leaving the job site. Movement of or changes in site conditions for any plates that necessitates the call-out of City staff will cause a Stop Work Order to be issued to the project.

29. Auger use for utility pole installation may be done only when field locates of existing utilities show at least 5' of horizontal clearance, measured from the outside edge of the auger, to any existing utility. Should an existing utility be located within this 5', the contractor must pothole to identify the exact location of the utility and may then use an auger to excavate the hole away from the existing utility. Or, the contractor will be required to use a Vactor to excavate the hole.

30. Haul Route: For ingress to the site use: XXXXXXXXXXXXXXX. For egress from the site use: XXXXXXXXXXXX. Hauling shall occur between the hours of 8:30am and 3:30pm only.

31. The contractor shall review the attached City of Bellevue Right of Way Use Permit requirements for over width, over length, over height and/or overweight truckloads coming and going from the site. The contractor or sub-contractor shall obtain a Right of Way Use Permit prior to any such loads entering the City of Bellevue. This includes moving in portable cranes, excavating equipment, etc.. Right of Way Use Permit applications for oversized loads may be obtained by calling the Transportation Department at 425-452-4617. (See attachment titled "Over-legal Vehicles and Loads")

DISTURBANCE OF SURFACE:

32. This permit authorizes the disturbance of surface in the Public Right of Way in the location and manner described in the approved drawings. **(1.)** Asphalt restoration on XXXXXXXXXX shall be by standard trench restoration. **(2.)** Asphalt restoration on XXXXXXXXXX shall be by grind and overlay. The grind and overlay shall be a minimum of 50' in length. The width shall be to the first asphalt seam line beyond the excavation or next lane line (as determined by the Transportation Inspector assigned to this project). The Transportation Inspector assigned to this project shall confirm the dimensions of the grind and overlay prior to the beginning of the final pavement restoration. All asphalt paving contractors performing grind and overlay operations on arterial streets within the City of Bellevue right of way shall be pre-qualified by the Pavement Manager. Please contact Teresa Becker at 425-452-7942 for more information. **(3.)** XXXXXXXXXX is currently designated as a "No Cut" street and is currently under the 5 year no cut moratorium. The applicant has sought and received a variance from the Transportation Director to cut the asphalt public roadway. Restoration of the pavement shall be XXXXXXXXXX. Required depth of asphalt patch shall be determined by the Transportation Inspector assigned to this project. Any disturbed concrete roadway panels shall be restored by full panel removal and replacement. Restoration shall be as shown in Drawing # ROW-2 (included in the attached "City of Bellevue Trench Restoration Requirements") (**4.)** This permit authorizes no cutting of asphalt public roadway. If it becomes necessary to cut the roadway, the applicant must submit revised drawings and receive approval from the Transportation Department prior to the cutting of the roadway. Any sidewalk restoration shall be from joint to joint and replaced with 5" thick class 3000 concrete. Any curb and gutter restoration shall be from Joint to joint and replaced to City of Bellevue Standards using class 3000 concrete. The landscaped or shoulder area shall be replaced or repaired to its original or better condition.

33. For boring operations- To avoid the grind and overlay requirements for street cuts, potholing or window cuts may be allowed if performed and restored as specified in the attached standard drawing titled: "Pavement Restoration for Potholing & Window Cuts". However, in order to preserve the integrity of the pavement, the following restrictions apply: for longitudinal bores down a roadway, if three or more potholes occur within a 50 foot longitudinal distance the Standard Trench or the Grind and Overlay restoration will be in effect. For crossings that are perpendicular or near perpendicular to the roadway with three or more potholes, the Standard Trench or the Grind and Overlay restoration will be in effect. If this occurs on a no cut street a variance to cut is required.

    In the case of multiple agency installations or new installations in the area of previously installed facilities; the agency that creates the third or more pothole within 50 feet of a pothole from a previous longitudinal bore, or within 10 feet of a pothole from an existing street crossing will be responsible for the Standard Trench or Grind and Overlay pavement restoration.

34. At no time shall the contractor be allowed to have more than 200 feet of roadway trench open or 300 feet of sidewalk trench open without restoration occurring prior to opening more trench.

35. Any party removing or disturbing a sidewalk corner where an existing sidewalk ramp is located, or where a sidewalk ramp should be located as indicated by the City Engineer, shall include construction or re-construction of sidewalk ramp(s) in a manner that brings the ramp(s) to the standards identified under the Americans With Disabilities Act.

36. When using any method of installation of pipe, conduit, wire or cable that does not allow visual confirmation of minimum clearances between utilities, the contractor shall excavate and expose all existing utilities for visual verification of location and depth prior to crossing or coming within 5' of the a field located utility. A profile of the existing utilities with the proposed running line must be provided prior to the installation. The Inspector may require that the located utilities remain exposed until the installation of the pipe or conduit is complete or to be re-exposed during the installation operation to verify the minimum required clearances between utilities has been accomplished.

37. For utility manholes, vaults and catch basins, the pavement shall be cut a minimum of 18 inches around the structure and removed to a depth of at least 2 inches below the adjustment rings. The existing iron frame and cover or grate shall be removed and thoroughly cleaned for reinstallation to the new elevation. The existing structure shall be raised or lowed to the required elevation using concrete blocks, brick, and/or concrete rings. Each joint shall be grouted watertight using a ¾ inch layer of non-shrink mortar, plastered smooth inside and out. Covers shall be seated on a uniform layer of grout to prevent rocking. Tilt the iron frame to match the slope of the pavement. Repave the excavated area full depth with asphalt concrete pavement HMA Class ½" PG 64-22 in 2 inch compacted lifts. (See attached Utility Manhole and Vault Adjustment Standards)

38. This project is planned to cross or be within the right of way of Olympic Pipeline in the area around (insert address here). The contractor shall contact Olympic Pipeline and inform them of the nature of the project and request a written reply from Olympic Pipeline. Prior to any work being performed within Olympic Pipeline's right of way, the contractor must provide the City of Bellevue, Right of Way Use Permit Office written conformation of the reply from Olympic Pipeline.

OTHER DEPARTMENTS:

39. Unlocatable Underground Facilities - if a water main has been field marked as unlocatable and cannot be located by hand-digging, the excavator must contact Utility Department Personnel at (425) 452-7840 to arrange for an on-site meeting. Utility Department personnel will assess risk of damage and create a mitigation plan that may include throttling a water main or standing-by while reasonable care is taken in the continuance of work.

40. A Hydrant Use Permit is required for use of any City of Bellevue hydrant. Hydrant Use Permits are issued at the Bellevue Service Center, 2901 - 115th Avenue NE, Bellevue, WA 98004 / (425) 452-7840. Current Hydrant Use Permits are not renewable. All equipment (i.e. wrenches, adapters, and meters) must be returned to the Bellevue Service Center.

41. The contractor shall control his work so as to comply with all applicable provisions of the Clearing and Grading (23.76) ordinances to prevent and hazards to public safety, health and welfare. Streets shall be kept free of dirt and debris on a continuous basis per City Standards. Vacuum sweepers with dust suppression shall be used as frequently as deemed necessary by the Engineer/Project Manager. The Contractor shall install catch basin filters in all catch basins (existing and New). Placing a piece of geo-textile under the grate of the catch basin is NOT acceptable.

42. The Washington State Department of Ecology identifies sites within Bellevue as potentially being contaminated and/or hazardous. The applicant must verify the location of their underground work against the Department of Ecology Site List and take any necessary steps to protect the safety of their staff, the public, and the environment from disturbance of any contaminated materials.

DAILY WORK HOURS, HOLIDAY AND EVENT WORK DAY RESTRICTIONS:

43. Right of way work hours: The hours for construction activity, lane closures or activities that impede or may potentially impede traffic shall be Monday through Friday, 8:30am to 3:30pm. The hours for construction activity in the right of

way that does not impede traffic shall be Monday through Friday, 8:30am to 3:30pm. The inspector assigned to this project may change these work hours to a more suitable time following approval by the ROW Use Office.

44. Right of way work hours: The hours for construction activity, lane closures or activities that impede or may potentially impede traffic shall be established through the approval process for each individual temporary traffic control plan for each specific activity. The work hours shall be stated on the temporary traffic control plan or shall be communicated by the Inspector assigned to this project. The hours for construction activity in the right of way that does not impede traffic shall be Monday through Friday, 7:00am to 4:00pm. As necessary and appropriate, this permit shall grant an exemption to the City of Bellevue Noise Control BCC 9.18.20 (C-1) for the weekday and work hours specified on the approved temporary traffic control plan. Each exemption shall be specific to the work activity identified on the approved plan only. Those hours, the planned activity and the exemption shall be stated in the permit revision associated with each approved temporary traffic control plan. The inspector assigned to this project may change these work hours to a more suitable time following approval by the ROW Use Office. Further, any work outside the above stated hours shall have prior written approval from the Transportation Department, unless the change is mandated by the inspector. The applicant is required to notify Construction Inspection at 425-452-6966, 48 hours prior to any lane closures.

45. This permit grants an exemption to the City of Bellevue Noise Control BCC 9.18.20 (C-1) for the weekday and work hours stated in the paragraph above. The applicant shall notify the City of Bellevue Right of Way Use Inspector assigned to this permit a minimum of 2 business days in advance of the scheduled work.

46. Special event work day restrictions: The applicant, their contractors and sub-contractors will not be allowed to work within the street or sidewalk area or to have truck hauling/delivery activity occur during the Pacific Northwest Arts and Crafts Fair. The fair is the last Friday thru Sunday weekend in July of each year.

47. Holiday season work restrictions: Work involving lane closures and other impacts to traffic will be restricted in certain areas of Bellevue from November 15th each year to January 5th of each year. This permit does not automatically authorize any lane closures during this moratorium. If any activities authorized under this permit are scheduled to fall within this window of time, the applicant shall obtain specific approval in advance for any/all lane closures or other impacts to traffic.

48. State identified holiday work restrictions: Holidays are defined in RCW 1.16.050 “Legal holidays and legislatively recognized days.” The holidays are as follows: January 1 (New Years Day); the third Monday of January (Martin Luther King, Jr. Day); the third Monday of February (Presidents Day); the last Monday of May (Memorial Day); July 4th (Independence Day); the first Monday of September (Labor Day); November 11th (Veterans Day); the fourth Thursday in November (Thanksgiving Day); the day immediately following Thanksgiving Day; and December, 25th (Christmas).

    Work in the right of way will not be allowed from noon the day prior to a holiday or holiday weekend through 7:00am the day following a holiday or holiday weekend. Holidays that occur on Friday, Saturday, Sunday or Monday are considered holiday weekends.

    Contact Right of Way Inspector assigned to this permit for specific details associated with each of the above listed restrictions.

DEVELOPMENT CONDITIONS:

49. Upon request, the contractor shall provide the Transportation Department written proof of the parking plan for construction employees for the duration of the project. There is no on-street parking allowed anytime.

50. Maintenance of all sidewalks and pedestrian walking surfaces adjacent to this site is the responsibility of the contractor. The walking surfaces must remain free of dirt and debris at all times. All pedestrian walking surfaces must be inspected by the contractor regularly and repaired immediately upon discovery of any vertical displacement or significant void in the surface. This includes walking surfaces that fall under a lease agreement but are temporarily or intermittently opened to pedestrian traffic.