



Whatcom Transportation Authority

INVITATION TO BID

FOR

Landscaping Maintenance Services

2017 - 164

PROPOSAL RELEASE DATE:

February 20, 2017

PROPOSAL DUE DATE AND TIME:

March 29, 2017 no later than 12:00 PM PST

**Whatcom Transportation Authority
4111 Bakerview Spur Road
Bellingham, WA 98226
Phone (360) 788-9332
Fax (360) 788-9532
procurement@ridewta.com**



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Part 1 – General Information

Whatcom Transportation Authority (WTA) provides fixed route, paratransit, and vanpool service throughout Whatcom County. WTA is a municipal corporation formed in 1983 and employs 220 people. The transit revenue fleet consists of 58 fixed route buses, 41 paratransit vehicles, and 37 vanpools.

WTA’s mission is to enhance our community by:

- Delivering safe, reliable, efficient and friendly service
- Offering environmentally sound transportation choices
- Providing leadership in creating innovative transportation solutions
- Partnering with our community to improve transportation systems

Additional information about WTA can be found at www.ridewta.com.

WTA is currently seeking landscape maintenance services to five (5) of WTA’s locations.

- Maintenance, Operations, Administration Building (MOAB), 4111 Bakerview Spur, Bellingham
- Bellingham Transit Station (BTS), 205 E. Magnolia, Bellingham
- Cordata Transit Station (CTS), 4194 Cordata Parkway, Bellingham
- Ferndale Station (Ferndale), 1675 Main Street, Ferndale
- Lynden Station (Lynden), 1945 Front Street, Lynden

This contract will be subject to Prevailing Wage¹ and retainage rules.

All submittals become the property of Whatcom Transportation Authority and are subject to public disclosure after award.

Throughout this ITB the terms vendor, contractor, and Bidder are used interchangeably.

Equal Opportunity: Small, minority and women-owned Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, are encouraged to submit Bids in response to this solicitation. WTA ensures non-discrimination in the award and administration of all contracts, creates a level playing field where DBE’s can compete fairly, and remove barriers to the participation of DBE’s in our contracts.

¹ RCW 39.12



Part 2 - Submission Guidelines

2.A Procurement Schedule

Activity	Date - 2017
Procurement Request Released	February 20
Submissions Due*	March 29 no later than 12:00 PM PDT
Estimated Award Confirmation**	April 20

*WTA will reject Bids received after this date.

**WTA reserves the right to award a contract(s) no more than 45 days after this date.

WTA reserves the right to modify the Procurement Schedule through written addenda.

2.B Bid Submission Requirements

The Bid is to be submitted to:

Magan Waltari, CPPB
 Procurement & Grants Coordinator/DBELO
 Whatcom Transportation Authority
 4111 Bakerview Spur Bellingham, WA 98226
 (360) 788-9332
 procurement@ridewta.com

Unbound (i.e. no staples, combs, binders, etc.) hard copies will be accepted in envelope(s) plainly marked "Sealed Bid ITB 2017-164 #." An electronic copy in .PDF format may also be submitted. Emailed bids will not be viewed until the due date. It is the bidder's responsibility to verify that WTA has received the document. WTA will not be held responsible for premature opening of bids that aren't properly addressed or identified.

Number pages of the bid and clearly outline sections. Any confidential or proprietary information should be submitted separately and clearly marked as "Proprietary" or "Confidential." Please refer to [Part 7 Public Disclosure Law](#) for more information. THE SCOPE AND EXTENT OF PROTECTION THAT WTA CAN PROVIDE TO INFORMATION DESIGNATED AS PROPRIETARY AND CONFIDENTIAL IS LIMITED. ALL BIDDERS SHOULD REVIEW [PART 7](#) FOR A FULL EXPLANATION.

Bidders will not include any marketing material, flyers, general information brochures, company promotional information, etc. They will not be reviewed. Cut sheets and technical specifications are permitted only if they pertain to the equipment or service being bid.

WTA makes no provision and is not liable for specifically collecting mail from its reception area, mail box, or receiving dock immediately prior to the deadline. Bids submitted by mail or express carriers (i.e. UPS, FedEx, DHL) should, therefore, be sent in ample time to arrive before the actual due date and time.

2.C Specification Details & Request for Alternates

All specifications and products listed are written to enable a Bidder(s) to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard. Any Bidder(s) believing a specification, product, or contract term is unnecessarily restrictive must indicate such on the "Request for Clarifications or Alternates" [Exhibit F](#), and submit to the Procurement and Grants Coordinator before the Bid deadline.

A manufacturer or supplier choosing not to produce or supply equipment, supplies, or services as specified is not sufficient cause to consider these specifications restrictive. Bidders shall bid goods and services which they believe comply with these specifications.

Where WTA has identified a particular brand within these specifications, doing so is a means to describe an item with the desired characteristics. Brand names are merely a reference and not a requirement or preference for the product nor intended to be restrictive. Bidders are encouraged to submit products and services that operate in a similar fashion and have the same or better characteristics of what is specified.

Bidder's substitution shall be made in writing on [Exhibit F](#) to the Procurement & Grants Coordinator. Sufficient data to assess the acceptability of the contract term, service material, or equipment for the particular application and requirements is required. Similarly, provide a detailed cost comparison between any good, equipment, or material requested in this ITB and what is being proposed as an alternate solution. The request will demonstrate adequate and equivalent performance and durability of what is specified. The burden of proof of the merit of the proposed substitute is upon the Bidder.

While WTA might not take any objections to the proposed substitution, the Bidder is responsible for the efficiency, sufficiency, quality, and performance of the substitution, in the same manner and degree as the originally specified material and equipment. Any proposed cost differential associated with a substitution shall be reflected in the offer and, if the substitution is accepted, the Contract Documents shall be modified by a change order.

If the Bidder wishes to offer a substitution, the Bidder may bear WTA's cost for evaluating the requested substitution even though the request may be denied. Costs will be charged on a time-and-expense basis and will be deducted from progress payments due the Contractor.

Bidders desiring alternatives or exceptions to contract terms or performance requirements must submit their requests prior to bid close using [Exhibit I](#).

Any unapproved deviations, exceptions, substitutions, alternates, or conditional qualifications are cause for the Bid's rejection as non-responsive.

2.D Conflict of Interest

WTA officers, employees, agents, or Board members will not solicit or accept gifts, favors, or anything of monetary value from Bidders. It is WTA policy to have any officer, agent, employee, or Board member with a perceived or actual financial or other interest in the award of this contract to recuse themselves from any evaluation decision pertaining to this Bid.

WTA requires that Bidders and staff declare any perceived or actual conflict of interest. A conflict of interest does not immediately prevent a Bidder from submitting a Bid. WTA reviews all conflict of interest statements and will notify the Bidder of its decision to allow or reject a Bid as it pertains to the conflict. Disclosure should be detailed on a separate sheet.

In the event that a conflict of interest is discovered post-award, this will be considered a breach of contract and the contract will be terminated under the terms and conditions provided. The vendor will be responsible for any additional costs incurred by WTA to engage another contractor to finish the work.

Conflict of interest would occur under the following:

- Vendor assists in the creation of the scope of work. This includes, but is not limited to reviewing and commenting on the preliminary scope in whole or part, assisting staff in specification writing, or encouraging the use of a particular brand or supplier/distributor.
- Vendor or supplier/distributor assists in the creation of a project budget.
- Vendor or supplier/distributor has a personal or professional relationship or affiliation (past or present) with a member of the evaluation or project team.

Bidders are required to submit [Exhibit H](#) and [Exhibit J](#) with their Bid indicating their understanding and acknowledgement of this section.

2.E Addenda

Addenda is issued to all known plan holders when questions or clarifications are significant enough to affect Bids. It is the Bidders' responsibility to ensure that it is in receipt of all issued addenda prior to the submission deadline. Addenda must be acknowledged on [Exhibit B](#). Bids not acknowledging addenda are considered not responsive and not reviewed.

Addenda is uploaded to each WEBS solicitation, sent to known plan holders, and posted as a notification on the WTA website.

2.F Contact with WTA

Unauthorized contact regarding this ITB with WTA employees or agents may result in disqualification. Any oral communications will be considered unofficial and non-binding on WTA. Bidders will rely only on written statements issued by the Procurement & Grants Coordinator listed below:

Magan Waltari, CPPB
Procurement & Grants Coordinator/DBELO
4111 Bakerview Spur
Bellingham, WA 98226
360.788.9332
procurement@ridewta.com

2.G Protest Procedures

Filing a Protest. Any party with an interest in the award of the solicitation may file a protest that WTA staff did not follow its own policies and procedures regarding a procurement action as defined below. A protest may not be filed challenging WTA staff or the Evaluation Committee's recommendation of a potentially successful Bidder. The protest must be submitted in writing to WTA's Procurement & Grants Coordinator, and include the following information:

- a) Name, address, email address, and telephone number of the protester
- b) Signature of the protester or their representative
- c) Identification of the solicitation
- d) Detailed statement of the legal and factual grounds of the protest
- e) Copies of all relevant documents
- f) The form of relief requested

Procurement Action: meaning specific procurement steps, such as setting the calendar of events, producing the Bid/bid document, advertising the Bid or bid in legal paper of record, maintaining a list of Bid/bid holders, conducting a pre-Bid meeting, responding to all approved equals/clarifications received by the appropriate time and date, addenda issued straightforwardly to all Bid/bid holders, enforcing closing time and date, providing proctoring services to the project manager and evaluation committee, setting criteria weights, conducting interview process with top-scoring Bidders and evaluation committee, creating notes to file regarding the Bid/bid process, issuing award/non-award letters, and maintaining a written record of the procurement.

Issues and facts not stated in the Notice of Protest will not be considered.

All communications with involved parties shall be in writing and open for public inspection.

Time for Filing a Protest. A protest based on alleged improprieties or ambiguities in a **solicitation** must be filed at least seven (7) days before the due date of the bid or Bid. A

protest based upon alleged improprieties in an **award** of a contract or a **proposed award** of a contract must be filed within three (3) days after the Notice of Intent to Award has been issued.

Notice of Protest. Procurement shall immediately give notice of a protest to the vendor if a contract has been awarded. If no award has been made, notice will be provided to all solicitation holders.

Stay of Award. If a protest is filed, the award may be made unless the Finance Director determines in writing that:

- a) Reasonable probability exists that the protest will be sustained.
- b) Stay of the award is not contrary to the best interests of WTA.

Review of Protests

Review: The Finance Director shall review and investigate properly filed protests and issue a written decision to the protestor:

- a. A meeting(s) will be called within five (5) working days from receipt of the protest that will include representatives from WTA and the protestor to discuss the issue(s) related to the protest. The meeting may be conducted by telephone conference if convenient for both parties.
- b. A decision of the protest will be made by the Finance Director within three (3) working days of the final meeting and at the time the protestor shall be notified of the decision in writing by email or regular mail.
- c. The Finance Director may, at his/her sole discretion, extend the limits of time outlined above.
- d. The decision of the Finance Director shall be final, unless appealed as provided herein.
- e. A request for reconsideration may be allowed if data becomes available that was not previously known, or there has been an error of law or regulation.

Appeal: A Protestor may appeal the Finance Director's formal decision to WTA's General Manager. The written appeal must be received by WTA within two (2) business days after receipt of the written decision by the Protestor, or the appeal will not be considered. Properly filed appeals of the decisions of the Finance Director shall be reviewed and investigated by the General Manager who shall issue WTA's final decision no later than 21 days after receipt.

2.H Inter-Local Purchasing

This award shall be subject to RCW 39.34 Inter-local Cooperation Act where other government agencies may purchase on WTA's request in accordance to the terms and prices stated, over the subsequent time period for which the vendor is willing to honor the solicitation price.

Part 3 – Evaluation Process

3.A Bidder Responsibility Criteria

A bidder must meet the following minimum qualifications² at the time of bid. Bidders not meeting these requirements will be rejected as not responsible:

- a) At the time of bid submittal, provide proof of a current certificate of registration that is in compliance with chapter 18.27 RCW;
- b) Provide Whatcom Transportation Authority a current unified business identifier (UBI) number with an endorsement for the City of Bellingham;
- c) Show proof of industrial insurance coverage for the Bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
- d) Not be disqualified from bidding on any contract under RCW 39.06.010 or 39.12.065 (3).

3.B Supplemental Bidder Criteria³

As a condition of bidding, Bidders must also meet the following supplemental criteria. Bidders not meeting these requirements will be rejected as not responsible:

- a) Currently hold a Construction Contractor license with a specialty in Landscaping or General.
- b) Possess a Commercial Applicator pesticide license from the Washington State Department of Agriculture (WSDA).
- c) Be regularly engaged in the general class or type of work called for under the contract for a minimum of three (3) years prior to this ITB.
- d) Have a plan in place for Integrated Pest Management of properties. Bidders shall be prepared to submit detailed information upon request about their Integrated Pest Management Plan and Procedures, prior to award confirmation.

3.C Evaluation Criteria

Award of the contract shall be to the lowest responsible bidder as determined by Washington State responsibility criteria.

3.D General Bid Conditions

Bidders must pay close attention to and strictly follow all instructions.

² RCW 39.04.350(1)

³ RCW 39.04.350(2)

Bidders are expected to fully inform themselves of the contract and scope requirements before submitting a Bid. The submission of a Bid represents Bidder acceptance of the terms and conditions of this solicitation and subsequent contract(s).

The Bidder is responsible for all costs related to the preparation of the submitted Bid, demonstrations, interviews, or any other fees and charges relating to the preparation and submission of a Bid.

Any costs associated with this project not included in the bid price are the Bidder's responsibility.

Except as otherwise stated, incomplete Bids, conditioned Bids, or Bids containing erasures, alterations, or items not called for or are not in conformance with the law, are rejected as non-responsive.

WTA reserves the right to:

- Award to one or more vendors when in the best interest of WTA
- Accept or reject any or all Bids and their Bidders
- Reject any or all Bids until a contract is signed with the Bidder
- Reject this solicitation and issue a new one for any reason
- Waive deviations from the requirements
- Waive any informality or minor irregularity in Bids received
- Issue changes in the form of a written addenda
- Request additional information to fully evaluate a Bid

A Bid will be rejected when:

- It is not received by the required deadline
- The Bid is not in the required format
- The Bidder fails to meet the minimum requirements listed in [Part 3.A](#) and [3.B](#)
- Any required form is not signed
- Vendor information, references, or any other form is incomplete
- Any other reason determined to be in the best interest of WTA
- The Bid is conditioned in any way or does not meet required terms and conditions

Bids may not be modified after opening unless requested by WTA. Bids may be withdrawn at any time.

Bids submitted will not be public information until after the Notice of Intent to Award is issued.

Submissions become property of WTA. WTA reserves the right to request information to be displayed differently than presented (for example, request a bundled pricing structure be itemized). However, Bids with alterations other than requested will be rejected and not considered for award.

WTA reserves the right to obtain clarification of any point in a Bid or request additional information, including financial information, if necessary, to properly evaluate a particular Bid. Bidder failure to respond to such a request will result in rejection of that Bid.

3.E Notice of Intent to Award

Upon selection of the successful bidder, WTA will issue a Notice of Intent to Award to all bidders. The Notice of Intent in no way constitutes a promise to award, rather it is the agency's first step in recommending a contract to its Board of Directors. WTA reserves the right to reconsider a contract recommendation after the issuance of a Notice of Intent but before management approval.

Bidders are permitted to request a debriefing from the Procurement and Grants Coordinator after the intent is issued.

Part 4 –Scope of Work

The successful Contractor will:

- Maintain aesthetically pleasing grounds at all times
- Adhere to Seattle Green Factor Landscape Management Approach (Part A “Landscape Management Approach”) of [Appendix B](#)
- Practice an Integrated Pest (weed, insect and disease) Management approach for the care of WTA grounds
- Help maintain safety of sidewalks, driveways, and parking lots at specified Transit Stations during snow and ice events
- Ensure that proper methods and procedures are followed in maintaining WTA's capital assets
- Provide both timely and quality maintenance required to meet long term needs of WTA

4.A General Landscape Maintenance Requirements

Maintain lawns and grassy areas. Mow, string trim, edge sidewalks and curbs. Ditches, storm drains, and paved surfaces are to be kept free of cuttings. After mowing, weeding, etc. remove all spoils from hard surfaces.

Mulch mowing is preferred, unless this will create a large surface buildup. Refer to Turf Care Section C.5 of [Appendix B](#).

Maintain fields, lawns, patios, parking lots, sidewalks, and landscaped areas by picking up litter, debris, fallen leaves, fallen branches, etc. Dispose of litter, debris, leaves, etc. off-site in a legal manner. Leaves may be raked or shredded by mower and blown into shrub beds for mulch as directed by WTA Project Manager. Maintain all planted areas by weeding, mulching shrub and flower beds, pruning shrubs and trees, maintaining irrigation systems, litter removal, and leaf clean up.

Trim ground cover and flowering plants back as appropriate when flowers have completed growth cycle to promote new growth and maintain healthy plants. Spent flower heads will be removed from plants weekly April through October, and once every other week March and November (deadheading).

Utilizing an Integrated Pest Management (IPM) approach, eliminate weeds from gravel areas, perimeter fence lines, paved areas including sidewalks, street gutters, parking lots, bus runways, curbs, expansion joints, roadway, and parking lot cracks.

Prune low hanging and damaged limbs and suckers to maintain the natural shape and beauty of all trees and shrubs and to provide proper clearance for pedestrian and vehicle traffic. When specified by Project Manager, prune trees and shrubs to heights determined by WTA. Check for proper tension on fasteners supporting trees and shrubs, if any supports are present. Re-stake trees and shrubs as needed to prevent damage during inclement weather. Remove stakes and supports from trees and shrubs between nine (9) months to one (1) year after planting.

Test soils annually using a soil sample hand probe or auger, or as directed by the laboratory where the samples will be analyzed. Soil analysis shall be performed by a laboratory enrolled in a Proficiency Testing Program such as the North American Proficiency Testing Program (NAPT). Soils shall be tested during the month of August, or as recommended by the laboratory that will perform the sample analysis.

The laboratory results will include fertilizer recommendations for each sample tested and be used to determine correct fertilizer treatment and application rates.

Three (3) separate soil samples from Lynden Station, Ferndale Station, MOAB shall be collected and sent for analysis every year (nine (9) samples total).

Soil samples will be collected and sent for analysis each year from two (2) separate locations at Bellingham Station and Cordata Station (four (4) samples total).

In total, thirteen (13) soil samples shall be collected and analyzed each year.

All costs associated with soil testing will be included in the monthly fee. Copies of all soil test results will be provided to WTA.

Soils shall be tested for pH (a measure of soil acidity or alkalinity), nitrogen (N, in the form of nitrite-N), phosphorus (P), potassium (K), magnesium (Mg), calcium (Ca) and organic matter (O.M.).

Add fertilizers and organic compost or mulch as needed to lawn and bedding areas, based on the soils testing results. Fertilizers shall be either organically derived products, or slow-release non-water soluble synthetic products.

During April, June, August, and October, add new mulch to planters where mulch depth has been reduced to less than two (2) inches thick. Mulch is not required where shrubs or groundcover completely hide the soil surface from view.

Mulch shall be uniform in color and appearance and free of sticks or trash. Mulch may be compost, shredded fall leaves (with Project Manager's permission), or chipped or shredded wood such as arborist chips, hog fuel, or play chips. Bark is not desired because it does not feed the soil as readily and may seal the surface preventing water entry.

Exceptions:

1. Do not add bark or wood chip mulch to east planting bank along storm drainage ditch of 4111 Bakerview Spur facility, as it will wash down into the drainage ditch.
2. Do not add bark or wood chip mulch to the flower display garden planting beds at the Front Street frontage of the main building at Lynden Station.

Maintain site sprinkler and soaker hose systems, piping, heads, and controllers. Winterize systems each fall and remove water from lines. Activate and test systems each spring. Regularly monitor sprinkler head spray patterns and adjust as needed ensuring water is kept to planting beds and not non-landscaped surfaces. Maintain soaker hoses and verify adequate water distribution. Each month survey soaker hoses and conceal exposed soaker hoses with soil and mulch: re-bury or add soil as needed.

Verify all sprinkler heads, soaker hoses, and sprinkler plumbing parts are intact each week while the irrigation systems are activated. Repair as needed to maintain system integrity. Contractor must provide records of labor hours spent on irrigation systems repairs to WTA upon request.

Contractor shall perform or sub-contract annual testing of the irrigation system backflow prevention assemblies at all five facility locations. Testing shall be performed by a backflow assembly tester certified by the State of Washington Department of Health. See [Part 6 Section M](#) for Sub-Contracting requirements

WTA may add or remove plants in bedding and planted areas which include trees, shrubs, flowers and groundcovers on the sites. This work may be performed by WTA or requested from the Contractor. New plants will be maintained by the Contractor in accordance with all provisions of this scope of services.

The maintenance schedules for each site are not all-inclusive of what may be needed to keep the facilities in top condition. WTA reserves the right to delete tasks or add work that could reasonably be considered within the general scope of the contract.

4.B Ferndale Station Services

Ferndale Transfer Center (FTS) is located at 1675 Main Street in Ferndale, east of I-5.

Refer to [Appendix D.1](#) Ferndale Maintenance Schedule for the frequency of minimum required tasks. In addition, perform the following site specific tasks.

1. Rough mow field at southeast corner of property (near RV lot) as needed, when earth is dry enough to run mower over. Exclude swamp area.
2. Repair, replace, or re-install control box covers in lawn and garden areas, when broken, damaged, or out-of-place.
3. Trim bushes and trees on both sides of bus driveway area eliminating encroachment into the driveway or obstruction of driver visibility.
4. During snow and ice events maintain the safety of pedestrians by using snow removal tools and ice-melt to prevent slip hazards. During snow events, plow snow in the public parking lot ensuring safe driving surface and providing adequate number of parking spots for Food Bank patrons and the Park-N-Ride lot. This will equal approximately 50 parking spots.

4.C Work Performance Oversight and Field Management Communications

1. Within one (1) week of adding mulch to any planting areas or tree wells, Contractor will notify WTA project manager via e-mail of the dates and locations the mulch was added.
2. Within (1) in one week of adding any organic matter or slow-release non-water soluble synthetic fertilizer, Contractor will notify WTA project manager via e-mail of the dates and locations the products were added.
3. Within two (2) hours of dispatching employees to Ferndale Station and/or Lynden Station for snow and ice response, Contractor will notify WTA Project Manager via e-mail. The e-mail messages for snow and ice response will include a brief description of the work the Contractor's employees are doing at each site (e.g. plowing snow, clearing sidewalks, spreading ice-melt).
4. Contractor's account manager shall meet with WTA's project manager periodically as requested to review items outlined in the scope of work for completion.

4.D Chemical Restrictions At All WTA Sites

1. All chemical applications will meet current and local law. WTA requires Safety Data Sheets (SDS) on all chemicals used on its properties and will pre-approve them

before their use. Failure to receive pre-approval from WTA will be considered breach of contract and subject to termination. All chemicals shall be registered with the US EPA for the intended application. No chlorinated hydrocarbons chemicals are permitted on or near any property. Chemicals prohibited from use on WTA property include but are not limited to: Toxaphen, Thiodan, Endrin, Lidane, Aldrin, DDT, Kelthane, etc.

2. Preferred method of weed control in planting areas and sidewalk joints is manual removal. Chemicals applied for weed control will be the least toxic available and will be limited to spot-application. Insect and disease control shall be structured around integrated pest management. Refer to Section D “Integrated Pest...Management” in [Appendix B](#).
3. Employees applying pesticides (including herbicides, fungicides and moss control agents) must be licensed as a Commercial Operator (Appendix C). All chemical applications shall be made in strict accordance with manufacturer’s label directions. All procedures shall conform to the requirements of Chapter 17.21 RCW and Chapter 16-228 WAC.
4. Mix all pesticides and clean the application equipment in an area where accidental spills will not enter surface or ground waters and contaminate the soil.

Contractor will ensure public safety by protecting the work area and chemical application area at all times. Contractor shall post markers at the usual points of entry where pesticide will be applied⁴. Contractor is responsible for ensuring these markers meet the regulations in the RCW and are worded accordingly. Any fines or legal action resulting in Contractors failure to post signs meeting the legal requirement are the responsibility of the Contractor. WTA will not reimburse the Contractor for their failure to follow regulations. Contractor shall notify WTA project manager at time of application and shall provide information pertaining to removal of the warning markers (24-hours minimum or longer as required by the label on the product used).

⁴ RCW 17.21.410

4.E Lynden Station Services

Lynden Transfer Station (LTS) is located at 1945 Front Street, 1 block east of the Guide Meridian.

Refer to [Appendix E.1](#) Lynden Maintenance Schedule for the frequency of minimum required tasks. In addition, perform the following site specific tasks.

1. Rough mow field at south end of property. Vegetation must be no higher than 6-inches⁵. Mow the field as needed to maintain it below the 6-inch maximum. WTA property includes the entire field between the WTA bus runway curb and the shopping center parking at the south end of the field, bordered on the east by the sidewalk and on the west by the fence.
 - a. Pay particular attention to mow this field one week before NW Washington Fair event in August.
2. Cut back shrubbery and other vegetation (blackberries, etc.) along the south and west perimeters of this field to keep the field edge areas from an overgrown state. Keep the southwest corner of this lower field well maintained by regular string trimming and litter removal.
3. Contractor is responsible for regular clean-up of all concrete and asphalt surfaces. This includes clean-up and removal of leaves, tree needles, branches, and litter from the picnic area, inside shelters, sidewalks, curbs, public parking lot, and bus runway.
4. During snow and ice events maintain the safety of pedestrians by using snow removal tools and ice-melt to prevent slip hazards. During snow events, plow snow in the public parking lot ensuring safe driving surface and providing adequate number of parking spots for Grant's Burgers patrons and the Park-N-Ride lot. This will equal approximately 50 parking spots.

4.E.1 Lynden Station Display Gardens

1. Contractor will install and maintain showcase quality blooming garden plants. The front planting area, on the Front Street side of the building will be a showcase flower garden for the neighborhood to be proud of and the community to enjoy. This garden should be in bloom the majority of the year, Spring through Fall.
2. The Lynden Station Front Street Display Garden is a well-planned flower garden alive with vibrant colors. Contractor will plan out a flower display garden yearly to provide a succession of blooms with waves of colors throughout the growing seasons. Contractor will meet with WTA Project Manager for plan approval prior to planting. The garden will provide a pleasing and exciting visual effect from all sides. Plants will be arranged so that they can be appreciated from the sidewalks or

⁵ Lynden Municipal Code 8.24.015

driving past in a car. Contractor will choose plants and bulbs and plan the appropriate display quality planting pattern.

3. Beauty bark or wood chip mulch will never be added to the Front Street Display Flower Garden areas.
4. WTA budgets \$1,000.00 per year for the Contractor to purchase flowering plants and bulbs for this location. Contractor will submit original invoice from plant and bulb purchase with monthly invoice for reimbursement.

4.F Bellingham Station Services

Bellingham Transit Station (BTS) is located in downtown Bellingham at Magnolia and Railroad, 205 E. Magnolia. The property is outlined by Champion Street, Railroad Avenue, Magnolia Street, and the alleyway in the center of the block.

Refer to [Appendix F.1](#) BTS Maintenance Schedule for the frequency of minimum required tasks. In addition, perform the following site specific tasks.

Landscaped areas at this site include grounds along entire length of alleyway, both sides of the fence line along Railroad Ave, and garden and hedges surrounding patio area on Magnolia side of building. Patio area is an employee area not readily accessible to the public, but included in this scope.

Contractor laborers are required to wear safety vests with reflective striping while performing work at Bellingham Station. Contractor will supply safety vests.

Contractor crew shall park off-site, in metered public parking areas, at all times.

Contractor shall coordinate activities with the on-site Terminal Expediter when working in areas along alleyway and Railroad Avenue fence lines. Coaches are left parked adjacent to the alleyway throughout the day and will need to be moved so they do not hinder laborers' maintenance duties, if the Terminal Expediter determines there is alternative parking space available for the bus parking.

1. Prune/trim all hedges surrounding building and patio and shrubbery growing along alleyway fence line to maintain a well-groomed appearance. Height of hedges and shrubs must be maintained so that vegetation does not obstruct line of sight⁶ for bus drivers, as they drive out of the transit station onto Magnolia Street, etc.
2. The apple-producing tree along the alleyway fence line requires pest management⁷. Apply pest management as to maintain edibility of the apples. People do pick and eat these apples.

⁶ Bellingham Municipal Code 13.40.080

⁷ Bellingham Municipal Code 13.40.090

4.G Cordata Station Services

Cordata Transfer Station (CTS) is located in Bellingham at 4194 Cordata Parkway. The property includes a transit station and a park & ride lot.

Refer to [Appendix G.1](#) Cordata Maintenance Schedule for the frequency of minimum required tasks. In addition, perform the following site specific tasks.

Contractor laborers are required to wear safety vests with reflective striping while performing work at Cordata Station. Contractor will supply safety vests.

1. Maintain the planted and irrigated beds on either side of the crosswalk located near the north end of the site, crossing Cordata Parkway. There are plantings beds in the middle of the street on either side of this crosswalk. It is extremely important to keep height of shrub and ornamental plantings here low enough and the tree limbs trimmed high enough so that vegetation does not obstruct line of sight for all vehicle drivers⁸.
2. All bushes in the parking lot area must be trimmed low enough to maintain clear visibility for drivers as they enter and exit site driveways and maneuver through the parking lot⁹.

4.H Maintenance Operations Administration Base (MOAB)

MOAB is located in Bellingham at 4111 Bakerview Spur, Bellingham, at the corner of Bakerview Spur and Midway Lane.

Refer to [Appendix H.1](#) MOAB Maintenance Schedule for the frequency of minimum required tasks. In addition, perform the following site specific tasks.

Note that most of the paved lot inside the fenced area of the rear bus parking lot is exempt from the scope of work. However, in this fenced area, the south curbed edge and lawn and the east perimeter landscaped areas and planting beds (raised planters and SE small courtyard area) are included in the scope of work.

This is a ten (10) acre site located in an industrial park. There is a building for offices and vehicle maintenance with parking lots on this site. All landscaped beds, planters, lawns, grass, parking islands and roadside borders are covered in the scope, including areas inside of the fence bus yard parking lot as is the southwest corner of the site. Areas on the north and west sides of the site between the security fence and surrounding ditches are excluded, with the exception of approximately 60-feet x 10-feet of grass at the SW portion of west security fence line.

⁸ Bellingham Municipal Code 13.40.080

⁹ Bellingham Municipal Code 13.40.080

1. Check for and remove weeds from paved areas; all sidewalks, street gutters, curbs, and employee parking lot. WTA staff will remove weeds from the bus parking lot.
2. Any herbicide used MUST be registered for use near storm water ditches and wetlands.
3. MOAB requires an Industrial Stormwater Permit¹⁰. As a condition of related surface water discharge permits, the following actions apply:
 - Disposal of vegetation, oil, fuel, or chemicals into ditches or storm drainage network on and surrounding the site is prohibited.
 - Compliance with the 2012 Stormwater Management Manual for Western Washington, as Amended in December 2014, Volume IV, Chapter 2, S411 BMP's for Landscaping and Lawn/Vegetation Management".¹¹ Contractor will be familiar with this section and will download a copy <https://fortress.wa.gov/ecy/publications/SummaryPages/1410055.html>

¹⁰ RCW 90.48 and The Clean Water Act Title 33 USC §1251

¹¹ Publication number 14-10-055

Part 5 – Special Provisions

A. Location of the Project

The work shall be performed in Whatcom County, per the attached drawings

B. Project Schedule and Work Hours

All work on this project shall be performed between 7 AM and 5 PM Monday through Friday. Contractor will not have access to the work site before or after these work hours.

C. WTA Responsibilities & Provided Materials

WTA will inform Contractor of irrigation system component locations at each site. Access to irrigation controls will be given upon request during routine maintenance visits.

D. Contractor Responsibilities & Provided Materials

- Contractor will supply all labor, materials, required safety vests, and equipment.
- Contractor will provide and coordinate disposal of all removed material including grass clipping, weeds, trash, waste waters, and other yard waste.
- Any changes to the scope of work must be approved in writing by the General Manager.
- If any alteration, dismantling, etc., is required to complete tasks, the Contractor shall promptly restore the site to its original condition.
- Contractor shall perform work so as to cause the least inconvenience and interference with current operations.
- Contractor will furnish all insurance requirements and endorsements listed in [Part 6.0](#).

E. Worksite Rules

1. Contractor and employees shall follow industry safety standards.
2. Contractor shall supervise and direct the work of all of its employees.
3. There is no smoking allowed on WTA property except in the designated smoking area(s).
4. Contractor shall perform all work in accordance with City codes.
5. Contractor shall be responsible for acts, errors, and omission of his/her employees and other persons performing work on behalf of vendor.
6. Should Contractor wrongfully cause damage to WTA property while performing contracted work, Contractor shall promptly remedy such damage and be held financially liable for repair or replacement of property.
7. The Contractor shall clean the work area and secure all personal tools and equipment at the end of each work day.

F. Environmental Standards

Contractor shall adhere to WTA's environmental standards. Contractor shall comply with applicable portions of the following statutes, ordinances and regulations and such other regulatory measures dealing with the prevention of environmental pollution and the preservation of public natural resources as may be subsequently identified by WTA or other public agencies as applicable to the work.

- Federal. Natural Environmental Policy Act of 1969, 42 USC 4321 et Seq.; Executive Order 11514; Clean Water Act, 33 USC 1251 et seq.;
- State. Water Pollution Control Act, Chapter 90.48 RCW; State Environmental Policy Act of 1971, Chapter 43.21C RCW and WAC Chapter 197-10; Noise Control Act of 1974, Chapter 70.107 RCW; Washington Clean Air Act, Chapter 70.94 RCW and WAC Chapter 1; Shoreline Management Act of 1971, Chapter 90.58 RCW.
- Regional. Any applicable Air Pollution Control District regulations.
- Whatcom County. Any applicable County ordinances and regulations.
- Local. Any applicable City of Bellingham ordinances and regulations.

Part 6 – Contract Details

The initial contract length will be one (1) year. WTA reserves the right to extend the contract for five (5) additional years in increments depending on WTA needs and positive review of Contractor performance.

Payment will be based on successful task completion at Net 30 terms. WTA is open to negotiating different payment terms (i.e. 3% Net 15, etc.). Final invoices are due within 30 days of work performed. WTA reserves the right not to pay invoices for work that was completed sixty (60) days prior to the invoice receipt.

Invoices must be addressed to Accounts Payable, WTA, 4111 Bakerview Spur, Bellingham, WA 98226 or emailed to ap@ridewta.com. WTA will not be responsible for late payments due to incorrect routing on the part of the vendor.

6.A Retainage

WTA will withhold 5% of each invoice¹². This money will be set aside for the protection and payment of anyone performing labor, providing materials, supplies or equipment, or subcontractors.

At the contractor's option, this retainage will be either¹³:

- Retained in a fund by the WTA
- Deposited in an interest bearing bank account. Any interest earned will be paid to the contractor
- Placed in escrow with a bank or trust by WTA.

The contractor may instead submit a retainage bond for the retainage amount on the contract.

Washington State Department of Revenue (DOR), Employment Security Department (ESD), and Department of Labor & Industries (L&I) all have lien rights against this fund whether held by WTA or submitted as a bond. Should claims be made against this retainage amount, the priority of payment will be:

1. Workers not paid prevailing wages
2. Dept. of Revenue – taxes due on the public works project
3. Dept. of Revenue – taxes due on other public works projects
4. ESD and L&I for taxes due on the public works project
5. Subcontractors and suppliers on the public works project
6. Other taxes due (ESD, L&I for taxes due on other projects and/or other taxes)
7. WTA

¹² RCW 60.28.011

¹³ RCW 60.28.011

Before WTA releases retainage, DOR, EST, and L&I must certify that there are no retainage claims. An affidavit of wages paid must also be approved by L&I for all contractor and subcontractor work.

6.B Prevailing Wage

- A. The described work may include more positions or less, depending on the final negotiated scope of work. Complete job descriptions can be found in [Chapter 296-127 WAC](#). Contractor is responsible for correct applicability and reporting of Job Descriptions.
- B. The Contractor will be required to meet Washington State Prevailing wage rates in effect at the time of ITB release for the first year of the contract, unless exempt¹⁴.
- C. The Contractor and all sub-Contractors are required to file the Intent to Pay Prevailing Wage form with the State of Washington before invoices are paid. Contractor agrees to pay the Department of Labor and Industries (L&I) the required fee with each Statement of Intent to Pay Prevailing Wages and each Affidavit of Wages Paid submitted, and those costs may be included in the Base Bid. It is the Contractors responsibility to make sure that the Sub-Contractor complies with this part.
- D. An Affidavit of Wages Paid must be filed at project completion by Contractor and each Sub-Contractor. It is the Contractors responsibility to make sure that the Sub-Contractor complies with this part.
- E. Contractor shall keep accurate certified payroll records for three (3) years from the date of project acceptance and make those records available upon request.¹⁵

6.C Price Adjustments

Beginning in 2018, WTA will consider a rate adjustment to the service fee, if requested by the Contractor in writing. The rate adjustment will be based on Prevailing Wage Rates in effect at the time of request.

6.D Contract Modifications

No changes to the terms, conditions, prices, quantities, or specifications shall be effective without prior written consent of WTA's General Manager. Oral changes or agreements are not permitted and will not be paid for. All changes are in writing and executed by both Parties.

¹⁴ WAC 297-127-430.

¹⁵ WAC 296-127-320

Either party may initiate a change request that could reasonably be considered within the general scope of the contract. Such changes might include, but are not limited to: changes in the method of operations, requirements for record keeping, and emergency service. After receipt of a written change request, Contractor shall submit any price Bid for the change in work scope and modifications of other provisions of the Contract required as a result (i.e. insurance). Failure to agree to any adjustment shall be a dispute resolved through the Disputes clauses ([Appendix A](#)) however, nothing shall excuse the Contractor from proceeding with the Contract Work as agreed.

WTA may add or delete items or locations, provided such items or locations are related to those on Contract and will not represent a significant increase or decrease in size or scope of the Contract. Such additions or deletions will be by mutual agreement, at prices consistent with the original Bid, and evidenced by issuance of a written contract Amendment issued by WTA.

Any plan or method of work suggested by WTA to Contractor, but not specified or required in writing under the Contract, if adopted or followed by Contractor in whole or part, shall be used at the risk and responsibility of Contractor and WTA shall assume no responsibility therefore.

6.E Independent Contractor

An independent contractor relationship will be created by this Contract. The Parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another in performance of this Contract. Contractor shall not make any claim of right, privilege or benefit as would an employee of WTA under RCW Chapter 41.06 or RCW Title 51. Contractor shall indemnify and hold harmless WTA from and against any and all costs (including attorneys' fees) or liabilities (including payroll taxes, penalties or interest) arising out of any assertions that the Contractor is not an independent contractor.

6.F Performance Standards

- 1) The word “*service(s)*” includes all services performed, workmanship, and materials or products furnished or used in performing services. Contractor shall comply with recognized quality industry service standards as applicable. All references to standards, whether for delivery of goods, processes, assemblies, workmanship, performance, or similar purposes shall mean, unless otherwise noted, the most recent available published version of such standard. When reference is made to standards, the standards are to be made a part of this Contract.
- 2) If any unsatisfactory condition or deficiency is found, or if any of the services performed do not conform to the contract requirements, WTA will promptly notify the Contractor in writing with. Without limiting any other rights, WTA may require the Contractor to:
 - 1) repair or replace any or all of the damaged goods, or perform the services again in conformity with contract requirements, at Contractor's sole expense;
 - 2) refund WTA

the full price paid for any or all of the damaged goods or services and accept the return of any damaged goods.

- 3) Contractor shall acknowledge any Opportunity to Cure ([Appendix A #18](#)) within twenty-four (24) hours of receipt and initiate the process to remedy the condition, defect, error, or non-conformity to the satisfaction of WTA.
- 4) Within seven (7) calendar days of acknowledging said notice, Contractor must provide WTA with a detailed plan which states the time and methods needed to bring the work, materials or services within acceptable limits of the specifications or contract requirements. This plan will also include measurements to be used in monitoring remedy status. WTA may accept, modify, or reject this plan at its discretion. In the event this plan is rejected, Contractor may be determined to be in material default of the Contract and the work, materials, or services will be deemed not accepted and returned to the Contractor at Contractor's expense.
- 5) In the case of an emergency where WTA believes delay could cause serious injury, loss or damage, WTA may waive the first written notice and either: 1) direct the Contractor to correct the defect or, 2) correct the defect of its own accord and dispatch a third party contractor, or use Force Account through use of WTA employees at a rate equal to the employee's hourly rate plus administrative costs. In either case, Contractor is responsible for all costs of remedying the defect and WTA may deduct such costs from any balance due, or which may become due, to the Contractor or charge-back the cost to the Contractor regardless of who actually corrects the defect.
- 6) **Non-Performance Notice:** If Contractor fails to initiate any corrective action procedure after receiving the first notification of unsatisfactory performance, WTA may send a "Notice of Non-Performance" to the Contractor detailing the exact nature of non-performance, remaining work to be performed, and the date of non-performance. Contractor shall acknowledge and respond to the Notice within three (3) business days of receipt and shall promptly proceed to remedy the situation described therein to WTA's satisfaction. Receipt of notice is evidenced upon signature of certified mail return receipt, or three business (3) days after mailing. Continued non-performance may result in Contract termination. A further finding of non-responsibility may be determined and any future submittals by Contractor for WTA contracts may be rejected without consideration. This procedure to remedy defects is not intended to limit or preclude any other remedies available to WTA by law, including those available under the Uniform Commercial Code, Title 62A RCW. Acceptance by WTA of late or unsatisfactory performance, with or without objection or reservation, shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of the requirements for satisfactory and timely performance of any obligation remaining to be performed by Contractor.
- 7) **Third Party Claims:** In the event that either party is found liable for damages to third parties as a result of the performance of services under this Contract, each party will be

financially responsible for the portion of damages attributable to its own acts and responsibilities under this Contract.

6.G Contractor Performance Monitoring and Evaluations

Contractor shall submit weekly emails to the WTA Project Manager providing a summary of the general landscape and grounds maintenance tasks performed during the previous week. The summary may be in the form of a checklist based on the General Maintenance Schedules for each site as outlined in Appendixes D through H. Contractor will also identify and explain any specification and schedule deviations, and any unusual problems encountered.

Items listed in section [4.G.1](#) and [4.G.2](#) shall be included in the Contractor's weekly report to the WTA Project Manager.

WTA Project Manager or designee will randomly inspect facilities, evaluating site conditions in comparison to contract specifications. Deficiencies will be brought to the Contractors attention for correction. Serious or frequently occurring deficiencies shall be addressed as outlined in [Section 6.F](#).

6.H Enforcement Costs

In the event of litigation between the Parties, declaratory or otherwise, for the enforcement of this Contract, or as a result of this Contract in any way, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in such action or proceeding from the other party. In the event that the Parties engage in arbitration, mediation or any other Alternative Dispute Resolution (ADR) forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the ADR method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the ADR method.

6.I Supervision and Coordination

Contractor shall: 1) Competently and efficiently, supervise and direct the implementation and completion of all Contract requirements specified; 2) Designate a representative for the Work under this Contract to which all communications given by WTA to the representative shall be binding on Contractor.

6.J Suspension of Contract

WTA may, at any time and without cause, suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days by written notice to the Contractor. Contractor shall resume performance within fifteen (15) calendar days of written notice from WTA.

6.K Warranties

- 1) All work, services and materials furnished under this Contract are subject to all warranties or guarantees arising by operation or law and shall conform to the requirements herein, including any manufacturer's warranty. Contractor shall furnish to WTA any guaranty or warranty furnished as a normal trade practice in connection with the Contractor's purchase of any goods and services; provided such guaranty or warranty shall be in addition to those specific requirements for particular materials or work items indicated elsewhere in the Contract Documents.
- 2) Contractor warrants to WTA that it has the right to sell the products delivered and that such products will be of the highest quality; free from liens, infringements and defects, be in conformance with the Contract Documents, and be fit for the known purpose for which they are sold. Contractor will save and hold WTA harmless, defend and indemnify WTA from all loss, damage, and expense due to liens or adverse claims against WTA for all products delivered. All products not so conforming to these standards shall be considered defective. If required by WTA, Contractor shall furnish satisfactory evidence as to the kind, quality, and manufacturer of products.

6.L Disadvantaged Business Enterprise (DBE) Contracting

- A. WTA participates in the Federal Department of Transportation Disadvantaged Business Enterprise (DBE) program.
- B. While this procurement does not require the use of DBE or Small Business Enterprises (SBE), WTA encourages contractors to utilize them as often as possible or, at a minimum, make a good faith effort to subcontract or purchase goods and equipment from them.
- C. Contractors are also encouraged to receive Federal DBE certification where applicable.

A complete list of certified DBE and SBE's as well as certification information can be found at omwbe.wa.gov.

6.M Sub-Contracts

The Contractor shall perform no less than 75% of the work with their own organization. The Contractor shall not sublet to one (1) subcontractor more than one-fourth (1/4) of the work without the previous written consent of WTA.

All subcontractors must be pre-approved by WTA prior to them starting work. WTA reserves the right to investigate sub-contractor responsibility. WTA will not approve change orders to the Bid price for replacing rejected sub-contractors.

It is the Bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such good faith effort includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. For more information on DBE contracting requirements, please refer to [Section 6.M.](#)

Before the project starts, sub-contractors will submit the following documents:

- Insurance requirements listed in [Section 6.0](#) or furnish proof of inclusion of the Prime Contractors insurance
- Submit signed Exhibit B, Exhibit E, and, Exhibit G
- Provide proof that all individuals are properly licensed, certified, and/or bonded to perform the contracted scope where applicable

Contractor will be jointly and severally, and vicariously liable to WTA and responsible for the work of, including, but not limited to the adequacy, timeliness, efficiency, and sufficiency, its subcontractors. All subcontractors will have sufficient knowledge, skill, and experience to perform the work contracted to them. All subcontractors shall be jointly and severally liable to WTA and responsible for their work.

WTA will not be held responsible for the contractual relationship between subcontractors and Prime contractors. The Prime contractor will maintain and monitor all subcontractor performance, payment, project delivery requirements, and relationships as they pertain to the Prime's ability to successfully complete a project.

6.N Access to Records and Sites of Project Performance

As a recipient of FTA and State funds, WTA agrees to:

1. Provide, and require its Contractors at each tier to provide sufficient access to inspect and audit records and information pertaining to the Project to the:
 - a. U.S. Secretary of Transportation or the Secretary's duly authorized representatives
 - b. Comptroller General of the United States, and the Comptroller General's duly authorized representatives
 - c. WTA and its Contractors

6.0 Insurance Requirements

Contractor and subcontractors will not begin work until proof of insurance has been received and approved by WTA.

Insurers must be licensed to conduct business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker) and approved by the State Insurance Commissioner¹⁶. Insurers must have a minimum rating of A- and a financial rating of Class VII or higher in the most recently published edition of the A.M. Best's Key Rating Guide.

Approval of the insurance by WTA will not relieve or decrease the liability of the Contractor for any damages arising from Contractor's or its subcontractors' performance of the work. Contractor's failure to fully comply with insurance requirements shall be considered a material breach and cause for immediate termination of the contract. Contractor shall bear all damage costs sustained for failure to maintain any of the required insurance or to provide notification that it cannot.

Coverage will include claims for damages arising from Contractor's performance for:

- Property Damage including Premises and Operations
- Explosions, Collapse and Underground Hazards
- Medical Expenses
- Protective Liability
- Products/Completed Operations
- Liability assumed under an Insured Contract (including defense costs assumed under contract)
- Broad Form Property Damage
- Independent Contractors
- Personal/Advertising Injury
- On Premises Pollution Coverage Extension (ISO CG 2415 Form or equivalent)
- Stop Gap Liability

The Contractor and subcontractors must procure the following minimum insurance:

- Commercial General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 per project aggregate.
- Automobile Liability Insurance in the amount of \$1,000,000 combined single limit.
- Umbrella or Excess Liability in the amount of \$1,000,000 per occurrence.

Coverage must be maintained through the life of the Contract plus one (1) year.

Contractor and subcontractors must furnish the following endorsements separate of the Certificate of Liability:

- Additional Insured Endorsement naming "WTA Agents & Employees" for Ongoing Operations. Endorsement should be on Accord© form CG20100704 or equivalent.

¹⁶ RCW 48

- Additional Insured Endorsement naming “WTA Agents & Employees” for Completed Operations. Endorsement should be on Accord© form CG20370704 or equivalent.
- Waiver of Subrogation naming “WTA Agents & Employees”. Endorsement should be on Accord© form CG24041093 or equivalent.
- Cancellation Endorsement providing thirty (30) days advance written notice to be received by WTA.

Contractor and subcontractors must maintain during the life of this contract Worker's Compensation Insurance. If the Contractor is not eligible for Worker's Compensation Insurance it will indemnify and hold WTA harmless for any claims resulting from Contractor's actions.

These insurance requirements do not limit the Contractor's liability for damages resulting from performance.

6.P Limitations of Liability

WTA is unable to agree to any limitation of liability in the event of a claim or issued judgment through the performance of a contract. This is considered a gift of public funds, and is unenforceable by the Washington State Constitution¹⁷.

¹⁷ Article VIII, Section 7, “Credit not to be Loaned”

Part 7 – Public Disclosure Law

WTA complies with RCW Chapter 42.56. After an award, procurement and contract documents will be disclosed if a Public Disclosure Request (PDR) is submitted. It is the vendor's responsibility to be familiar with RCW Chapter 42.56 and what WTA's confidentiality limitations are.

WTA will not execute non-disclosure agreements.

Bids Marked Confidential:

If WTA receives any public disclosure request that includes a request for all or a portion of any Bid, WTA is required to comply with this request under RCW Chapter 42.56, subject to any exception that may apply to WTA. Nonetheless, any information provided by any bidder labeled "Confidential" or "Proprietary" but does not, in WTA's opinion, fall into an exception from public disclosure, will be initially withheld and WTA will notify Contractor of the request. WTA will continue to withhold the confidential or proprietary labeled materials for a total of fourteen (14) days after providing notice. Thereafter, WTA shall release the confidential or proprietary materials pursuant to the public records request, subject to any court order or injunction that bidder may obtain.

The bidder or contractor assumes all costs of any legal actions, and shall reimburse WTA for administrative, expert and costs and attorneys' fees it incurs arising from dealing with bidder's labeling of any portion of the bid as "Confidential" or "Proprietary," including those arising from any legal action commenced by bidder. Submission of a bid is agreement with this section.

Public Records Application to Documents of Vendor

As a public contract, all records prepared, generated or used by a successful vendor or its agents, employees and subcontractors relating to the contract and associated work will be subject to being a "Public Record" under RCW Chapter 42.56. Vendor, if selected, shall maintain and retain all such records in a manner that is accessible and WTA shall have the right to review and inspect such records upon request, for a term of three (3) years following completion of the contract work. All records subject to a public disclosure request will be provided to a requester. WTA may only refrain from disclosing any record based upon an exemption that is applicable to WTA, and will not refrain from disclosing any record under an exemption that may be personal to the vendor. Vendor will need to seek judicial approval to prevent such disclosure, at its expense. Vendor, if selected, shall insert this provision in all contracts with subcontractors or agents providing services relating to the contract.

Part 9 – Appendix

Appendix A: General Contract Terms and Conditions

The Contractor agrees by submitting a proposal to WTA that the following general provisions will be included in any final contract between the parties, unless any term is inconsistent or less restrictive with a provision in the specifications, in which case the specifications shall control. Contractor will also include these terms & conditions in any subcontract that may be let. Submission of a proposal acknowledges that WTA will not enter into a contract that contradicts any of the below terms and conditions.

1. Contract Documents: in order of precedence, include:
 - Invitation to Bid
 - Scope of Work in [Part 4](#) and Special Provisions in [Part 5](#)
 - Issued Addenda (if applicable)
 - Terms and Conditions in Appendix A and [Part 6](#)
 - Contractor Pricing & Response
 - ITB Exhibits & Appendices
 - Executed Contract
 - Purchase Orders
 - Change Orders
2. Contract Representatives:
 - a. WTA's Procurement and Grants Coordinator: Magan Waltari, maganw@ridewta.com, 360.788.9332
 - b. WTA's Project Manager: Cindy Campen, cindyc@ridewta.com, 360.739.0290.
3. Notices: All contract notices and waivers must be in writing. Verbal notices will not be accepted. Notice is considered received within 5 business days after issue.
4. Payments: Invoices are paid thirty (30) days from receipt, and subject to WTA's acceptance of the invoiced work. WTA will adhere to a previously negotiated payment schedule, including any terms based upon negotiated milestones.
5. Taxes: A Contractor should include applicable Washington State Sales and local tax as a separate line item on the invoice, exclude Federal Excise Tax, and supply exemption certificate when necessary.
6. Guarantee: Contractor guarantees that goods and services will meet all specification requirements. Goods and services provided by Contractor will be warrantied for a minimum of one (1) year after final invoice payment unless agreed upon otherwise.
7. Inspection and Acceptance: Services performed and goods provided to WTA will be monitored, inspected, and conditioned upon acceptance by WTA or designee. Acceptance of any portion of the services or goods to be provided does not release the Contractor from liability for faulty workmanship or goods, or failure to comply with all contract terms and conditions. WTA may inspect all goods and services at any time during the contract term. WTA may, in its discretion, reject goods or services not conforming to specifications. Until delivery & acceptance by WTA, risk of loss or

damage to goods will be with the Contractor unless the loss or damages is caused by WTA's negligence.

8. Change Orders: WTA's Contract Administrator or designee must approve any change orders in writing. Work performed without WTA's written consent need not be paid for by WTA. WTA reserves the right to add or delete work from this contract, and will make appropriate adjustments to the contract price. Any additions or changes to the scope of work that WTA determines are significant must be submitted to a competitive bidding process outside of this contract.
9. Compliance with Laws: Contractor shall comply with all applicable federal, state, and local laws and regulations, including the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1970 (WISHA), and the standards and regulations issued. WTA will not make adjustments for loss of time or disruption of work caused by any actions against the Contractor. Any contract financed with FTA assistance must comply with applicable Federal requirements. Any applicable law or regulation change will apply to the project as required.
10. Licenses, Permits, And Taxes: Contractor shall obtain all permits and licenses, pay all charges, fees and taxes, and give all notices necessary to perform the services for or provide the goods to WTA.
11. Civil Rights Requirements and Discrimination: Contractor shall not discriminate on the basis of race, color, national origin, or sex marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification in the performance of this contract, or in any hiring or employment resulting from this contract. Contractor shall comply with the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, and their regulations. Contractor shall include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.
12. Personal Liability: In no event shall any official, officer, employee, or agent of WTA be liable or responsible for any term or condition of this contract or statement whether expressed or implied, and Contractor waives any such claim that it may have arising from the Contract .
13. Assignment: This contract may not be assigned by Contractor to a third party without the prior written consent of WTA which shall be in its sole discretion.
14. Delays and Extensions of Time: Contractor waives claims for damages for any hindrance or delay in performing under the contract, except those incurred for unreasonable delays caused by WTA. Contractor may be granted equivalent extensions of time under the following circumstances:
 - Contractor shall be granted an extension for a delay caused by any suit or other legal action against WTA, unless the delay exceeds ninety (90) calendar days. In such instance, WTA may, upon written request of the Contractor, either negotiate a contract termination or grant a further extension of time, whichever is in the best interest of WTA.

- Time lost due to inclement weather which could not have been anticipated by Contractor, but only subject to the approval of WTA.
- Time lost due to a strike, fire, flood, a natural disaster, or events which are not the fault of or are beyond the control of the Contractor, but only subject to the approval of WTA.

If WTA later determines that there was an excusable reason for untimely performance, it may in its discretion allow Contractor to continue work under a new performance schedule or terminate for convenience.

15. **Termination for Convenience:** WTA may terminate all or part of this contract by providing written notice, when in WTA's best interest. In such case, Contractor shall deliver to WTA any goods completed, and equipment or property of WTA. Contractor may invoice WTA for services provided prior to termination, or goods accepted by WTA, within thirty (30) days of receiving notice, and shall be entitled to the contract price for such services or accepted goods.
16. **Termination for Default:** If Contractor breaches any term of the contract, WTA may terminate this contract for default by providing written notice to Contractor. Contractor may invoice WTA for services provided prior to termination, or goods accepted by WTA, within thirty (30) days of receiving notice, and shall be entitled to the contract price for such services or accepted goods. In addition to the right to terminate, WTA shall be entitled to seek and recover all available remedies against Contractor and its sureties caused by default.
If WTA later determines that there was an excusable reason for Contractor's breach, it may in its discretion allow Contractor to continue work under a new performance schedule or terminate for convenience.
17. **Opportunity to Cure:** Where Contractor has breached this contract, WTA may, in its sole discretion, allow Contractor up to thirty (30) calendar days to cure the breach. In such case, WTA will detail in writing what Contractor must do to remedy the breach. If Contractor does not satisfactorily remedy the breach, WTA may terminate the contract without any further obligation to Contractor.
18. **No Waiver of Rights by WTA:** WTA's failure to immediately enforce any of its rights shall not be a waiver of its rights to seek enforcement of such right, or to enforce any other rights or remedy under the contract for any other breach by Contractor.
19. **Indemnification/Hold Harmless:** Contractor shall defend, hold harmless and indemnify WTA, and its agents, employees, representatives, and Board members against and from any and all claims, demands, suits, judgments, defense costs, liability or damages of any kind arising out of (a) Contractor's goods or services provided to WTA; (b) Contractor's actions or business operations; (c) Contractor's actions taken under the Agreement, or for breach of the Agreement; (d) Contractor's alleged infringement of any intellectual property rights; or (e) Contractor's negligence, errors or omissions, misconduct, violation of any law, unpaid wages or services. Contractor will defend itself at its own expense in any lawsuit. Such duties shall apply to any claim covered by the above obligation and brought by an employee of Contractor, and in this limited context, Contractor waives any exclusivity protection under any industrial insurance or worker's compensation laws, including, but not limited to, the Washington State

Industrial Insurance Act, RCW Title 51. Notwithstanding the above, Contractor shall be strictly liable to indemnify, hold harmless and defend WTA from and against any claim, suit, demand, action, remediation expenses, judgment or occurrence arising out of a release of any hazardous substance as that term is defined under the Washington State Model Toxics Control Act, RCW Chapter 70.105D.

20. Applicable Law, Jurisdiction Venue, and Attorneys' Fees: This contract is executed and governed in interpretation and performance by the laws of the State of Washington. Any dispute to interpret or enforce the Contract shall be filed in the Superior Court for the State of Washington, Whatcom County, and Contractor waives any objection to the jurisdiction and venue of this court. In any action to enforce or interpret this contract, the prevailing party shall be entitled to recover, in addition to all other remedies, recovery of its reasonable attorneys' fees incurred.
21. Refusal to Execute Contract: If Contractor refuses to execute the contract, furnish performance specific bond, or provide proof of insurance within fifteen (15) days of contract award, WTA's General Manager may withdraw the award, and award the contract to another bidder or resubmit for bidding.
22. Substitute Services & Damage Recovery: If Contractor breaches any portion of the contract, WTA may seek all remedies allowed by law, including procuring substitute services or products elsewhere and recovering its damages, attorneys' fees and costs from Contractor.
23. Severability: If any portion of this contract is legally unenforceable or invalid that portion shall be renegotiated. The remaining portions of the contract shall remain in full force and effect.
24. Joint Venture and Partnering: In the event the Contractor is a partnership or joint venture of two or more people or entities, each partner and/or joint venture party shall be jointly and severally liable for all grants, covenants, provisos and claims, rights, powers, privileges, and liabilities of the contract. Notice given by WTA under this contract given to one partner or joint venture partner shall be deemed notice to all partners and/or joint venture partners.
25. Notice of Breach: Contractor will notify WTA immediately if it/he/she becomes aware of any breach of this contract, or commission of an error or omission. Any work done by Contractor after such discovery will be done at the Contractor's risk and with no obligation by WTA to pay for any services or products provided.
26. Audit, Inspection and Retention of Records: If a Federal contract or if a state grant contract, WTA, or its agents, may inspect and audit all of Contractor's records relating to the contract. Contractor agrees to retain records relating to the contract for three (3) years after final payment.
27. Dispute Resolution: If Contractor has a dispute relating to the contract, Contractor must submit a request for administrative review of the dispute to WTA's Director of Finance or Designee within ten (10) business days after Contractor becomes aware of such dispute. The Director of Finance will provide a written determination within three (3) business days of notification. An appeal of the Directors decision must be made to WTA's General Manager within three (3) working days of receipt of the decision from the Director of Finance. The General Manager will make a written determination to the

Contractor that shall be final and conclusive within three (3) business days. Additional appeals will be made at the Contractor's expense in the Superior Court for the State of Washington, Whatcom County. Compliance with this dispute resolution procedure shall be a condition precedent to Contractor's right to commence an action against WTA. Pending final decision of any dispute, Contractor shall proceed diligently with the performance of the contract. This "dispute" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph above; provided that nothing in this agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

28. **Force Majeure:** The term "Force Majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force Majeure shall include acts of nature, war, terrorist activities, riots, strikes, fire, floods, epidemics, or other similar occurrences. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. In the event Contractor is unable to meet delivery or performance requirements due to circumstances beyond its reasonable control, Contractor agrees to make such delivery or performance as soon as practicable or shall immediately assist WTA in whatever reasonable manner to gain access to such goods or services or offer limited substitutions for consideration.
- a. **Notification:** If either party is delayed by Force Majeure, said party shall provide written notification to the other within forty-eight (48) hours. The notification shall provide evidence of the Force Majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.
 - b. **Rights Reserved:** WTA reserves the right to cancel the Contract and/or purchase materials, equipment or services from the best available source during the time of Force Majeure and Contractor shall have no recourse against WTA.
29. **Safety Measures:** All work under this Contract will be performed in a safe manner. The Contractor and all subcontractors will follow all rules and regulations of the Washington State Department of Labor and Industries, OSHA, WISHA, and all other applicable safety standards. The Contractor will be solely responsible for conditions of the job site, including safety of all persons and property during performance. This requirement will not be limited to normal working hours. The Contractor will exercise every precaution at all times for the prevention of accidents and the protection of people and property.
30. **Project Time Limit:** Contractor agrees to pursue completion of the project at all reasonable times within the agreed timeline. Project delay is allowed only if delayed by inclement weather, or other element of nature, labor stoppages, war, or similar cause preventing work from continuing. Should Contractor fail to proceed with the work for more than seven (7) working days with no notice to WTA, Contractor is considered to

have abandoned the project. WTA may elect to terminate the contract and proceed to complete the contract using its own forces or an independent third party. In such event the Contractor will be responsible for all reasonable expenses incurred by WTA to complete the work. The Contractor will also be responsible for all legal, engineering or other costs caused by their abandonment, failure or refusal to complete the project within the time provided.

31. Compliance with State, Local, and Federal Rules and Regulations: Contractor will ensure they are properly licensed and have all necessary operating permits and business registrations, and pay all fees and taxes according to local ordinances, state law, and Federal law. Contractor shall provide documents confirming that it has obtained any local business registrations that may be required upon request by WTA.

Appendix B. Seattle Green Factor Landscape Management Plan - EXCERPTS

Bidders can download the entire document here:

https://www.seattle.gov/dpd/cs/groups/pan/@pan/documents/web_informational/dpds_021344.pdf

A. LANDSCAPE MANAGEMENT APPROACH

Example:

In addition to meeting the Seattle Green Factor criteria, the landscape plan for this mixed-use (restaurant/retail/residential) development is designed to:

- Provide an enjoyable outdoor environment for patrons and an aesthetic amenity for residents and passers-by. Lush at-grade plantings, raised planters, and a green roof terrace compliment the building with a variety of attractive public and private outdoor areas.
- Ensure public safety for residents, commercial tenants, and customers. Sight lines are maintained on all sides of the site, with low (2 to 3 foot) shrubs and open, limbed-up trees.
- Protect the health of residents, workers, and customers, as well as the environment, by minimizing use of pesticides (herbicides, insecticides, fungicides, and rodenticides). Plant selection emphasizes native plants and hardy ornamental cultivars to prevent pests and the use of harmful chemicals, especially where they may contact people or wash off in surface water. Pest, weed, and disease problems that arise are managed through “Integrated Pest Management” (IPM) methods described below.

C. LANDSCAPE MANAGEMENT AREAS

C.5. Turf care

C.5.1. Mowing - Turf

- Mowing schedule: Mow weekly during active growth periods (April-October) and at least once a month during winter. Keep mower blades sharp.
- Clippings should always be left on lawn areas (“mulch-mowing” or “grasscycling”), except if this will create a large surface buildup, for instance if saturated soft soils have prevented mowing for several weeks in spring and the grass is very tall. Grasscycling returns about 2 lb. nitrogen per 1000 sq. ft. per year, and improves resistance to drought damage and weed invasion.
- Modern “mulching” mowers are preferred because they chop clippings finely and blow the resulting mulch down to ground level, leaving a clean surface which is preferable, especially around building entrances where track-in can be a problem. Effective mulching requires about 20% more engine power, and it may be necessary to slow down in heavy areas or wet weather to get the best mulching results. For these reasons, equipment that converts easily from mulching to side-throw (leaving

clippings on surface) is the most adaptable to varying conditions and mowing schedules.

- Mowing height: 2 to 2.5 inches high.
- Mowing frequency: to cause the least stress on the grass plant, mow often enough to remove only one-third of the blade length (e.g., when the grass is 3" high mow it down to 2"). Also, mow un-irrigated summer-dormant turf regularly enough to remove weed seed heads before they mature. Start mowing in late winter as soon as grass begins to grow. On most lawn areas these rules will result in mowing every 5-7 days through the height of the spring growth spurt, tapering to weekly on irrigated summer lawn or 10 days to 2 weeks on dormant lawn, weekly through the fall growth spurt, and once a month during winter. Avoiding overfertilization and soluble "quick release" fertilizers is key to reducing mowing frequency.

C.5.2. Fertilization - Turf

- Natural organic fertilizers or "bridge" (organic plus slow-release synthetic) fertilizers shall be used. Soluble fertilizers, though less expensive, wash off site, volatilize, require more frequent application, and are toxic to beneficial soil life, so tend to be more expensive over time.
- Mid to late fall applications are the key to building carbohydrate reserves in the grass root system over the winter. Early spring applications should be avoided because they promote rapid top growth (requiring more mowing) and can exhaust stored nutrient reserves. If spring applications are desired, they should be in late spring.

C.5.3. Aeration and De-thatching - Turf

- While aeration is most important on high-use areas (such as playfields and building entrance areas) any lawn area should be considered for annual or more frequent aeration if it shows signs of thin turf, weed invasion, poor irrigation penetration, or soil compaction.
- Thatch buildup (beyond the 1/2 inch that is healthy) is usually a sign of over-fertilization, over use of broadcast pesticides, over-watering, soil compaction, or other causes of diminished soil biota to break down thatch. Excess thatch prevents water penetration and promotes shallow rooting. Good maintenance practices will generally prevent thatch buildup, but where present it should be reduced by regular aeration or a vertical mowing (de-thatching), followed by adjusting cultural practices to prevent recurrence.

C.5.4. Overseeding - Turf

- In addition to aeration, spring or fall lawn renovations should include overseeding of thin or weed infested areas, or entire areas subject to heavy wear. This is a key weed control practice.

- Select certified seed appropriate for the site (perennial rye for sport lawn, rye and fescue blends for general lawn: contact the Cooperative Extension Service for site-adapted varieties, or buy from a reputable local supplier).
- Generally overseeding is practiced after aeration and before topdressing. A slice-seeding machine allows seed to be placed in the ground at the end of the dry season to await fall rains, and greatly improves seed germination and survival.

C.5.5. Topdressing - Turf

- After aeration and overseeding, high-use or worn lawn areas should be topdressed in spring or fall for greatest improvement.
- General lawn should be topdressed with pure compost or a compost-sand mixture, 1/4 to 1/2 inch thick, to improve both drainage and soil fertility. Use a weed-free mature compost from a reputable supplier, screened to 3/8 inch minus particle size. Dragging or raking after application can help get compost down into the aeration holes and break up aeration cores and compost clumps.
- Take soil plugs annually to verify that the compost is being incorporated into the soil profile below the aeration depth by earthworms and other soil biota, rather than accumulating on the surface where it could limit water infiltration. (This is a possible problem in cases of low soil biota due to overuse of fertilizers or pesticides, poor drainage, or conditions of acidic or compacted soils. Correct these problems to improve compost incorporation.)

D. INTEGRATED PEST (WEED, INSECT, AND DISEASE) MANAGMENT

Definition: "Integrated Pest Management, or IPM, is an approach to pest control [weeds, insects, and diseases] that uses regular monitoring to determine if and when treatments are needed, and employs physical, mechanical, cultural, and biological tactics to keep pest numbers low enough to prevent intolerable damage or annoyance. Least-toxic chemical controls are used as a last resort."¹⁸

D.1. Weed Control for Trees, Shrubs, Vines, and Groundcovers

- Weeds in planted areas, sidewalks, curbs, gutters, or pavement shall be removed or killed weekly as the weeds emerge. Weeds shall be removed (not just killed) if they are larger than 2 inches (5 cm) in height or diameter. Dispose of weeds off-site. The cost of all weed control work shall be included in the contract price for landscape maintenance. Regular maintenance of the mulch layer will help minimize weeds in shrub and groundcover areas.
- Contractor is strongly encouraged to use Integrated Pest Management techniques for controlling weeds. Techniques include mulching, pulling, allowing plantings to grow densely and shade ground, heat and hot water controls. If herbicides must be used, choose the least toxic available and spot apply on weeds. Pre-emergent

¹⁸ Daar, Olkowski & Olkowski: IPM Training Manual for Landscape Gardeners, 1992

herbicides are not allowed – maintaining a thick mulch layer combined with mechanical weeding is as effective.

D.2. Weed, Insect, and Disease Control for Turf

- Weed invasion can be effectively prevented or reversed by growing dense lawn, through the above recommended practices. Tolerate some broad-leaved plants in lawn areas. Identify problem (invasive) weeds and target only those species.
- Control weeds in turf by removal where practical (long-handled weed-pullers do this quickly), and remove them regularly before they go to seed. If weeds have over-run an area, spot-application of the least-toxic herbicide is permitted.
- No broadcast herbicide or “weed-and-feed” products may be applied.
- Moderately fertilized turf on well drained organic-rich soils rarely has serious disease problems. Correcting poor soil conditions or cultural practices (like over-watering or overfertilization) will prevent diseases.
- Insects are rarely a problem on lawn in Seattle—the European crane fly is the only one in this area. IPM techniques of monitoring, setting tolerance levels, and least-toxic control can be applied effectively. Proper fertilization and overseeding will reduce crane fly damage.

D.3. General IPM Steps and Methods IPM Steps Include:

- 1) Prevention first: plant vigorous, pest-resistant, site-adapted varieties. Plan cultural practices to minimize pests (watering, mulching, pruning, etc.).
- 2) Identify/know the pest (weed, etc.) life cycle.
- 3) Set action thresholds – tolerate some damage.
- 4) Monitor regularly (keep records of monitoring).
- 5) When pests exceed threshold, use control method with the least non-target impact. (Try cultural, physical, or biological methods first. As a last resort, use spot applications of least toxic chemical.) Only treat when the pest is most vulnerable and its natural enemies are in their least susceptible life stage.
- 6) Keep records of control methods and results, evaluate, and adapt cultural practices.
- 7) Replace problem plants/designs with more pest, disease, and weed-resistant varieties.

Weed Control Methods – General Guidelines:

- Crowd out weeds with dense healthy plantings, ground covers and shade canopies.
- Accept a few weeds – target the problem ones.
- Mulch beds in fall, winter, or early spring.
- Control weeds before they go to seed.
- Hoe, pull, mow, or till (mulch makes hoeing easier).
- Use flame or radiant heat weeders over pavement, cracks, fencelines, and building edges, or over mulch on rainy days (use fire precautions as per equipment labeling).

- Use barriers: newspaper or cardboard covered with mulch, root barriers for spreading plants. Landscape fabric can create problems as weeds grow through it – paper or cardboard is better.
- Don't over-fertilize – it promotes weeds and pests.
- Spot apply the least-toxic chemical (e.g. soap and vinegar-based weed killers, or cut-and-paint stems with systemic herbicides) to minimize non-weed impacts.
- If a pesticide must be used, post signs for at least 24 hours stating: area affected; date/time applied; specific pesticide used; re-entry cautions (from label); and phone number to call with questions. Always follow label for application and protection. Professional applicators (including users of “weed & feed,” or even low- risk herbicides like vinegar) must be licensed by State law, see [Http://agr.wa.gov/PestFert/Pesticides/](http://agr.wa.gov/PestFert/Pesticides/).

Appendix C: WA State Department of Agriculture – Pesticide Management Division



Pesticide Management Division

ATTENTION: LANDSCAPE MAINTENANCE COMPANIES

» **Do you maintain residential or commercial lawns and/or landscape beds for clients?**

» **As part of this work, do you apply any pesticide* for any purpose (including spot treatments) to your customers' properties?**

If you answered "yes" to both of these questions, your company must have a Commercial Applicator pesticide license from the Washington State Department of Agriculture (WSDA). You must be licensed, even if:

- Your company performs moss control to roofs or lawns, even once to a client's property.
- You only use a backpack or apply by hand or spreaders.
- You only operate this business part-time.

Also, any employees who apply pesticides must be licensed as Commercial Operators. If you or your employees apply pesticides commercially without these licenses, you are violating Washington State pesticide law (17.21.RCW) and could receive a civil penalty of up to \$7,500 per incident. Each application you make can be considered an incident.

If you apply pesticides and are unlicensed, you have three options:

1. Obtain the appropriate license before making any more applications.
2. Subcontract your pesticide work to an appropriately licensed company.
3. Stop offering service that includes pesticide applications.

Commercial Applicators must be licensed in all categories that the business operates and supply WSDA with proof of financial coverage. This coverage must be in the form of either a liability insurance policy or surety bond that provides \$50,000 public liability and \$50,000 property damage coverage. The Commercial Applicator license fee is \$215 per year.

Commercial Operators must be licensed in all categories in which they work; the license fee is \$67 per year. Commercial Operators must work for a Commercial Applicator.

To become licensed, you must pass exams. Some exams are available in Spanish. Study material for the exams is available through Washington State University at pep.wsu.edu/studymaterials/. (A study manual for "Ornamental and Turf Weed Management and Law and Safety" is available in Spanish, publication number EM0235).

WSDA offers pesticide exams every Tuesday at the Olympia and Yakima offices. Exams are also offered regularly at other WSDA locations. For more information or to take an exam, contact WSDA toll free at 1-877-301-4555. Information is also available at agr.wa.gov/PestFert/LicensingEd/Licensing.aspx.

*Pesticides include herbicides (such as Roundup, Casoron, Crossbow, and Weed & Feed), insecticides (such as granular rose food with insect control), fungicides, moss control agents (fertilizers with moss control) and any other product that prevents, destroys, controls, repels or mitigates any pest.

AGR PUB 702-556 (N/8/16)

P.O. BOX 42560 - OLYMPIA, WASHINGTON 98504-2560 - 360-902-2040

D.1 Ferndale Station General Maintenance Schedule

1675 Main Street, Ferndale WA

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<i>Mulch Mow Lawn</i>		A	B	W	W	W	W	W	B	B	A	
<i>Trim Edges (lawn & Ground Cover</i>			B	W	W	W	W	W	W	W		
<i>Inspect for Pests</i>	M			M		M		M				
<i>Prune & Trim Trees & Shrubs</i>	M		M		A	A	A	A	A	A		
<i>Prune Rhodies</i>	NA											
<i>Restake Weather Protection</i>	A	A										A
<i>Remove Debris</i>	B	B	B	W	W	W	W	W	W	W	B	B
<i>Weed, Deadhead Flowers</i>	M	M	B	W	W	W	W	W	W	W	B	M
<i>Soil Testing (August or as determined by analysis laboratory)</i>								S				
<i>Fertilize Trees, Shrubs, Flower Beds</i>				M		M				M		
<i>Fertilize Lawns</i>				M						M		
<i>Replenish Mulch</i>				A		A		A		A		
<i>Irrigation On/Off</i>						ON			OFF	Winterize		
<i>Irrigation Operate, Verify, Adjust and Repair</i>					W	W	W	W	W	W		
<i>Trim Ground Cover</i>				M	M		M	M		M		
<i>Remove Female Ivy</i>					A				A			
<i>Moss Control</i>	M	M										M
<i>Mow Hypernicum</i>												M

Key:

- A As Needed
- B Bi-Weekly
- M At least once as needed
- S Once per month
- W Weekly
- NA Not applicable



E.1 Lynden Station General Maintenance Schedule

1945 Front Street, Lynden WA

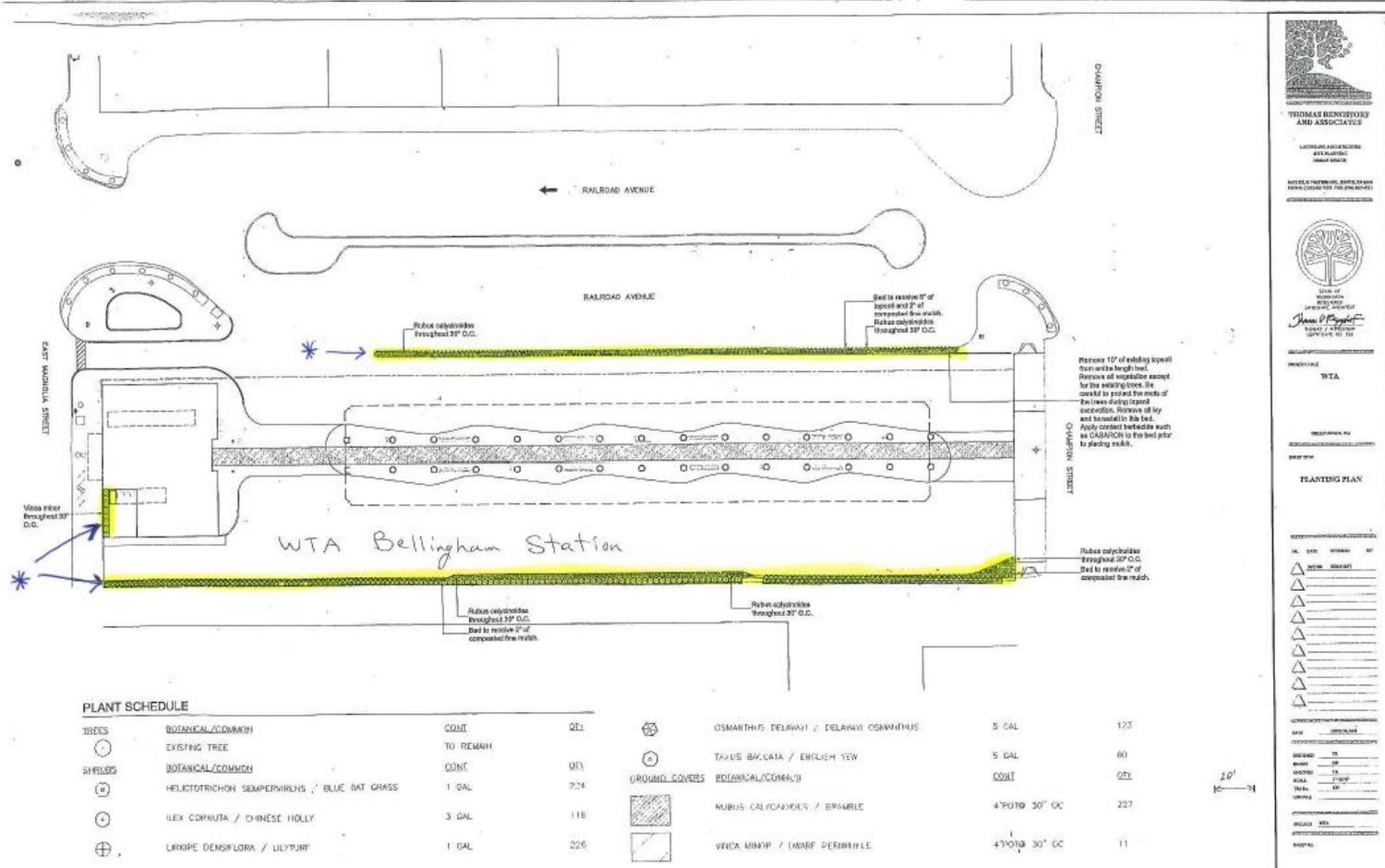
<i>Task</i>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<i>Mulch Mow Lawn</i>		A	B	W	W	W	W	W	W	W	A	
<i>Trim Edges (lawn & Ground Cover</i>			B	W	W	W	W	W	W	W		
<i>Inspect for Pests</i>	M			M		M		M				
<i>Prune & Trim Trees & Shrubs</i>	M		M		A	A	A	A	A	A		
<i>Restake Weather Protection</i>	A	A										A
<i>Remove Debris (including tree droppings such as branches, cones, needles)</i>	W	W	W	W	W	W	W	W	W	W	W	W
<i>Weed, Deadhead Flowers</i>	M	M	B	W	W	W	W	W	W	W	B	M
<i>Soil Testing (August or as determined by analysis laboratory)</i>								S				
<i>Fertilize Trees, Shrubs, Flower Beds</i>				M		M				M		
<i>Fertilize Lawns</i>				M						M		
<i>Replenish Mulch</i>				A		A		A		A		
<i>Irrigation On/Off</i>						ON				OFF		
<i>Irrigation Operate, Verify, Adjust and Repair</i>					W	W	W	W	W	W		
<i>Trim Ground Cover</i>				M	M	M	M	M	M	M		
<i>Remove Female Ivy</i>					A				A			
<i>Moss Control</i>	M	M										M

Key:

- A As Needed
- B Bi-Weekly
- M At least once as needed
- S Once per month
- W Weekly
- NA Not applicable

Appendix F. Bellingham Station Site Plan

* Highlighted planting areas are included in this scope of work.





F.1 Bellingham Station General Maintenance Schedule
205 East Magnolia, Bellingham WA

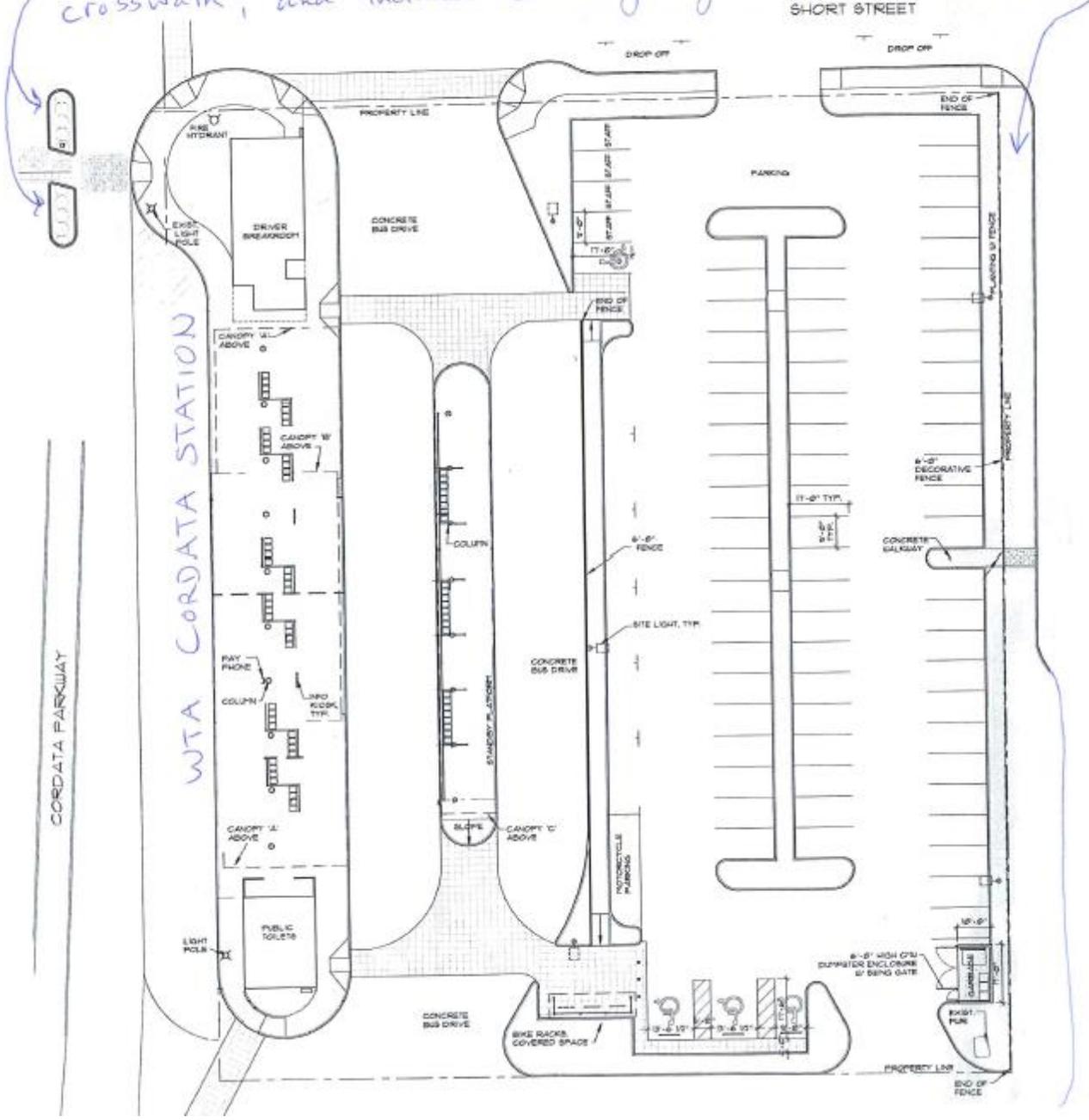
<i>Task</i>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<i>Mulch Mow Lawn</i>	NA											
<i>Trim Edges (Ground Cover)</i>				M	M	M	M	M	M	M		
<i>Inspect for Pests</i>	M			M		M		M				
<i>Prune & Trim Trees & Shrubs</i>	M		M		A	A	A	A	A	A		
<i>Restake Weather Protection</i>	A	A										A
<i>Remove Debris</i>	B	B	B	W	W	W	W	W	W	W	B	B
<i>Weed, Deadhead Flowers</i>	M	M	B	W	W	W	W	W	W	W	B	M
<i>Soil Testing (August or as determined by analysis laboratory)</i>								S				
<i>Fertilize Trees, Shrubs, Flower Beds</i>				M		M				M		
<i>Fertilize Lawns</i>	NA											
<i>Replenish Mulch</i>				A		A		A		A		
<i>Irrigation On/Off</i>						ON			OFF	Winterize		
<i>Irrigation Operate, Verify, Adjust and Repair</i>					W	W	W	W	W			
<i>Trim Ground Cover</i>				M	M	M	M	M	M	M		
<i>Remove Female Ivy</i>					A				A			
<i>Moss Control</i>	M	M										

Key:

- A As Needed
- B Bi-Weekly
- M At least once as needed
- S Once per month
- W Weekly
- NA Not applicable

Appendix G: Cordata Station Site Plan

- WTA landscape maintenance responsibility includes these planted islands on either side of crosswalk, and includes entire grassy strip east side of east fence



G.1 Cordata Station General Maintenance Schedule

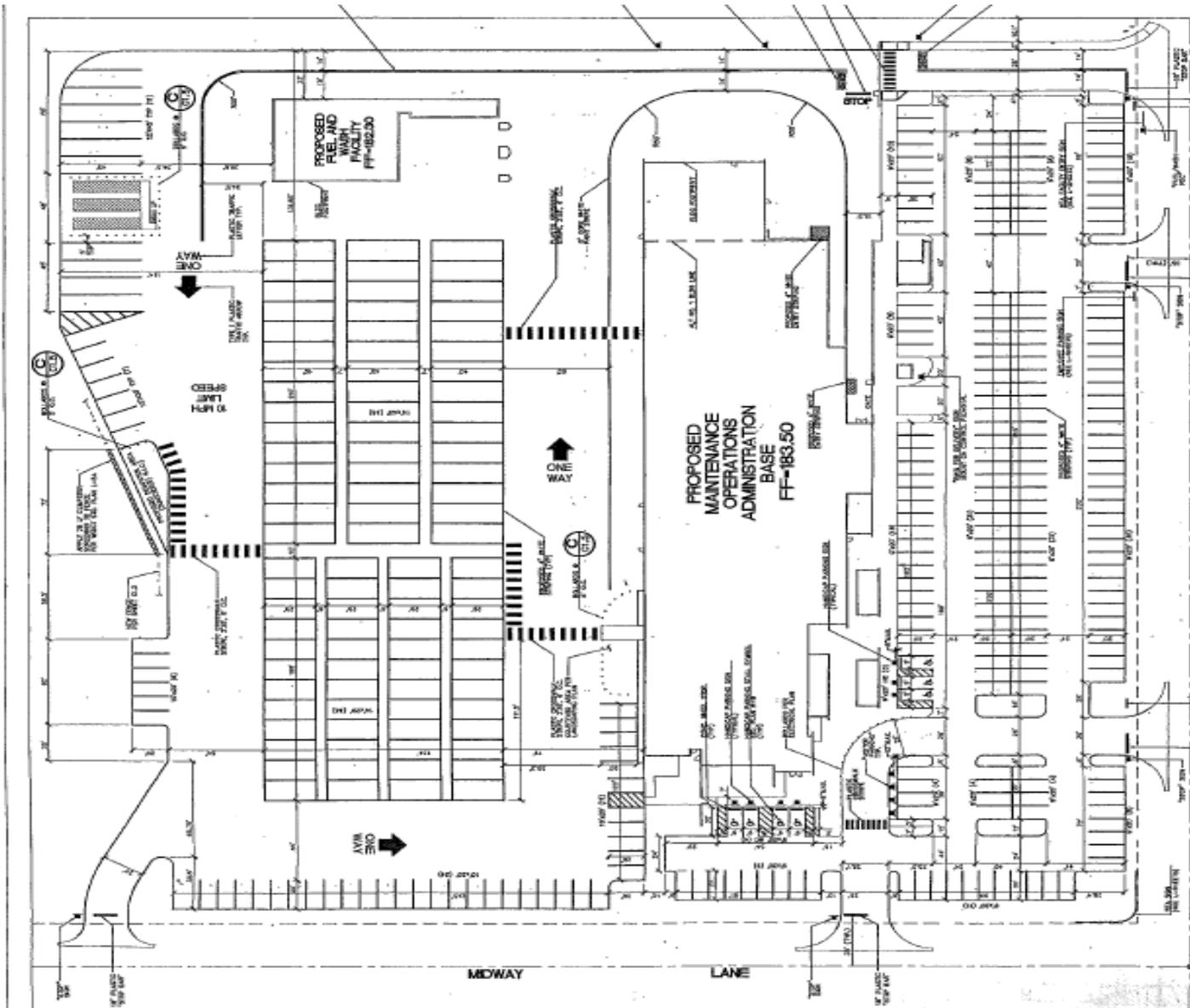
4194 Cordata Parkway, Bellingham, WA

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<i>Mulch Mow Lawn</i>		A	B	W	W	W	W	W	B	B	A	
<i>Trim Edges (Ground Cover)</i>				M	M	M	M	M	M	M		
<i>Inspect for Pests</i>	M			M		M		M				
<i>Prune & Trim Trees, Shrubs, Sage, & Grasses</i>	M	M	A	A	A	A	A	A	A	A		
<i>Restake Weather Protection</i>	A	A										A
<i>Remove Debris</i>	B	B	B	W	W	W	W	W	W	W	B	B
<i>Weed, Deadhead Flowers</i>	M	M	B	W	W	W	W	W	W	W	B	M
<i>Soil Testing(August or as determined by analysis laboratory)</i>								S				
<i>Fertilize Trees, Shrubs, Flower Beds</i>				M		M				M		
<i>Fertilize Lawns</i>	NA											
<i>Replenish Mulch</i>				A		A		A		A		
<i>Irrigation On/Off</i>						ON			OFF	Winterize		
<i>Irrigation Operate, Verify, Adjust and Repair</i>					W	W	W	W	W			
<i>Trim Ground Cover</i>				M	M	M	M	M	M	M		
<i>Remove Female Ivy</i>					A				A			
<i>Moss Control</i>	M	M										

Key:

- A As Needed
- B Bi-Weekly
- M At least once as needed
- S Once per month
- W Weekly
- NA Not applicable

Appendix H: MOAB Site Plan





H.1 MOAB General Maintenance Schedule

4111 Bakerview Spur, Bellingham WA

<i>Task</i>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<i>Mow Lawn</i>		A	B	W	W	W	W	W	B	B	A	
<i>Trim Edges (Ground Cover)</i>			B	W	W	W	W	W	W	W		
<i>Inspect for Pests</i>	M			M		M		M				
<i>Prune & Trim Trees & Shrubs</i>	M		M		A	A	A	A	A	A		
<i>Prune Rhodies</i>				A								
<i>Restake Weather Protection</i>	A	A										A
<i>Remove Debris</i>	B	B	B	W	W	W	W	W	W	W	W	B
<i>Weed, Deadhead Flowers</i>	M	M	B	W	W	W	W	W	W	W	B	M
<i>Deadhead Rhodies</i>					M							
<i>Soil Testing(August or as determined by analysis laboratory)</i>								S				
<i>Fertilize Trees, Shrubs, Flower Beds</i>				M		M				M		
<i>Fertilize Lawns</i>				M						M		
<i>Replenish Mulch</i>				A		A		A		A		
<i>Irrigation On/Off</i>						ON			OFF	Winterize		
<i>Irrigation Operate, Verify, Adjust and Repair</i>					W	W	W	W	W	W		
<i>Trim Ground Cover</i>				M	M		M	M		M		
<i>Moss Control</i>	M	M										

Key:

- A As Needed
- B Bi-Weekly
- M At least once as needed
- S Once per month
- W Weekly
- NA Not applicable

Part 10 – Exhibits

Exhibit A: Bidder’s Checklist

By submitting a Bid, Bidders agree to be bound by and adhere to all legal requirements and contract terms and conditions contained in this solicitation document.

WTA will not negotiate any aspect of the required service or contract once the Intent to Award is issued. WTA will not make any concessions for Bidders who are not completely familiar with the scope or contract requirements.

The following information, forms, and documents contained in this solicitation shall be completed and submitted as part of the Bid. Failure to include any of requested information and properly completed forms will be cause for immediate rejection of the Bid. The below list does not relieve the Bidder from the responsibility of becoming familiar with all aspects of the solicitation documents and proper completion and submission of a Bid.

The following information, forms and documents contained in this solicitation shall be completed and submitted as the first section of the original bid document. Failure to include any of requested information and properly completed forms and may be cause for immediate rejection of the Bid.

- Bid Form ([Exhibit B](#))
- Vendor info & References ([Exhibit C](#))
- Bid Cost ([Exhibit D](#))
- Debarment, Compliance, Conflict of Interest ([Exhibit E](#))
- Conflict of Interest Statement ([Exhibit G](#))

Bidders are advised that the following will be incorporated into the final contract:

- Invitation to Bid
- Scope of Work in [Part 4](#) and Special Provisions in [Part 5](#)
- Issued Addenda (if applicable)
- Terms and Conditions in Appendix A and [Part 6](#)
- Contractor Pricing & Response
- ITB Exhibits & Appendices
- Executed Contract
- Purchase Orders
- Change Orders

Submission of a Bid acknowledges that WTA will not enter into a contract that contradicts any of the parts included in the solicitation.

Exhibit B: Bid Confirmation and Cover Sheet



All fields must be completed where applicable. **Failure to complete this form will result in the bid being rejected as non-responsive.**

Business Name:		
Type of Business <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (State of Incorporation ___) <input type="checkbox"/> LLC		
Physical Business Address (Must NOT be a PO Box)		
City	State	Zip Code
Business Telephone #	Business Fax #	Business Email
Bellingham UBI Endorsement ¹⁹	Federal EIN#	Contractor License #

Receipt is hereby acknowledged of Addenda No(s): ___ ___ ___ ___
NOTE: Failure to acknowledge receipt of addenda will be considered non-responsive to the Bid

OFFICAL AUTHORIZED TO SIGN FOR BIDDER

"I declare under penalty of perjury under the laws of the State of Washington that the Bid submitted is genuine. This Bid is not fake or made on behalf of any person who has an interest in the award. No other Bidder has been solicited to put a false bid, adjust their price lists, or coerced any other company to refrain from proposing. I guarantee that my firm has not attempted to secure an advantage over any other Bidder through collusion. All statements and information contained in the submitted Bid are true, correct, and based on the requested scope of work. All employees and agents of the Bidder are skilled and experienced in the work proposed. In the event that the Project or any aspect of the project is found to be non-compliant, I understand my company will be held responsible to remedy all deficiencies at no additional cost.

My signature below assures WTA that the firm understands, acknowledges, and will comply with all requirements of this solicitation and subsequent contract."

<u>Signature of Authorized Officer/Agent</u>	<u>Date</u>
<u>Print Name & Title</u>	<i>The individual named herein is duly authorized to obligate the firm to a contract.</i>

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Exhibit C: Vendor Information & References

¹⁹ Bellingham Municipal Code 6.05.025



In the section below, please provide the requested information about your organization. Failure to provide this Exhibit will result in rejection of the Bid as non-responsive.

BUSINESS NAME	
PRIMARY CONTACT • Name • Address • Title • Phone • Email	
YEARS IN INDUSTRY	
ANNUAL REVENUES*	<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000-\$1 million <input type="checkbox"/> \$1 - 2 million <input type="checkbox"/> \$2 - 5 million <input type="checkbox"/> \$5 - 10 million <input type="checkbox"/> More than \$10 million
DBE <input type="checkbox"/> Yes <input type="checkbox"/> No DBE Registration# _____	SBA <input type="checkbox"/> Yes <input type="checkbox"/> No SBA Registration# _____
STAFF SIZE List staff numbers & positions who will be assigned to this contract	
CUSTOMER LIST (3-5 additional customers besides references)	
NAIC NUMBERS (www.naics.org)	
DUNS NUMBER	

** WTA reserves the right to request financial statements from Bidders to demonstrate financial responsibility. Failure to provide requested documentation will result in the Bid being rejected as non-responsive and not responsible*

Please list a total of 3 RECENT customers for whom you have performed service similar to what the WTA is seeking in this ITB.



1. Name
Address
Contact Name, Phone number, Email address
Length of service
Service performed
Total cost

2. Name
Address
Contact Name, Phone number, Email address
Length of service
Service performed
Total cost

3. Name
Address
Contact Name, Phone number, Email address
Length of service
Service performed
Total cost



Exhibit D: Bid Sheet

Pricing must include all conceivable aspects of completing the work. This should include (but is not limited to) labor including adding mulch, organic compost and fertilizer, soil testing, one hundred and twenty (120) labor hours annually for on-going irrigation system maintenance and repair work, expenses, parking costs if applicable for Bellingham Station, truck and equipment charges, licenses, insurance, general & administrative expenses, overhead, materials not described below, travel.

Do not include sales tax.

STATION	Firm Fixed Price Per Month
	2017
Bellingham Station (BTS)	\$_____
Cordata Station	\$_____
Ferndale Station	\$_____
Lynden Station	\$_____
WTA MOAB	\$_____
GRAND TOTAL PER MONTH	\$_____

Extras:

Snow & Ice Response	\$_____/hour
Irrigation Repairs over 120 Hours Per Year	\$_____/hour

Additional Items Billed at Cost – No Mark-up. Contractor will submit original invoices products with monthly invoice for reimbursement. These will be itemized on monthly invoices and billed at cost to WTA.

- Parts for Irrigation repairs
- New plants, flowers, bulbs, shrubs, trees, etc.
- Mulch and fertilizer products
- Annual backflow prevention assembly testing
- Ice Melt

Bidder may be requested to break out costs on invoices.



Exhibit E: – Debarment, Compliance, Conflict of Interest

By submitting a signed bid, bidders are assuring the WTA of the following:

1. Bidders are not on the current list of Federal or Washington State debarment lists
2. Bidders agree to adhere to ADA requirements
3. Bidders will work to promote employment and opportunity among disadvantaged business enterprises (DBE) as well as small and women/minority owned businesses. The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
4. That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the bidder or any of its agents, employees or representatives, to any official, member or employee of the WTA or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.
5. The bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.
6. That the bidder assures that it has no direct or indirect financial or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under contract and that it shall not employ any person or agent having such interest.
7. That the bidder assures that the company is fully licensed, bonded, and insured. A copy of the successful Bidder's certificate of insurance and a W9 will be required prior to the issuance of a Notice to Proceed or a Purchase order. Business licenses and/or professional certifications will be used to establish Bidder responsibility as part of the evaluation process.

Bidder's Initials

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.



Exhibit F: Request for Clarifications or Alternates

Bidder's offers of substitution shall be made in writing to the Procurement & Grants Coordinator and include sufficient data to assess the acceptability of the contract term, service, material or equipment for the particular application and requirements. The bidder must provide a detailed cost comparison between what is requested in this ITB and what is being proposed as an alternate solution. This request must also demonstrate adequate and equivalent performance and durability of what is specified. The burden of proof of the merit of the proposed substitute is upon the bidder.

Please submit one form per request.

Project Title: Landscape Maintenance

Project #: 2017-164 ITB

Company Name: _____ Date: _____

Document Reference (Check one)

- General Requirements
- Specifications
- Contract

Section Title: _____

Section Page # _____ Section #: _____

Bidder's Request:

WTA Response: Approved: _____ Denied: _____

WTA Comments:

WTA Procurement & Grants Coordinator

Date



Exhibit G: Conflict of Interest Statement

STATE OF WASHINGTON }

} ss.

COUNTY OF }

The undersigned, being first duly sworn, on oath, states on behalf of the Provider:

1. Conflict of Interest

The Bidder, by entering submitting this Bid to Whatcom Transportation Authority (WTA) to perform or provide work, services or guarantees and ensures, that it has no direct or indirect financial or proprietary interest. Bidder shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under a Contract. Bidder shall not employ any person or agent having such interest. In the event that the Bidder or its agents, employees or representatives acquires such a conflict of interest, it shall immediately disclose such interest to WTA and take action immediately to eliminate the conflict or to withdraw from this contract, as WTA may require.

2. Contingent Fees and Gratuities

That the Provider, by entering into this contract with WTA to perform or provide services or materials for WTA has thereby covenanted, and by this affidavit does again covenant and assure:

That no person or selling agency except bona fide employees or designated agents or representatives of the Bidder has been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and

That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Provider or any of its agents, employees or representatives, to any official, member or employee of WTA or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

Date: _____ Signature: _____

On this _____ day of _____, 20__, before me appeared _____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he/she was properly authorized by the _____ - (firm) to execute the affidavit and did so as his/her free act and deed.

SEAL:

_____ residing at _____.

Expiration of Commission: _____.

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.