

# City of Bellingham

26B-2021

*Job Order Contracting (JOC) – General Contracting Services*



## RFP INFORMATION

Purchasing Telephone:	360-778-7750
Issue Date:	June 1, 2021
Contact Email:	bids@cob.org

## CLOSING INFORMATION

Date:	June 30, 2021
Time:	11:00 AM
Location:	Purchasing Office
Mailing Address:	2221 Pacific Street Bellingham, WA 98229

In an effort to comply with City of Bellingham waste reduction policies, we request that qualifications be submitted on recycled paper, copied on both sides of the page, no laminated sheets, no wire/comb binding and no cardstock. Qualifications shall be stapled in the upper left hand corner only.

**REQUEST FOR PROPOSAL**  
**FOR JOB ORDER CONTRACTING -**  
**GENERAL CONSTRUCTION SERVICES**

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# PART ONE INFORMATION FOR PROPOSERS

## ARTICLE 1: SOLICITATION NOTICE

The City of Bellingham (the "City") is seeking competitive proposals from qualified firms to perform general construction work in accordance with the City's Job Order Contracting program. A Job Order Contract is a fixed period, indefinite quantity contract that utilizes negotiated Job Orders for each individual project completed under the Job Order Contract. Prices for each Job Order are based on the Unit Prices contained in the Construction Task Catalog<sup>®</sup> adopted by the City and the Adjustment Factors submitted by the Contractor for the entire Contract Term.

The City intends to establish up to two Job Order Contracts with qualified firms through a multi-phased Request for Proposal ("RFP") process described herein and in accordance with the RCW 39.10.430-460.

Due to the importance of all Proposers having a clear understanding of the specifications and scope of work requirements for the City's job order contracting program, a pre-proposal meeting has been scheduled. Attendance is **STRONGLY SUGGESTED** so Proposers can fully comprehend the JOC procurement system and requirements of this Request for Proposal. Attendance at the pre-proposal meeting will be evidenced by the representative's signature on the attendance roster. The City reserves the right to schedule additional pre-proposal meetings if it determines it is in the best interest of the City.

### RFP SCHEDULE:

RFP Issued	June 1, 2021
Pre-Proposal Meeting	June 16, 2021 at 10:00 a.m.  Zoom link: <a href="https://cob.zoom.us/j/97545127213?pwd=MnlFaTE0eal0NGcTlNNlRlNnZTd09">https://cob.zoom.us/j/97545127213?pwd=MnlFaTE0eal0NGcTlNNlRlNnZTd09</a>
Deadline for written questions	June 23, 2021 at 4:00 p.m.
Responses to questions issued	June 24, 2021
Phase I Technical Proposals Due	June 30, 2021, no later than 11:00 a.m.
Short List Notified	July 2, 2021
Phase II Cost Proposal Due	July 9, 2021 no later than 11:00 a.m.
Final Interviews with Short List	July 13, 2021
Council Award	July
Contracts Signed	August 2021
Work Begins	September 1, 2021

The RFP Documents can be viewed and/or downloaded at the City of Bellingham website, [cob.procurement.com](http://cob.procurement.com), or seen at the Purchasing Office, 2221 Pacific Street, Bellingham, Washington, phone (360) 778-7750.

Sealed proposals will be received by the City of Bellingham Purchasing Office at 2221 Pacific Street, Bellingham, Washington, 98229 until 11:00 a.m. on June 30<sup>th</sup>, 2021, and thereafter the City will publicly announce the names of each Proposer submitting a Proposal.

## **ARTICLE 2: SUMMARY OF JOB ORDER CONTRACTING (JOC) PROCESS**

### **SECTION A: JOB ORDER CONTRACTING OVERVIEW**

The Job Order Contract process is an alternative public works delivery method authorized in RCW 39.10.410. A Job Order Contract is a fixed period, indefinite quantity contract which provides for the use of negotiated Job Orders for each separate project completed under the Job Order Contract. Prices for each Job Order are based on the unit prices contained in the Construction Task Catalog<sup>®</sup> adopted by the City and the Adjustment Factor submitted by the Contractor (through this RFP) for the entire Contract Term.

As projects are identified, the Contractor will jointly scope the work with the City. The City will prepare a Detailed Scope of Work and issue a Request for Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal for the Project including a Job Order Price Proposal, drawings and sketches, a list of subcontractors and materialmen, construction schedule, and other requested documentation. The Job Order Price shall equal the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal shall be calculated by summing the value of all Pre-priced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.

By utilizing the JOC alternative public works contracting procedure, the City expects a collaborative, synergistic process of project development that combines the commitment, expertise and skills of the City and the Contractor to achieve the completion of the project in the best interest of the public. Job Order Contracting shall provide an effective means of reducing total lead-time and cost for public works projects. The early involvement of the Job Order Contractor shall facilitate the management of the project scope of work, budget and schedule; reduce construction risks; and add value by: facilitating and maintaining continuous teamwork, productive communication, coordinate, continuity and skill of project administration, and sharing of resources, scheduling and sequencing, cost estimating and control.

### **SECTION B: THE WORK**

The successful Job Order Contractor agrees to provide a variety of services including, but not limited to: preparation of Job Order Proposals, assessment of construction options, and scheduling while performing small construction and repair projects. Anticipated types of work include, but are not limited to: maintenance, renovation, repair and construction to facilities and civil infrastructure, including water, sewer and storm work, roadways, parks and landscaping, natural habitat restoration, structural, roofing, electrical, plumbing and HVAC. Most of the work required under this Job Order Contract will be within City of Bellingham limits, however, the City owns several facilities or infrastructure in other parts of Whatcom County for which this contract may be utilized.

### **SECTION C: CONTRACT TERM**

The Base Term of the Contract is two (2) years from the date of contract execution ("Base Term"). The Contract may be extended for an additional one (1) year period by the City with approval from the Contractor ("Extension Term").

The Contractor may withdraw from the JOC on the first anniversary of the Contract upon 90 days prior written notice to the City. Exercising the option to withdraw shall not relieve either party from its obligations with respect to Job Orders issued prior to such withdrawal.

All Job Orders issued during the term of the Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after the Contract Term has expired.

#### **SECTION D: CONTRACT VALUE**

*Minimum Contract Value:* The minimum value of Job Orders that the Contractor is guaranteed to receive the opportunity to perform in the Base Term of the Contract is \$100,000. If, during the Base Term, the City, at no fault of Contractor, fails to issue Job Orders in a total amount that is equal to or greater than the Minimum Contract Value, the City shall pay Contractor an amount equal to the difference between the Minimum Contract Value and the actual total of the Job Orders issued in the Base Term multiplied by thirty percent 30%. The intent of this damage formula is to compensate Contractor for lost overhead and profit. This is Contractor's sole remedy.

*Estimated Contract Value:* The City estimates that the total value of Job Orders that could be issued to the Contractor in the Base Term of the Contract is \$1,000,000. This is an estimate only. The Contractor is not guaranteed to receive this volume of Job Orders. The City has no obligation to issue Job Orders in excess of the Minimum Contract Value.

*Maximum Contract Value:* The City reserves the right to issue up to the maximum amount specified in RCW 39.10.440, currently \$4,000,000 per year for a maximum of three years.

*Maximum Job Order Value:* The maximum dollar value of any one Job Order is \$350,000 per RCW 39.10.450.

#### **SECTION E: ADJUSTMENT FACTORS**

There are three Adjustment Factors for this Contract, which shall be proposed by the Proposer in its Phase II Cost Proposal. When preparing a Job Order Price Proposal, the Contractor shall select the appropriate Adjustment Factor for each task.

The Adjustment Factors are as follows:

1. *Normal Working Hours:* Monday through Friday 7:00 am to 4:00 pm except City holidays.
2. *Other Than Normal Working Hours:* Monday through Friday 4:00 pm to 7:00 am and all day Saturday, Sunday and City holidays.
3. *Non Pre-priced:* For Non Pre-priced Tasks

Note: The Other Than Normal Working Hours Adjustment Factor must be equal to or greater than the Normal Working Hours Adjustment Factor. The Non Pre-priced Adjustment Factor must be equal to or greater than 1.0000.

For evaluation purposes only, the following work distributions shall be used to determine the lowest proposed price:

Adjustment Factor	% Weight (For Evaluation Only)
-------------------	--------------------------------

Normal Working Hours	60%
Other Than Normal Working Hours	30%
Non Pre-priced	10%

All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Proposers who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their proposal will be rejected.

**SECTION F: CONTRACTOR LICENSE FEE**

The City selected The Gordian Group’s (Gordian) Job Order Contracting (JOC) System for their JOC program. The Gordian JOC Solution includes Gordian’s proprietary eGordian® JOC Applications and Construction Task Catalog®, which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified by the City. **Accordingly, the Contractor shall be required to execute Gordian’s JOC System License and Fee Agreement, and pay a 1% JOC System License Fee to obtain access to the Gordian JOC Solution.**

**ARTICLE 3: EVALUATION PROCESS**

The purpose of the evaluation process is to determine which firm offers the City the overall best value in terms of technical qualifications (Phase I) and price (Phase II).

**SECTION A: PHASE I – TECHNICAL QUALIFICATIONS**

1. An evaluation panel will be formed.
2. The City will evaluate each proposal received to confirm Proposers meet the Mandatory Proposer Responsibility Criteria and Supplemental Proposer Responsibility Criteria and submitted a Proposal Bond/Deposit.
3. All proposals that meet Mandatory Proposer Responsibility Criteria and Supplemental Proposer Responsibility Criteria and have submitted a Proposal Bond/Deposit will be scored by each member of the evaluation panel using the Phase I score sheet.
4. Each section of the Proposal will be scored against the maximum points available for that section.
5. The Phase I score for each Proposal will be the sum of the individual evaluations.

After tabulating the Phase I points, the Proposer(s) receiving the highest number of points will be invited to advance to Phase II of the evaluation process. The number of Proposers who are invited to advance to Phase II shall be determined in the sole discretion of the City.

**SECTION B: PHASE II – PRICE**

1. The Proposers who advance to Phase II will be invited to submit a Phase II Cost Proposal and be interviewed by the City.
2. The Phase II candidates shall be notified of the day and time set for the submittal.

- The Proposer with the lowest Award Criteria Figure will receive the maximum points. Proposers with a higher Award Criteria Figure will receive a proportionately lower score.

**SECTION C: SCORING**

The table below lists the percentages for each evaluation section:

<b>MINIMUM REQUIREMENTS</b>	
Bid Bond (Deposit) in the Amount of \$50,000	Yes or No
Mandatory Proposer Responsibility Criteria	Yes or No
Supplemental Proposer Responsibility Criteria	Yes or No
<b>PHASE I EVALUATION</b>	
Company Profile	10%
Comparable Construction Experience	20%
Key Personnel	15%
Ability to Manage Multiple Subcontractors	15%
Local and Disadvantaged Business Utilization Plan	10%
<b>PHASE II EVALUATION</b>	
Cost Proposal (Price)	30%
<b>Total</b>	<b>100%</b>

**SECTION D: CONTRACT AWARD**

- The rank of the firms will be determined by taking the total points scored in Phase I and Phase II.
- Based on the Phase I and II evaluation scores, the evaluation panel may make an award recommendation. It is the intent of the City to award Contracts to the two Proposers with the highest scores. The City anticipates interviewing all Proposers who are invited to submit a Phase II Cost Proposal. The City reserves the right to conduct site visits and call references to assist in the evaluation of the Proposers' technical and cost proposals.
- The successful Proposer(s) shall properly complete, execute and submit the following forms after receiving notice that it has been awarded the Contract:
  - Agreement for Job Order Contracting - General Construction Services;

- Payment and Performance Bond;
  - Retainage Investment Option (and Escrow Savings Account Agreement, if any);
  - Certificate of Insurance and all necessary endorsements; and
  - Any other documents required by the City.
4. Failure or refusal to return proof of insurance and a payment and performance bond, or failure to execute and return the Agreement, shall result in forfeiture of the Proposal Bond or Deposit.

## **ARTICLE 4: RFP GENERAL CONDITIONS**

### **SECTION A: RFP DOCUMENTS**

The RFP Documents can be viewed and/or downloaded at the City of Bellingham website, [cob.procurement.com](http://cob.procurement.com), or seen at the Purchasing Office, 2221 Pacific Street, Bellingham, Washington, phone (360) 778-7750.

### **SECTION B: PROPOSAL BOND**

All proposals must be upon the forms provided by the City of Bellingham and must be accompanied by a certified check, cashier's check, cash, money order or bid bond payable to the City of Bellingham in the amount of \$50,000.00. No other form of bid security is acceptable.

### **SECTION C: ADDENDA**

Addenda are written or graphic instructions issued by the City's Purchasing Office prior to the receipt of Proposals in accordance with this RFP, which interpret, clarify, correct, modify, add, or delete portions of the Contract Documents. Addenda will become part of the Contract when the Public Works Agreement is executed.

### **SECTION D: PLAN HOLDER'S LIST**

The plan holder's list is the way in which the City will notify Proposers of addenda and/or changes in the Contract Documents. All addenda and/or changes to Contract Documents will be issued by the Purchasing Office. The City will notify holders by email. The City will make a reasonable effort to notify Proposers of changes; however the sole responsibility lies upon the Proposer to inquire if a change has been issued prior to the bid opening time and date. Please visit the web site at [cob.procurement.com](http://cob.procurement.com) or call the Purchasing Office as 360-778-7750 to verify Addenda prior to submitting a Proposal.

### **SECTION E: QUESTIONS/OBJECTIONS**

Proposers are requested to review the Contract Documents carefully, without delay, for defects and questionable or objectionable matter. Any questions or objections regarding the Contract Documents or proposal process should be made in writing and received by the Purchasing Office no later than five (5) business days' prior to the Phase I Technical Proposal submission deadline so that any necessary addenda may be published and distributed to Proposers prior to the Phase I Technical Proposal submission deadline; provided that the City may in its sole discretion respond to questions submitted after that deadline. All communications should be in writing and addressed to the following: [bids@cob.org](mailto:bids@cob.org).



## **SECTION F: PROTESTS**

Protests, if any, shall be submitted within ten (10) business days following the day of the announcement of the apparent successful proposal(s). The announcement of the apparent successful proposal will be communicated to all proposers by email. Any protest must be made in writing, signed by the protesting Proposer or its authorized agent, and filed with the City's Purchasing Manager, 2221 Pacific Street, Bellingham, WA 98229, with a copy to the City Attorney, 210 Lottie Street, Bellingham, WA 98225. The protest shall contain all of the following information:

- a) The protestor's name, address, and phone/facsimile number;
- b) The RFP number and contract name;
- c) A detailed description of the specific factual and legal ground(s) for the protest, including all exhibits referenced by the protestor; and
- d) The specific ruling and relief requested.

The City will promptly make a determination on the merits of the protest and provide to all proposers a written decision of denial or acceptance of the protest. The City reserves the right to reject all proposals as a remedy to a protest or independently of protests. Failure to comply with these procedures shall render a protest untimely or inadequate and, consequently, may result in the City rejecting the protest solely on this basis. Any decision made by the City regarding the bid award, contract execution or bid rejection shall be final, subject to such judicial review as permitted under Washington law upon timely filing in the Superior Court of Whatcom County, Washington. This venue clause shall modify any other provision in these Bid Documents to the extent there is an inconsistency. The City will not execute the contract until two business days following notice of the City's decision on the protest.

## **SECTION G: PROPOSAL REJECTION**

The City reserves the right to reject any and all Proposals, to waive any informality or minor irregularity in Proposals received, whenever such rejection or waiver is in the best interest of the City. Among other things, and without limitation, a Proposal may be rejected when: (1) the proposer is in arrears on taxes or other claims due the City; (2) the proposer is not in a position to perform the Contract; (3) the Proposal is not signed; (4) the proposer fails to furnish a proposal bonds or surety deposits; (5) the bidder has failed to use the Proposal forms provided by the City; (6) the bidder makes a material change in the Proposal Documents; (7) the Proposal contains a material alteration or erasure which is not initialed by the signer of the solicitation; (8) the proposer has been debarred from public bidding by either the State of Washington or the United States Federal Government; (9) any other reason determined by the City to be in the best interest of the City.

## **SECTION H: CITY BUSINESS REGISTRATION**

The successful Proposer(s) are required to possess a City of Bellingham Business Registration Certificate prior to contract execution and will be required to pay business and occupation taxes. For additional information, check with the City's Finance Department, (360) 778-8000.

## **SECTION I: COST FOR PREPARING THE PROPOSAL**

The City shall not be liable for any costs incurred by the bidder in bid preparation.

## **SECTION J: PREVAILING WAGE**

This contract is a public work subject to State of Washington prevailing wage law, Chapter 39.12 RCW. The state prevailing wage rates for Whatcom County will be applicable to this Contract. The prevailing wage rates may be found online at the following address for the Department of Labor &

Industries: <https://fortress.wa.gov/lni/wagelookup/pvrWagelookup.aspx>. When performing the Work, the Contractor is required to pay the most current prevailing wage rate in effect at the time the Work takes place. The Contractor will be required to file prevailing wage intents and affidavits with the Washington State Department of Labor & Industries for each Job Order.

### **SECTION K: RETAINAGE**

Per RCW 39.10.450, each Job Order issued shall be treated as a separate contract for purposes of retainage. Therefore, retainage in the amount of 5% will be held for 60 days following completion of each Job Order.

### **SECTION L: PAYMENT AND PERFORMANCE BOND**

The successful Proposer(s) will be required to obtain and maintain a Payment and Performance Bond for the Contract Term in the amount of the Estimated Contract Value (\$1,000,000) in accordance with RCW 39.08.

### **SECTION M: INSURANCE**

Required Coverage: The insurance requirements for this contract are contained in Section 1-07.18 of the Standard Specifications, modified as follows: Owners and Contractors Protective ("OCP") insurance is not required.

Required Documentation: The successful proposer(s) shall provide the following evidence of insurance to the City prior to and as a condition of the City's execution of the Job Order Contract:

- a) Certificate of Insurance listing all required insurance coverages. The Certificate of Insurance shall be an ACORD form or a form determined by the City to be equivalent.
- b) Additional Insured Endorsement naming the City as an additional insured on the Contractor's commercial general liability ("CGL") policy. Contractor may submit a copy of a blanket additional insured clause from its CGL policy in lieu of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance will not satisfy this requirement.
- c) Endorsements or policy language demonstrating that the additional insured coverage afforded to the City includes ongoing operations coverage and products/completed operations coverage and applies
- d) Endorsement or policy language demonstrating the additional insured coverage afforded to the City applies on a primary/noncontributory basis.
- e) Waiver of Subrogation endorsement or policy language.

### **SECTION N: OMWBE PLAN**

Per RCW 39.10.450, a public body may issue no Job Orders under a Job Order Contract until it has approved, in consultation with the office of minority and women's business enterprises or the equivalent local agency, a plan prepared by the Contractor that equitably spreads certified women and minority business enterprise subcontracting opportunities, to the extent permitted by the Washington state civil rights act, RCW 49.60.400, among the various subcontract disciplines. The executed plan shall be required before the City will sign the Agreement.

### **SECTION O: NOTIFICATION REQUIREMENTS**

Per RCW 39.10.440(5), the successful Contractor(s) shall publish notification of intent to perform public works projects at the beginning of each contract year in a statewide publication and in a legal newspaper of general circulation in every county in which the public works projects are anticipated.

#### **SECTION P: SUBCONTRACTING**

Per state law, at least ninety percent (90%) of work contained in each Job Order must be subcontracted to entities other than the Contractor. The Contractor must distribute such subcontracts as equitably as possible among qualified and available subcontractors including minority and woman-owned subcontractors to the extent permitted by law. RCW 39.10.440(4). The subcontractor listing requirements of RCW 39.30.060 do not apply to this RFP for Job Order Contracting. RCW 39.10.430(6).

#### **SECTION Q: AGREEMENT FORM**

The successful Contractor(s) will be required to execute an Agreement for Job Order Contracting - General Construction Services substantially in the form provided in this RFP.

#### **SECTION R: INTERLOCAL COOPERATION ACT**

This award shall be subject to RCW 39.34 Interlocal Cooperation Act wherein other government agencies may purchase on the City Proposal request, in accordance with the terms and prices stated, over the subsequent time period for which the vendor is willing to honor the solicitation price.

**PART TWO**  
**PHASE I TECHNICAL PROPOSAL**

## **ARTICLE 1: PHASE I SUBMITTAL REQUIREMENTS**

### **SECTION A: MANDATORY PROPOSER RESPONSIBILITY CRITERIA**

Proposer shall complete and sign the Mandatory Proposer Responsibility Checklist (Form A) and submit it to the City with its Phase I Technical Proposal. The Proposer must meet the following mandatory bidder responsibility criteria prior to award, except as otherwise noted:

- a. Have a current certificate of registration as a contractor in compliance with Chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
- b. Have a current Washington Unified Business Identifier (UBI) number;
- c. If applicable, show proof of: (a) Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW; (b) a Washington Employment Security Department number, as required in Title 50 RCW; and, (c) a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- d. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3); and
- e. For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.
- f. Has received training on the requirements related to public works and prevailing wage as mandated in RCW 39.04.350(1)(f) or is exempt from such training because it has completed three or more public works projects and has had a valid business license in Washington for three or more years.

### **SECTION B: SUPPLEMENTAL PROPOSER RESPONSIBILITY CRITERIA**

Proposer shall complete and sign the Supplemental Bidder Responsibility Checklist and submit it to the City with its Phase I Technical Proposal.

### **SECTION C: PROPOSAL BOND**

Proposer shall submit a fully executed Proposal Bond (Form C) or Proposal Deposit (Form D) to the City with its Phase I Technical Proposal.

### **SECTION C: COMPANY PROFILE**

**Complete and submit Form A** - Statement of Proposer's Qualifications providing a profile of the company including company name, address, location of the office that will be administering the contract, number of years the firm has been engaged in the construction business under the current name, describe the general character of work performed by the company, Washington state contracting number, uniform business identification number, an estimated percentage of work

historically subcontracted, and description of the type of Work the firm intends to subcontract under this Contract.

#### **SECTION D: COMPARABLE CONSTRUCTION EXPERIENCE**

The City is seeking to obtain the services of an experienced construction contractor with work experience similar to the type of work the City may procure with JOC. Prime Contracting or Joint Venture experience with public agency procurement is preferred. If necessary, use an additional sheet to describe the projects, clearly indicating the scope of work for which you were responsible. Submit projects that have achieved final acceptance after January 1, 2014.

- 1. Complete and submit Form F: Comparable Construction Experience:** Submit three (3) repair or rehabilitation projects valued between \$50,000 and \$150,000, including change orders, for which your firm has subcontracted 50% or more of the work. *Complete a separate RFP Form B for each project.*
- 2. Complete and submit Form G: Comparable Construction Experience:** Submit three (3) repair or rehabilitation projects valued between \$150,000 and \$350,000, including change orders, for which your firm has subcontracted 50% or more of the work. *Complete a separate RFP Form C for each project.*

#### **SECTION E: KEY PERSONNEL ASSIGNED TO THE CONTRACT**

The City desires to have the Contract administered by personnel with extensive construction experience. The Key Personnel submitted in response to this RFP shall be assigned for the duration of the Contract. Any proposed substitutions shall be subject to the City's prior written approval. For each position below, complete the appropriate RFP Form and attach a resume.

- 1. Complete and submit Form H: Key Personnel - Project Manager**  
Complete RFP Form D and attach a resume.
- 2. Complete and submit Form I: Key Personnel - General Field Superintendent**  
Complete RFP Form E and attach a resume.

#### **SECTION F: ABILITY TO MANAGE MULTIPLE SUBCONTRACTORS**

**Submit a Subcontracting Plan Supported by Prior Experience:** Submit, in detail, a description of Proposer's prior subcontracting experience and ability to manage multiple subcontractors working on multiple project sites simultaneously. Also, identify the types of work you intend to perform with the Proposer's own forces, the types of work the Proposer intends to subcontract, and the firm's ability to meet the 90% subcontracting requirement in accordance with RCW 39.10.440(4). Pursuant to state law (RCW 39.10.440), at least 90% of the value of work contained in each Job Order must be subcontracted to entities other than the job order contractor.

#### **SECTION G: DISADVANTAGED BUSINESS UTILIZATION PLAN**

Submit the Proposer's Disadvantaged Business Utilization Plan that equitably spreads certified women and minority business enterprise subcontracting opportunities among the various subcontract disciplines.

## ARTICLE 2: PHASE I FORMS

### CHECKLIST FOR PHASE I TECHNICAL PROPOSAL

**THIS PROPOSERS CHECKLIST has been prepared and furnished to aid Proposers in including all necessary forms and information with their Phase I Technical Proposal. However, it is not guaranteed to be complete, and the responsibility for compliance with all RFP requirements remains with the Proposer.**

**ALL PROPOSERS** must properly complete, execute and submit the following with their Phase I Technical Proposal **prior** to the submission deadline:

1. \_\_\_\_\_ This Proposer Checklist
2. \_\_\_\_\_ Form A: Mandatory Proposer Responsibility Certification
3. \_\_\_\_\_ Form B: Supplemental Proposer Responsibility Certification
4. \_\_\_\_\_ Form C or D: Bid Bond or Bid Deposit
5. \_\_\_\_\_ Form E: Company Profile
6. \_\_\_\_\_ Letter from the Proposing Firm's Insurance Carrier Specifying the Firm's EMR for the 2014, 2015, and 2016 Calendar Years. *(To Be Inserted by the Proposer)*
7. \_\_\_\_\_ Form F: Comparable Construction Experience, Projects Between \$50,000 - \$150,000
8. \_\_\_\_\_ Form G: Comparable Construction Experience, Projects Between \$150,000 - \$350,000
9. \_\_\_\_\_ Form H: Key Personnel - Project Manager
10. \_\_\_\_\_ Resume for Project Manager *(To Be Inserted by the Proposer)*
11. \_\_\_\_\_ Form I: Key Personnel - General Field Superintendent
12. \_\_\_\_\_ Resume for General Field Superintendent *(To Be Inserted by the Proposer)*
13. \_\_\_\_\_ Local and Disadvantaged Business Utilization Plan *(To Be Inserted by the Proposer)*
14. \_\_\_\_\_ Subcontracting Experience Ability to Manage Multiple Subcontractors *(To Be Inserted by the Proposer)*

**Note: Proposer must write or print the Proposal No. for this project on the face of the sealed envelope containing its Phase I Technical Proposal.**

**FORM A**  
**MANDATORY BIDDER RESPONSIBILITY CHECKLIST**



Bid Number:	Bid Submittal Deadline:
Project Name:	Project Number:
Bidder's Business Name:	City Business Registration Number: Active? Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>CONTRACTOR REGISTRATION</b> <a href="https://secure.lni.wa.gov/verify/">https://secure.lni.wa.gov/verify/</a>	
License Number:	License Active? Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date:	Expiration Date:
<b>UBI/TAX REGISTRATION NUMBER</b> <a href="https://secure.dor.wa.gov/gteunauth/">https://secure.dor.wa.gov/gteunauth/</a> (go to Business Lookup)	
UBI/TAX Registration Number:	Account: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>INDUSTRIAL INSURANCE COVERAGE</b> <a href="https://fortress.wa.gov/lni/crpsi/MainMenu.aspx">https://fortress.wa.gov/lni/crpsi/MainMenu.aspx</a>	
Account Number:	Account Current? Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>EMPLOYMENT SECURITY DEPARTMENT</b>	
Employment Security Department Number:	
Has Bidder provided account number on the Bid Form?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>NOT DISQUALIFIED FROM BIDDING</b> <a href="https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx">https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx</a>	
Is the Bidder listed on the "Debarred Contractors List" list of the Washington State Department of Labor and Industries Website?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Attach printout from website</i>
<a href="https://www.SAM.gov/">https://www.SAM.gov/</a> (go to Search Records)	
Is the bidder listed on the current debarred or suspended bidder list available on the U.S. General Services Administration's System for Award Management ("SAM") website?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Attach printout from website</i>
<b>BIDDER CERTIFICATIONS</b>	
<p>1. The bidder hereby certifies under penalty of perjury under the laws of the State of Washington that, within the 3-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of RCW 49.46, 49.48, or 49.52, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.</p> <p>2. The undersigned further certifies that bidder (check one):</p> <p><input type="checkbox"/> Has received training on the requirements related to public works and prevailing wage as mandated in RCW 39.04.350(1)(f) or</p> <p><input type="checkbox"/> Is exempt from such training because it has completed three or more public works projects and has had a valid business license in Washington for three or more years.</p> <p>3. The undersigned further certifies that all other information provided by or on behalf of bidder on this form is true and correct.</p>	
Signature of Authorized Official	Date
Print Name & Title	Place of Execution (City & State)
<b>CITY VERIFICATION</b>	
City Purchasing Manager or Designee	Date
Has bidder satisfied applicable supplemental responsibility criteria?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Documentation on file</i>

**FORM B**  
**SUPPLEMENTAL PROPOSER RESPONSIBILITY CERTIFICATION**

1. **CERTIFICATION:** The undersigned certifies that he/she is authorized to submit this Form on behalf of the proposer and that all proposer information supplied pursuant hereto is accurate.

Name of Proposer: \_\_\_\_\_

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

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

Name of Person Completing this Form (Print): \_\_\_\_\_

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

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

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

2. **CRITERION & DOCUMENTATION REQUIRED.**

a. **DELINQUENT STATE AND/OR CITY OF BELLINGHAM TAXES**

- i. **Criterion:** The proposer shall not owe delinquent taxes to either the Washington State Department of Revenue or the City of Bellingham without a payment plan approved by the Department of Revenue and/or City of Bellingham before the date of award.

ii. **Check applicable box:**

- The proposer does not owe delinquent taxes to either the Washington State Department of Revenue or the City of Bellingham without a payment plan approved by the Department of Revenue and/or City of Bellingham before the proposal submittal date.
- Alternatively, the proposer does owe delinquent taxes to either the Washington State Department of Revenue or the City of Bellingham without a payment plan approved by the Department.

- iii. **Documentation:** Attach Department of Revenue documentation.  
<http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx>

b. **PREVAILING WAGES COMPLAINTS**

- i. **Criterion:** The proposer shall not have a record of prevailing wage complaints against it within five (5) years of the bid submittal date that demonstrates a pattern of failing to pay workers prevailing wages, unless there are extenuating circumstances acceptable to the City in its sole discretion.

ii. **Check applicable box:**

- The proposer has not had any prevailing wage complaints filed against it within five (5) years prior to the proposal submittal date.
- Alternatively, the proposer has had prevailing wage complaints filed against it within five (5) years of the proposal submittal date.

iii. **Documentation:** If the proposer has had prevailing wage complaints filed against it within five years of the proposal submittal date, then proposer shall submit a list of complaints filed against the proposer and include for each complaint the name of Project, Owner and contact information for Owner, and a written explanation of the circumstances surrounding each complaint and how it was resolved. The City shall evaluate these explanations and the resolution of each complaint to determine whether the complaints demonstrate a pattern of failing to pay its workers prevailing wages as required. The City reserves the right to conduct its own investigation into prevailing wage complaints and may also evaluate complaints filed within the time period specified that were not reported by the proposer.

**c. CLAIMS AGAINST RETAINAGE AND PAYMENT AND PERFORMANCE BONDS**

i. **Criterion:** The proposer shall not have a record of excessive claims filed against the retainage or payment and performance bonds for public works projects in the three (3) years prior to the proposal submittal date that demonstrate a lack of effective management by the bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances acceptable to the City in its sole discretion.

ii. **Check applicable box:**

- The proposer has not had claims against retainage or payment and performance bonds in the three (3) years prior to the proposal submittal date.
- Alternatively, the proposer has had claims against retainage or payment and performance bonds in the three (3) years prior to the proposal submittal date.

iii. **Documentation:** If the proposer has had claims against retainage or payment and performance bonds in the three (3) years prior to the submittal date, submit a list of public works projects completed during this period that have had claims against retainage or payment and performance bonds and include name of Project, Owner, and contact information for the Owner, a list of claims filed against retainage or payment and performance bond for any of the projects listed; and a written explanation of circumstances surrounding each claim and the ultimate resolution of the claim.

**d. PUBLIC BIDDING CRIME**

i. **Criterion:** The proposer and/or its owner(s) shall not have been convicted of a crime involving bidding on a public works contract within five (5) years from the proposal submittal date.

ii. **Check applicable box:**

-

The proposer and/or its owner(s) have not been convicted of a crime involving bidding on a public works contract in the five (5) years prior to the proposal submittal date.

- Alternatively, the proposer and/or its owner(s) have been convicted of a crime involving bidding on a public works contract in the five (5) years prior to the proposal submittal date.

**e. TERMINATION FOR CAUSE**

i. **Criterion:** The proposer shall not have had any public works contract terminated for cause by a government agency or municipality during the five (5) year period immediately preceding the bid submittal date, unless there are extenuating circumstances acceptable to the City in its sole discretion.

ii. **Check applicable box:**

- The proposer has not had any public works contracts terminated for cause by a government agency or municipality in the five (5) years prior to the proposal submittal date.
- Alternatively, the proposer has had one or more public works contracts terminated for cause by a government agency or municipality in the five (5) years prior to the proposal submittal date.

iii. **Documentation:** If the proposer has had one or more public works contracts terminated for cause by a government agency or municipality during the five (5) year period immediately preceding the proposal submittal date, then the proposer shall provide the City with a list of each contract terminated, the name of the government agency or municipality who terminating the contract, and the circumstances involving the termination for cause. The City reserves the right to use independent sources of information that may be available to demonstrate whether the bidder complies with this criterion.

**f. LAWSUITS**

i. **Criterion:** The proposer shall not have any judgment(s) or award(s) entered against it in any lawsuits or arbitrations within five (5) years of the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.

ii. **Check applicable box:**

- The proposer has not had any judgement(s) or award(s) entered against it in the five (5) years prior to the proposal submittal date.
- Alternatively, the proposer has had judgment(s) or award(s) entered against it in the five (5) years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.

iii. **Documentation:** If the proposer has had any judgment(s) or award(s) entered against it in the five (5) years prior to the bid submittal date, then the proposer shall submit a list of lawsuits or arbitrations in which such judgement(s) or award(s) were

entered along with a written explanation of the circumstances surrounding each. The City shall evaluate these explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meet terms of contracts. The City reserves the right to conduct its own independent investigation.

**g. REFERENCES**

The City reserves the right to check references, whether identified by the proposer or not, on all proposer, including using itself as a reference in applicable situations. In evaluating references, the City will check with other owners regarding, by way of example, such things as: quality control, safety record; timeliness of performance; use of skilled and trained personnel; management of subcontractors; availability of and use of appropriate equipment; compliance with contract documents; management of submittals process, change orders, force account, and close-out; and other applicable project information deemed appropriate by the City.

**3. MODIFICATIONS**

- a. Potential proposer may request modifications to the City's supplemental proposer responsibility criteria as defined herein by submitting a written request ("Request") to the City's Purchasing Office no later than five (5) business days' prior to the proposal submission deadline designated for the contract. Requests may be submitted via U.S. post mail, delivered personally, or sent by electronic mail or fax within this timeline to:
  - Mail/Delivery: Purchasing Office, City of Bellingham, 2221 Pacific Street, Bellingham, WA, 98229
  - Fax: 360-778-7706 (Attn: Purchasing/Criteria Modification Request)
  - Email: bids@cob.org
- b. Requests either not addressed to the Purchasing Office as indicated above or Requests received after this date and time will not be considered.
- c. The Request must include the proposer's name and address, the applicable criteria the bidder is seeking to modify, the justification for why the identified criteria should be modified, and how the requestor would like the criteria modified. Please include the Specification Number and Project Title when submitting all such Requests. Requests either not addressed to the Purchasing Office or Requests not received no later than five (5) business days' prior to the bid opening date will not be considered.
- d. Any changes to the supplemental criteria, as determined by the City in its sole discretion, will be issued by addenda to the solicitation documents and posted to the City's website for the attention of all prospective proposer.

**4. APPEAL**

- a. If the City determines the proposer does not meet the supplemental bidder criteria as outlined above and is therefore not a responsible proposer, the City shall notify the proposer in writing with the reasons for its initial determination.
- b. If the proposer disagrees with the City's initial determination, the proposer will have one (1) business day from receiving the initial determination to appeal it by submitting additional written information to the City.
- c. The City will consider any such timely submitted additional information received from proposer before issuing its final determination.
- d. If the final determination affirms that the bidder is not responsible, the City will not execute a contract with any other proposer until two (2) business days after the proposer determined to be not responsible has received the final determination.

**FINAL DETERMINATION OF BIDDER RESPONSIBILITY**

*Reserved for City Use Only*

I, the undersigned, have reviewed the following: (1) the foregoing supplemental proposer responsibility criteria form submitted by the presumptive successful proposer; (2) additional information submitted by the presumptive successful proposer in accordance with Section 4 above, if any; and (3) additional information obtained during my evaluation of proposer's submission, if any. Based on my review, I have determined on behalf of the City of Bellingham that proposer (is \_\_\_) (is not \_\_\_) responsible. This final determination was made in accordance with the procedures set forth in Section 4 above.

\_\_\_\_\_  
City Purchasing Manager or Designee

\_\_\_\_\_  
Date

*-- End of Supplemental Proposer Responsibility Form --*

**FORM C  
PROPOSAL BOND**

(City Form only, No other PROPOSAL Bond will be accepted)

**KNOW ALL MEN BY THESE PRESENTS:**

That we \_\_\_\_\_  
\_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_, as Surety, are held and firmly bound unto the CITY OF BELLINGHAM as Obligee, in the  
penal sum of \$50,000.00 for the payment of which the Principal and the Surety bind themselves,  
their heirs, executors, administrators, successors and assigns, jointly and severally, by these  
presents.

The condition of the obligation is such that if the Obligee shall make any award to the Principal of  
\_\_\_\_\_  
\_\_\_\_\_

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall  
duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or  
bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties  
approved by the Obligee; or if the Principal shall, in case of failure so to do, pay and forfeit to the  
Obligee the penal amount of the deposit specified in the call for proposals, then this obligation shall  
be null and void; otherwise it shall be and remain in full force and effect and the surety shall forthwith  
pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

**SIGNED, SEALED and DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_, 2021

**FORM D**  
**PROPOSAL DEPOSIT**

Attached is a proposal deposit in the form of a certified check, cashier's check, or cash in an amount at least equal to \$25,000.

The condition of this obligation is that if the City of Bellingham (the "City") shall make an award to the Principal for a Job Order Contract according to bid or proposal made by the Principal, and the Principal enters into a contract with the City in accordance therewith and provides the City with a bond for the faithful performance thereof, with Surety or Sureties approved by the City, the attached Bid Bond Deposit shall be returned to the Principal. Alternatively, if the Principal, after submitting a bid for the above named project, is awarded the Contract and fails to provide a performance bond acceptable to the City, Principal shall forfeit to the City the penal amount of the Bid Deposit.

**SIGNED, SEALED and DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Principal (Signature)

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State



**FORM E  
COMPANY PROFILE**

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

Company has been in business continuously since: \_\_\_\_\_

Company has had experience in work comparable with that required under the proposed contract:

As a prime contractor for \_\_\_\_\_ years

As a subcontractor for \_\_\_\_\_ years

Approximate Annual Revenue / Volume of Construction Work (Expressed in Dollars):

\$ \_\_\_\_\_

Approximate Percentage of Work that was Subcontracted (Expressed as a Percentage): \_\_\_\_\_%

List the supervisory personnel to be employed by the Company who will be assigned to work on this project (Project Manager, Principal Foreman, Superintendents):

NAME	TITLE	YEARS EXPERIENCE

List all projects undertaken in the last five (5) years that have resulted in partial or final settlement of the contract by mediation, arbitration or litigation in the courts:

TOTAL CLAIMS: \_\_\_\_\_ AMOUNT OF: \_\_\_\_\_

NAME OF CLIENT AND PROJECT	CONTRACT AMOUNT	ARBITRATED OR LITIGATED	SETTLEMENT OF CLAIMS

Name and title of person filling out form:

\_\_\_\_\_ name

\_\_\_\_\_ title

**FORM F**  
**COMPARABLE CONSTRUCTION EXPERIENCE**  
For Projects Valued Between \$50,000 and \$150,000

Proposer's Name: \_\_\_\_\_

Agency/Client Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

**Achieved or Anticipate Final Acceptance after January 1, 2015**  Yes  No

Project Number: \_\_\_\_\_ Initial Project Value: \_\_\_\_\_

Estimated % of Self Performance: \_\_\_\_\_ Estimated % Subcontract Work: \_\_\_\_\_

Number of Subcontractors Used: \_\_\_\_\_

Amount of Increases: \_\_\_\_\_

*(If Greater than 10% increase over the initial project value, attach an additional sheet describing the circumstances of the changes.)*

Agency:  Public  Private  Other

Location:  Snohomish County  State of Washington  Other

**Project Type:** (Check ALL boxes that apply to the Scope of Work)

- Interior Renovation  Mechanical Upgrades  Electrical Upgrades  Concrete Floor
- Medical Center  Exterior / Interior Painting  Roofing Replacement/Repair  Boiler Replacement
- Bituminous Paving  Concrete  Masonry  Exterior Façade  Security Camera Installation
- Canopy Replacement/Repair  Elevator Repair/Replacement  Escalator Repair/Replacement
- Duct Bank Repair / Installation  Outdoor Light Installation  Fire Suppression System Installation
- Steel Erection  Landscaping  Fencing  Earthwork / Site Work

Scope of Work: \_\_\_\_\_

**Description of any problems or major issues encountered during the Project (if any) and what was done to resolve:**  
*(Attach additional information as necessary)*

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

**Client Reference for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)

Reference's contact: Name \_\_\_\_\_ Title \_\_\_\_\_

Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

**FORM G**  
**COMPARABLE CONSTRUCTION EXPERIENCE**  
For Projects Valued Between \$150,000 and \$350,000

Proposer's Name: \_\_\_\_\_

Agency/Client Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

**Achieved or Anticipate Final Acceptance after January 1, 2015**  Yes  No

Project Number: \_\_\_\_\_ Initial Project Value: \_\_\_\_\_

Estimated % of Self Performance: \_\_\_\_\_ Estimated % Subcontract Work: \_\_\_\_\_

Number of Subcontractors Used: \_\_\_\_\_

Amount of Increases: \_\_\_\_\_

*(If Greater than 10% increase over the initial project value, attach an additional sheet describing the circumstances of the changes.)*

Agency:  Public  Private  Other

Location:  Snohomish County  State of Washington  Other

**Project Type:** (Check ALL boxes that apply to the Scope of Work)

- Interior Renovation  Mechanical Upgrades  Electrical Upgrades  Concrete Floor
- Medical Center  Exterior / Interior Painting  Roofing Replacement/Repair  Boiler Replacement
- Bituminous Paving  Concrete  Masonry  Exterior Façade  Security Camera Installation
- Canopy Replacement/Repair  Elevator Repair/Replacement  Escalator Repair/Replacement
- Duct Bank Repair / Installation  Outdoor Light Installation  Fire Suppression System Installation
- Steel Erection  Landscaping  Fencing  Earthwork / Site Work

Scope of Work: \_\_\_\_\_

**Description of any problems or major issues encountered during the Project (if any) and what was done to resolve:**  
*(Attach additional information as necessary)*

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

**Client Reference for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)

Reference's contact: Name \_\_\_\_\_ Title \_\_\_\_\_

Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

**FORM H**  
**KEY PERSONNEL**  
Project Manager

**Proposer's Name:** \_\_\_\_\_

**Project Manager's Name:** \_\_\_\_\_

**Number of Years with the Firm:** \_\_\_\_\_

**Number of Years of Experience with General Contracting:** \_\_\_\_\_

**Experience:** (Check all boxes that apply)

- Interior Renovation     Mechanical Upgrades     Electrical Upgrades     Concrete Floor
- Medical Center     Exterior / Interior Painting     Roofing Replacement/Repair     Boiler Replacement
- Bituminous Paving     Concrete     Masonry     Exterior Façade     Security Camera Installation
- Canopy Replacement/Repair     Elevator Repair/Replacement     Escalator Repair/Replacement
- Duct Bank Repair / Installation     Outdoor Light Installation     Fire Suppression System Installation
- Steel Erection     Landscaping     Fencing     Earthwork / Site Work

**Attach Resume**     Yes

**Client Reference #1 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference cannot be contacted, this person may not be considered.)

Reference: Name \_\_\_\_\_ Title \_\_\_\_\_

Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Client Reference #2 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference cannot be contacted, this person may not be considered.)

Reference: Name \_\_\_\_\_ Title \_\_\_\_\_

Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

**FORM I**  
**KEY PERSONNEL**  
General Field Superintendent

**Proposer's Name:** \_\_\_\_\_

**General Field superintendent's Name:** \_\_\_\_\_

**Number of Years with the Firm:** \_\_\_\_\_

**Number of Years of Experience with General Contracting:** \_\_\_\_\_

**Experience:** (Check all boxes that apply)

- Interior Renovation     Mechanical Upgrades     Electrical Upgrades     Concrete Floor
- Medical Center     Exterior / Interior Painting     Roofing Replacement/Repair     Boiler Replacement
- Bituminous Paving     Concrete     Masonry     Exterior Façade     Security Camera Installation
- Canopy Replacement/Repair     Elevator Repair/Replacement     Escalator Repair/Replacement
- Duct Bank Repair / Installation     Outdoor Light Installation     Fire Suppression System Installation
- Steel Erection     Landscaping     Fencing     Earthwork / Site Work

**Attach Resume**     Yes

**Client Reference #1 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference cannot be contacted, this person may not be considered.)

Reference: Name \_\_\_\_\_ Title \_\_\_\_\_

Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Client Reference #2 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference cannot be contacted, this person may not be considered.)

Reference: Name \_\_\_\_\_ Title \_\_\_\_\_

Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

**PART THREE**  
**PHASE II COST PROPOSAL**

**FORM J**  
**PHASE II COST PROPOSAL**

To the City of Bellingham:

The undersigned Proposer declares that he/she has carefully examined the Contract Documents, including, but not limited to, the Construction Task Catalog®, Technical Specifications, Job Order Contracting Supplemental Conditions, General Provisions, Special Conditions, WSDOT Specifications, and that if selected for Contract award according to the evaluation process set forth in Part One of this RFP, he/she will contract with the City of Bellingham, Washington (the "City"), in the form of contract hereto annexed, and will provide the necessary machinery, tools, apparatus and other means of construction, and will furnish all materials and labor as required by each individual Job Order and according to the requirements of the Engineer.

The Proposer agrees that they will complete all work as required within the Job Order Completion Time stated for each individual Job Order. The Proposer further agrees that they will pay liquidated damages for delay in completion as specified in the Agreement.

The Proposer shall set forth Adjustment Factors in legible figures in the respective space provided. Failure to submit all Adjustment Factors will result in the Proposal being deemed non-responsive. The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

	<b>Adjustment Factor Name</b>	<b>Adjustment Factor Bid</b>	<b>X Multiplier</b>	<b>= Total</b>
1.	Adjustment Factor for Normal Working Hours	__ . ____	X 0.60	= __ . ____
2.	Adjustment Factor for Other Than Normal Working Hours	__ . ____	X 0.30	= __ . ____
3.	Adjustment Factor for Non Pre-priced Tasks	__ . ____	X 0.10	= __ . ____
4.	<p><b>Add all the Total amounts in the right column.</b></p> <p><b>The Sum of these Total amounts will be used to determine the lowest proposed price.</b></p>			= __ . ____

Notes To Bidder:

Specify lines 1 through 4 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices.

The Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the Normal Working Hours Adjustment Factors. The Non Pre-priced Adjustment Factor must be equal to or greater than a 1.0000.

The weighted multipliers above are for the purpose of calculating the lowest proposed price only. No assurances are made by the City that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The proposed price is only used for the purpose of determining the lowest price.

When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

Accompanying this Bid Proposal is cash, certified check or bid bond payable to the City Finance Director, this being the amount not less than \$50,000 according to the conditions of the Request for Proposals and Special Provisions. If this Proposal is accepted by the City, and the undersigned fails to execute a satisfactory contract and payment and performance contract bond, as stated in contract attached, then the City may, at its option, determine that the undersigned has abandoned the contract and thereupon this contract shall be null and void, and the security accompanying this Proposal shall be forfeited to the City. Otherwise the security accompanying this Proposal shall be returned to the undersigned.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021

By signing this Proposal I duly swear that this bid herewith submitted is a genuine and not a sham or collusive Proposal, or made in the interest or on behalf of any person not therein named; and I further say that I have not directly or indirectly induced or solicited any proposer on the above work or supplies to put in a sham proposal, or any other person or corporation to refrain from submitting a proposal; and that I have not in any manner sought collusion to secure to myself an advantage over any other proposer(s).

By signing this Proposal I acknowledge receipt of all Addenda (if any) and I acknowledge that I have verified this information by checking on the City's website for any Addenda that have been issued.

Submitted by:

Name of Proposer: \_\_\_\_\_

Address of Proposer: \_\_\_\_\_

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

Email: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Print Name of Authorized Agent: \_\_\_\_\_

Contractor UBI Number: \_\_\_\_\_

Employment Security Department Number: \_\_\_\_\_



STATE OF WASHINGTON

COUNTY OF

}  
SS

**I CERTIFY** that I know or have satisfactory evidence that \_\_\_\_\_,  
signed this instrument, on oath stated that he was authorized to execute the instrument and  
acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_  
to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
DATED

(Seal or Stamp)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
Notary Public  
TITLE

\_\_\_\_\_  
MY APPOINTMENT EXPIRES

**PART FOUR**  
**CONTRACT FORMS**  
**TO BE EXECUTED UPON AWARD**

**FORM K**  
**CITY OF BELLINGHAM, WASHINGTON**  
**AGREEMENT FOR JOB ORDER CONTRACTING -**  
**GENERAL CONSTRUCTION SERVICES**

**THIS AGREEMENT** ("Agreement") is entered into by and between the **CITY OF BELLINGHAM**, a first-class municipal corporation of the State of Washington (hereinafter the "City"), and \_\_\_\_\_, a Washington corporation (hereinafter, the "Contractor"). The City and the Contractor may be referred to collectively as the "Parties."

**ARTICLE 1 - SCOPE OF WORK**

The Work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

**ARTICLE 2 - CONTRACT TIME**

- 2.1 The Base Term of the Contract is two (2) years.
- 2.2 There is one (1) Option Term available. The Option Term may be exercised only by mutual agreement of the Parties. The duration of the Option Term, if exercised, is one year.
- 2.3 The Contractor may withdraw from the Contract on the first anniversary of the Contract upon 90 days prior written notice to the City. Exercising this option to withdraw shall not relieve either party from its obligations with respect to Job Orders issued prior to the effective date of such withdrawal.
- 2.4 All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.
- 2.5 The Contractor shall commence work upon issuance of a Job Order and shall complete the Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.
- 2.6 The City and the Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the Detailed Scope of Work is not completed within the Job Order Completion Times specified in the Job Order, plus any extensions thereof allowed in accordance with the Contract Documents. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City as outlined below.

At the sole discretion of the City, liquidated damages will be assessed, if at all, on a Job Order-by-Job-Order basis. For each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Completion Time, the amount per calendar day specified in following table, Schedule of Liquidated Damages, will be deducted from any money due the Contractor, not as a penalty but as liquidated damages; provided however that due

account shall be taken of any adjustment of the Job Order Completion Time as provided for elsewhere in this Contract.

Value of Job Order	Liquidated Damages
\$0 to \$10,000.00	\$100/Day
\$10,000.01 to \$50,000.00	\$250/Day
\$50,000.01 or Greater	\$500/Day

**ARTICLE 3 - CONTRACT PRICE**

3.1 The Contract is an indefinite-quantity contract for general construction work and services. The following Contract values are provided:

3.1.1 *Minimum Contract Value:* The minimum dollar amount of Job Orders that the Contractor is guaranteed to receive the opportunity to perform in the Base Term is \$100,000. If, during the Base Term, the City, at no fault of Contractor, fails to issue Job Orders in a total amount that is equal to or greater than the Minimum Contract Value, the City shall pay Contractor an amount equal to the difference between the Minimum Contract Value and the actual total of the Job Orders issued in the Base Term multiplied by thirty percent 30%. The intent of this damage formula is to compensate Contractor for lost overhead and profit. This is Contractor's sole remedy.

3.1.2 *Estimated Contract Value:* The City estimates that the total dollar amount of Job Orders that could be issued to the Contractor in the Base Term is \$1,000,000. This is an estimate only. The Contractor is not guaranteed to receive this volume of Job Orders. The City has no obligation to issue Job Orders in excess of the Minimum Contract Value.

3.1.3 *Maximum Contract Value:* The City reserves the right to issue up to the maximum dollar amount specified in RCW 39.10.440, currently \$4,000,000 per year.

3.1.4 *Maximum Job Order Value:* The maximum dollar amount of any single Job Order is \$350,000 as specified in RCW 39.10.450.

3.2 The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog® and the following Adjustment Factors:

3.2.1 *Normal Working Hours Adjustment Factor:* 7:00 am to 4:00 pm Monday to Friday, except for City holidays:

\_\_\_\_\_.

3.2.2 *Other Than Normal Working Hours Adjustment Factor:* 4:00 pm to 7:00 am Monday to Friday, and all day Saturday, Sunday and City holidays:

\_\_\_\_\_.

3.2.3 *Non Pre-priced Adjustment Factor:*

\_\_\_\_\_.

- 3.3 The Job Order Price shall be the value of the approved Job Order Price Proposal, which shall be calculated by summing the value of each Pre-priced Task (unit price x quantity x Adjustment factor) plus the value of each Non Pre-priced task.

#### **ARTICLE 4 - PAYMENT PROCEDURES**

- 4.1 Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less, may be paid in one lump sum payment. For all other Job Orders, the City may make partial, monthly payments based on a percentage of the work completed.
- 4.2 Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the City concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.
- 4.3 Retainage of 5% shall be withheld until releasable under RCW 60.28. Each Job Order shall be treated as a separate contract for purposes of retainage.
- 4.4 This Contract is subject to prevailing wage. The Contractor shall file prevailing wage intents and affidavits with the Washington State Department of Labor & Industries for each Job Order.

#### **ARTICLE 5 - SUBCONTRACTING REQUIREMENT**

At least ninety percent (90%) of the Work contained in each Job Order must be subcontracted to entities other than the Contractor. The Contractor must distribute contracts as equitably as possible among qualified and available subcontractors including minority and woman-owned subcontractors to the extent permitted by law.

#### **ARTICLE 6 - CONTRACT DOCUMENTS**

The Contractor shall complete all Work in accordance with the Contract Documents. The Contract Documents, which comprise this entire Job Order Contract ("Contract"), consist of the following:

- 6.1 This Agreement;
- 6.2 JOC Supplemental Conditions;
- 6.3 Job Orders, including Supplemental Job Orders, and related documents, including but not limited to, the Detailed Scope of Work with Drawings and/or Specifications, Request for Proposal, Job Order Price Proposal, Notice to Proceed, submittals, record documents, and all required close-out documentation and warranties;
- 6.4 Construction Task Catalog®;
- 6.5 Technical Specifications;
- 6.6 WSDOT Standard Specifications, most recent edition, as modified;
- 6.7 City's General Provisions (Modifying WSDOT Standard Specifications, Division 1);
- 6.8 City's Special Provisions (Modifying WSDOT Standard Specifications, Divisions 2-9);
- 6.9 City's Development and Design Standards.

There are no Contract Documents other than those listed above.

## **ARTICLE 7 - SUBMITTAL OF REQUESTED INFORMATION**

Per RCW 39.10.460, the Contractor, at any time, upon request by the City, shall submit the following information:

- 7.1 A list of Job Orders issued;
- 7.2 The value of each Job Order;
- 7.3 A list of the subcontractors hired under each Job Order;
- 7.4 A copy of the intent to pay prevailing wages and the affidavit of wages paid for each Job Order; and
- 7.5 Any other information requested including, but not limited to, cost of each subcontract value per Job Order.
- 7.6 At least quarterly, Contractor shall submit a report to the City detailing total value of work done under contract to date along with subcontract value and participation rates.

## **ARTICLE 8 - MISCELLANEOUS**

- 8.1 **Licenses:** The Contractor must possess a Bellingham business registration prior Contract award and continuing throughout the duration of the Contract. Additionally, by executing this Agreement, the Contractor certifies it has all other applicable state and local licenses and has not been debarred from public contracting by either Washington State or the United States Government.
- 8.2 **Taxes:** the Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. All taxes, including applicable State Sales Taxes, are deemed included in the Contractor's invoices.
- 8.3 **Payment and Performance Bond:** The Contractor shall procure and maintain for the duration of this Contract a Payment and Performance Bond in the penal sum equal to the Estimated Contract Value in accordance with RCW 39.08.
- 8.4 **Insurance:** The insurance requirements for this Contract are contained in Section 1.07.18 of the WSDOT Standard Specifications, modified as follows: Owners and Contractors Protective (OCP) insurance is not required.
- 8.5 **Indemnification:** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. In the event of liability caused by the concurrent negligence of the City and the Contractor, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under the Industrial Insurance Act, Title 51 RCW, solely for the purposes of effectuating the Contractor's indemnification obligation to the City. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Contract.

8.6 **Governing Law and Venue:** This Contract and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement without recourse to any principle of Conflicts of Laws. The Superior Court of Whatcom County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Contract, except if jurisdiction lies solely in federal court, in which case the U.S. District Court for Western District of Washington shall be the exclusive venue.

8.7 **Nondiscrimination:** The Contractor shall comply with all applicable Federal, State and local non-discrimination laws and regulations.

**EXECUTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2021 for the **CONTRACTOR** by:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

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

**EXECUTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2021 for the **CITY OF BELLINGHAM** by:

Departmental Approval:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Department Head

Attest:

Approved as to Form:

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Office of the City Attorney

**STATE OF WASHINGTON**

**COUNTY OF**

**I CERTIFY** that I know or have satisfactory evidence that \_\_\_\_\_, signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
DATED

(Seal or Stamp)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
Notary Public  
TITLE

\_\_\_\_\_  
MY APPOINTMENT EXPIRES



**FORM L**  
**PAYMENT AND PERFORMANCE BOND**

**THE CITY OF BELLINGHAM, WASHINGTON** (the "City") has awarded to \_\_\_\_\_  
\_\_\_\_\_ ("Principal"), an Agreement for Job Order  
Contracting - General Construction Services, Project No. \_\_\_\_\_ (the "Contract"), and said  
Principal is required to furnish a payment and performance bond in accordance with RCW 39.08 and,  
where applicable, RCW 60.28.

The Principal and \_\_\_\_\_ ("Surety"), a  
corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do  
business in the State of Washington as surety, are jointly and severally held and firmly bound to the  
City in the sum of \_\_\_\_\_  
\_\_\_\_\_ US Dollars (\$\_\_\_\_\_), subject to the provisions herein.

THE CONDITIONS OF THIS BOND ARE SUCH THAT, if the said Principal faithfully performs  
all of the provisions of the Contract in the manner and within the time therein set forth, or within such  
extension of time as may be granted under the Contract (notice of which extension being hereby  
waived by the Surety), and shall pay all laborers, mechanics, subcontractors and material suppliers,  
and all persons who supply said principal or subcontractors with provisions and supplies for the  
carrying on of the Contract work, and shall hold the City harmless from any loss or damage occasioned  
to any person or property by reason of any carelessness or negligence of the Principal, or any  
subcontractor in the performance of the Contract work, and shall hold the City harmless from any loss  
or damage occasioned to any person or property by reason of any carelessness or negligence of the  
Principal, or any subcontractor in the performance of the Contract work, and shall indemnify and hold  
harmless from any direct or indirect damage or expense by reason or failure of performance as  
specified in the Contract or from defects appearing or developing in the material or workmanship  
provided or performed under the Contract, then and in that event this obligation shall be void; but  
otherwise it shall be and remain in full force and effect until, at a minimum, claims filed in compliance  
with Chapter 39.08 RCW are resolved and all other conditions set forth herein are satisfied.

PROVIDED FURTHER, that if said Contract is a public improvement contract involving the  
construction, alteration, repair, or improvement of any highway, road, or street funded in whole or in  
part by federal transportation funds, then an additional condition of this bond shall be that this bond  
secures full payment to the State of Washington, including the departments of Revenue, Employment  
Security, and Labor and Industries, with respect to taxes imposed pursuant to Titles 50, 51, and 82  
RCW which may be due.

THE SURETY, FOR VALUE RECEIVED, FURTHER AGREES THAT no change, extension of  
time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract,

or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modification and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

THE SURETY ACKNOWLEDGES that the City will execute the Contract after the date of execution of the power of attorney attached to this bond, and the Surety further represents that the power of attorney will be valid on the date of Contract execution.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Date of Execution and Seal

Name, address, and telephone of local office/agent of Surety is:

**APPROVED AND ACCEPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ for the **CITY OF BELLINGHAM** by:

Departmental Approval:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Director

Attest:

Approved as to Form:

**FORM M**  
**RETAINAGE INVESTMENT OPTION**

Contractor: \_\_\_\_\_ Project Name: \_\_\_\_\_

Date: \_\_\_\_\_ Project Number: \_\_\_\_\_

Pursuant to RCW 60.28.010, as amended, you may exercise an option as to how retainage under this contract will be invested. Please complete and sign this form indicating your preference. If you fail to do so, the City will deposit the funds in a Guarantee Deposit account, and you will miss the benefit of any interest earned. Select one of the following options:

- 1. **Savings Account:** Money will be placed in an interest-bearing account. The interest will be paid to you directly, rather than kept on deposit. Please state the name of your bank.  
\_\_\_\_\_
- 2. **Escrow/Investments:** The City will deliver retainage checks to a selected bank, pursuant to an escrow agreement. The bank will then invest the funds in securities or bonds selected by you, and interest will be paid to you as it accrues.  
Preferred bank: \_\_\_\_\_  
Securities/bonds: \_\_\_\_\_
- 3. **Guarantee Deposit:** Retainage will be deposited in a manner selected by the City. No interest is payable to the Contractor.

Retainage is normally released 45 days' after final acceptance of the work, or following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be retained longer, due to its seasonal nature.

State law allows for limited early release of retainage in certain circumstances.

Contractor acknowledges that any Escrow Account Agreement or Savings Account Agreement executed by Contractor will be publicly available on the City's website along with other Contract Documents for this Project.

\_\_\_\_\_  
*Contractor's Signature*

\_\_\_\_\_  
*Title*

**FORM N**  
**ESCROW AGREEMENT**

TO BANK: \_\_\_\_\_ ESCROW NO.: \_\_\_\_\_

BANK'S ADDRESS: \_\_\_\_\_

AGENCY: CITY OF BELLINGHAM  
210 Lottie Street, Bellingham, Washington, 98225

CONTRACT NO.: \_\_\_\_\_

PROJECT TITLE:

The estimated completion date of contract is: \_\_\_\_\_

The undersigned, \_\_\_\_\_, herein referred to as the CONTRACTOR, has directed the CITY OF BELLINGHAM, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

**INSTRUCTIONS**

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the CONTRACTOR, bonds or other securities chosen by the CONTRACTOR and approved by the AGENCY. Attached is a list of such bonds, or other securities approved by the AGENCY. Other bonds or securities, except stocks may be selected by the CONTRACTOR, subject to express written approval of the AGENCY. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the AGENCY as provided in Paragraph 4 of this Escrow Agreement.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the AGENCY'S warrants) except in accordance with written instructions from the AGENCY. Compliance with such instructions shall relieve you of any further liability related thereto.
4. In the event the AGENCY orders you to do so in writing, you shall, within thirty-five (35) days' of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other moneys held by you hereunder, to the AGENCY.
5. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any property placed with you pursuant to this agreement until and unless the

AGENCY directs the release to the CONTRACTOR of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

6. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
7. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heir of the parties hereto.

<i>Contractor</i>	CITY OF BELLINGHAM <i>Agency</i>
By: _____	By: _____ <i>Finance Director</i>
_____	Date: _____
<i>Title</i>	
Address: _____	
_____	
_____	
Date: _____	
_____	

The above escrow agreement and instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Bank Name

\_\_\_\_\_

Authorized Officer

---

SECURITIES AUTHORIZED BY AGENCY

1. Bills, certificates, notes or bonds of the United States;
2. Other obligations of the United States or its agencies;
3. Obligations of any corporation wholly owned by the government of the United States;
4. Indebtedness of the Federal Nation Mortgage Association; and
5. Time deposits in commercial banks.

**FORM O**  
**SAVINGS ACCOUNT AGREEMENT**

TO BANK: \_\_\_\_\_ SAVINGS ACCT NO.: \_\_\_\_\_

BANK'S ADDRESS: \_\_\_\_\_

AGENCY: CITY OF BELLINGHAM  
210 Lottie Street, Bellingham, Washington, 98225

CONTRACT NO.: \_\_\_\_\_

PROJECT TITLE:

The estimated completion date of contract is: \_\_\_\_\_

The undersigned, \_\_\_\_\_, herein referred to as the CONTRACTOR, has directed the CITY OF BELLINGHAM, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

**INSTRUCTIONS**

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be placed by you in an interest-bearing savings account.
2. When and as interest on the savings account accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the principal held by you pursuant to this agreement, except in accordance with written instructions from the AGENCY. Compliance with such instructions shall relieve you of any further liability related thereto.
4. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any moneys placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR, whereupon you shall be granted a first lien upon such moneys released and shall be entitled to reimburse yourself from such moneys for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the moneys held by you hereunder, or in the event that the conditions of this agreement are not promptly fulfilled, or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this agreement, or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services for the CONTRACTOR and reimbursement from the CONTRACTOR

for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

5. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
6. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY. You are not a party to nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
7. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heir of the parties hereto.

<i>Contractor</i>	CITY OF BELLINGHAM <i>Agency</i>
By: _____	By: _____ <i>Finance Director</i>
_____	Date: _____
<i>Title</i>	
Address: _____	
_____	
_____	
Date: _____	
_____	

The above savings account agreement and instructions received and accepted this \_\_\_\_ day of \_\_\_\_\_, 2021.

Bank Name  
\_\_\_\_\_  
Authorized Officer  
\_\_\_\_\_



**PART FIVE**  
**ATTACHMENTS**

# ATTACHMENT A

## JOB ORDER CONTRACTING - SUPPLEMENTAL CONDITIONS

### 1. DEFINITIONS

- 1.1. **Adjustment Factor** - A competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.
- 1.2. **Award Criteria Figure** - The amount determined in the Award Criteria Figure Calculation section of the Phase II Cost Proposal, which is used for the purposes of determining the lowest Bid.
- 1.3. **Base Term** - The initial period of the Contract and does not include any Option Terms.
- 1.4. **Construction Task Catalog®** - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
- 1.5. **Detailed Scope of Work** - A document setting forth the work the Contractor is obligated to complete for a particular Job Order.
- 1.6. **Estimated Contract Value** - An estimate of the value of Job Orders that could be issued to the Contractor in the Base Term of the Contract.
- 1.7. **Job Order** - A written order issued by the City, such as a purchase order, requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. A project may consist of one or more Job Orders.
- 1.8. **Job Order Completion Time** - The time within which the Contractor must complete the Detailed Scope of Work.
- 1.9. **Job Order Price** - The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.
- 1.10. **Job Order Price Proposal** - A price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
- 1.11. **Job Order Proposal** - A set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractors and Materialmen; (d) Construction schedule; and (e) other requested documents.
- 1.12. **Joint Scope Meeting** - A site meeting to discuss the work before the Detailed Scope of Work is finalized.
- 1.13. **Maximum Contract Value** – The maximum value of Job Orders that the Contractor may receive under this contract.
- 1.14. **Minimum Contract Value** - The minimum value of Job Orders that the Contractor is guaranteed to receive the opportunity to perform in the Base Term of the Contract.
- 1.15. **Non Pre-priced Task** - A task that is not set forth in the Construction Task Catalog®.
- 1.16. **Normal Working Hours** - Includes the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for City holidays.
- 1.17. **Notice to Proceed** - A written notice issued by the City directing the Contractor to proceed with construction activities to complete the Job Order.
- 1.18. **Option Term** - An additional period of time beyond the Contract Term which extends the termination date of the Contract.
- 1.19. **Other than Normal Working Hours** - Includes the hours of 4:00 p.m. to 7:00 a.m. Monday through Friday and all day Saturday, Sunday, and City Holidays.
- 1.20. **Pre-priced Task** - A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®.

- 1.21. **Project** - The collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.
- 1.22. **Request for Proposal** - A written request to the Contractor to prepare a Proposal for the Detailed Scope of Work referenced therein.
- 1.23. **Supplemental Job Order** - A secondary Job Order developed after the initial Job Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Job Order Completion Time.
- 1.24. **Technical Specifications** – The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 1.25. **Unit Price** - The price published in the Construction Task Catalog® for a specific construction or construction related work task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and added to the Construction Task Catalog®. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.
- 1.26. **Work** - All materials, labor and use of tools, equipment and services necessary by the Contractor and/or Subcontractor to complete the Job Order.

## 2. OWNER

- 2.1. The City shall be entitled to appoint an agent (Owner's Representative) as Project Manager or Inspector who shall see that the development of the Job Order Proposals and performance of the Work is in strict accordance with the Contract Documents on behalf of the City.
- 2.2. All communications from the Contractor shall be through the Owner's Representative or as the City may direct. The City reserves the right to alter this procedure without consent of the Contractor. All communications not in compliance herewith, shall be considered non-binding on the City.
- 2.3. **Right to Clean Up:** If a dispute arises between the Contractor, Subcontractors, or separate contractors as to the responsibility under their respective Contracts for maintaining the premises and surrounding area free from waste materials and rubbish the City may, but need not, clean up and allocate the cost among those responsible as the City determines to be just.
- 2.4. **Right to Accept Imperfect Work:** If any part or portions of the Work completed under this Contract is defective and not in accordance with the Contract Documents, the City shall have the right and authority to retain such Work but may issue a Supplemental Job Order as may be equitable and reasonable.
- 2.5. **Right to do Adjacent Work:** The City reserves the right to perform construction or operations on the site of the Work. In doing this, the City may use its own forces or award separate contracts. Contractor shall hold the City harmless for costs incurred by the City that are payable to a separate contractor because of delays, improperly time activities, or defective construction by the Contractor, unless such costs are incurred due to the sole or active negligence of the City.
- 2.6. **Right to Finish Contractor's Work:** If the Contractor defaults or neglects to carry out all or any part of the Work in accordance with the Contract Documents, the City has the right to commence and continue completion of the Work. In such an event, if the City costs to complete the Work exceeds the remaining balance of the Contract with the Contractor, Contractor shall reimburse the City for such excess costs.

## 3. CONTRACTOR

- 3.1. **Personnel:** The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the City and shall have a cell phone at which he or she can be reached at all times.
- 3.2. The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation, or the like, the Contractor shall notify the City of a substitute Superintendent. At all times, the Contractor shall provide at least one Superintendent for

every four Job Orders. Whenever, in the sole discretion of the City, the Contractor is not providing a sufficient level of supervision, the City may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site specific quality control program, all at no cost to the City. In the event the City's personnel are required to provide direction or supervision of the work in the field because the Contractor has not provided sufficient supervision, the Contractor shall reimburse the City \$75 per hour for such effort.

- 3.3. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless a Job Order gives other specific instructions.
- 3.4. Reporting Errors: The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information know to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions in Contract Documents or field conditions shall be reported to the City at once.
- 3.5. A Project site may be operational during the Work. The Contractor shall not interfere or hinder City operations. The Contractor shall keep all equipment and materials within designated work areas and out of hallways and doorways. Emergency exit routes shall be maintained at all times.

#### **4. CONTRACT MODIFICATIONS**

- 4.1. Changes to the Contract may be accomplished after execution of the Contract and without invalidating the Contract only by written modification signed by the parties.

#### **5. CONTRACTOR SELECTION AND AWARD OF INDIVIDUAL JOB ORDERS**

- 5.1. The City may award an individual Job Order to any selected Contractor. Selection of the Contractor and award of the Job Order will be based on one or more of the following criteria:
  - 5.1.1. Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
  - 5.1.2. Contractor's responsiveness to the City on Job Orders.
  - 5.1.3. Price, as it relates to the City's independent cost estimate.
  - 5.1.4. Balancing of workload (Job Order dollar volume and construction backlog) among Contractors.
  - 5.1.5. Management of Job Order dollar volume within bonding limitations of the Contractor.
  - 5.1.6. Rotational selection among all Contractors, unless otherwise determined by the City.
  - 5.1.7. Other criteria as deemed in the best interest of the City, in its sole discretion.

#### **6. PROCEDURES FOR DEVELOPING A JOB ORDER**

##### **6.1. Initiation of a Job Order**

- 6.1.1. As the need exists, the City will notify the Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting.
- 6.1.2. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:
  - 6.1.2.1. the general scope of the work;
  - 6.1.2.2. alternatives for performing the work and value engineering;
  - 6.1.2.3. access to the site and protocol for admission;
  - 6.1.2.4. hours of operation;
  - 6.1.2.5. staging area;
  - 6.1.2.6. requirements for catalog cuts, technical data, samples and shop drawings;

- 6.1.2.7. requirements for professional services, sketches, drawings, and specifications;
  - 6.1.2.8. construction duration;
  - 6.1.2.9. liquidated damages;
  - 6.1.2.10. the presence of hazardous materials;
  - 6.1.2.11. date on which the Job Order Proposal is due.
- 6.1.3. Upon completion of the joint scoping process, the City will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any desired changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the City will issue a Request for Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the City, will be the basis on which the Contractor will develop its Job Order Proposal and the City will evaluate the same. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.
- 6.1.4. The City may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the City cannot agree on the quantities required, or for any other reason as determined by the City. In all such cases, the City shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.
- 6.1.5. The Contractor's Job Order Proposal shall include, at a minimum:
- 6.1.5.1. Job Order Price Proposal;
  - 6.1.5.2. Required drawings or sketches;
  - 6.1.5.3. List of anticipated Subcontractors;
  - 6.1.5.4. Construction schedule;
  - 6.1.5.5. Subcontractor Responsibility Checklist
  - 6.1.5.6. Other requested documents.
- 6.2. Preparation of the Job Order Price Proposal
- 6.2.1. The Job Order Price shall be the value of the approved Job Order Price Proposal.
- 6.2.2. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Task (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
- 6.2.3. The Contractor will prepare Job Order Price Proposals in accordance with the following:
- 6.2.3.1. Pre-priced Task: A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®. The Contractor will select the appropriate Pre-priced Tasks, and enter the accurate quantity, and the appropriate Adjustment Factor.
  - 6.2.3.2. Non Pre-priced Task: A task that is not set forth in the Construction Task Catalog®.
    - 6.2.3.2.1. Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
      - 6.2.3.2.1.1. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
      - 6.2.3.2.1.2. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any

supplier or subcontractor that the Contractor is not prepared to use. The City may require additional quotes and bids if it has determined that the suppliers or subcontractors are not acceptable or if the prices are not reasonable. If three quotes or bids cannot be obtained, the Contractor will provide the reason in writing for the City's approval. If approved, less than three quotes or bids will be allowed.

6.2.3.2.2. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

**6.2.3.2.2.1. For Non Pre-priced Tasks Performed with Contractor's Own Forces:**

A = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;

B = The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

Total for a Non Pre-priced Tasks performed with Contractor's Own Forces = (A+B+C) x Non Pre-Priced Task Adjustment Factor.

**6.2.3.2.2.2. For Non Pre-priced Tasks Performed by Subcontractors:**

If the Non Pre-priced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.

D = Lowest of three Subcontractor Quotes

Total Cost for Non Pre-priced Tasks performed by Subcontractors = D x Non Pre-Priced Task Adjustment Factor.

6.2.3.2.3. After a Non Pre-priced Task has been approved by the City, the Unit Price for such task will be established and fixed as a permanent Non Pre-priced Task which will no longer require price justification.

6.2.3.2.4. The City's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.

6.2.4. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The cost of expediting services or equipment use fees are not reimbursable.

6.2.5. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.

6.2.6. The Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

- 6.2.7. In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Request for Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.
- 6.2.8. If the Contractor requires clarifications or additional information regarding the Detailed Scope of Work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.

### 6.3. Review of the Job Order Proposal and Issuance of the Job Order

- 6.3.1. The City will evaluate the entire Job Order Price Proposal and compare these with the City's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.
- 6.3.2. The Contractor may choose the means and methods of construction; subject however, to the City's right to reject any means and methods proposed by the Contractor that:
  - 6.3.2.1. Will constitute or create a hazard to the work, or to persons or property;
  - 6.3.2.2. Will not produce finished Work in accordance with the terms of the Contract; or
  - 6.3.2.3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.
- 6.3.3. The City reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The City also reserves the right not to issue a Job Order if it is determined to be in the best interests of the City. The City may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the City.
- 6.3.4. By submitting a Job Order Proposal to the City, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the City.
- 6.3.5. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the City and delivered to the Contractor constitutes the City's acceptance of the Contractor's Job Order Proposal. A signed copy of the Job Order will be provided to the Contractor.
- 6.3.6. In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the City. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Proposal, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

## 7. **CHANGES IN THE WORK**

- 7.1. The City, without invalidating the Job Order, may order changes in the Work by altering, adding to or deducting from the Work, by issuing a Supplemental Job Order.
- 7.2. Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

## 8. **PAYMENTS**

- 8.1. The City will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. For all other Job Orders, the City may make partial, monthly payments based on a percentage of the work completed.
- 8.2. Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the City concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.
- 8.3. Retainage of 5% shall be withheld until releasable under RCW 60.28.

## **9. ENR CCI ADJUSTMENT OF THE ADJUSTMENT FACTORS**

- 9.1. The Contractor's Adjustment Factors will be adjusted according to the following:
  - 9.1.1. The Contractor's Normal Working Hours and Other than Normal Working Hours Adjustment Factors will be adjusted according to the following:
    - 9.1.1.1. A Base Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the average of the twenty cities published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the bid due date (e.g. April bid date, Base Year Index is April of the prior year to March of the bid date year).
    - 9.1.1.2. A Current Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the average of the twenty cities published in the Engineering News Record (ENR) for the 12 months beginning with the month of anniversary of the bid due date (e.g. April bid date, Current Year Index is April of the prior year to March of the current year).
    - 9.1.1.3. The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.
    - 9.1.1.4. The Contractor's original Adjustment Factors shall be multiplied by the Economic Price Adjustment to obtain the Contractor's new Adjustment Factors effective for the next 12 months.
    - 9.1.1.5. Averages shall be obtained by summing the 12 month indices and dividing by 12.
    - 9.1.1.6. All calculations in this article shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:
      - 9.1.1.6.1. The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.
      - 9.1.1.6.2. The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).
  - 9.1.2. ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.
  - 9.3. Under all circumstances, should the Contractor submit a Job Order Proposal with inaccurate Adjustment Factors, the act of submission by the Contractor is a waiver of all rights to any further compensation above the Job Order Price submitted in the Job Order Proposal.
  - 9.4. The Contractor cannot delay submission of the Job Order Proposal past the due date to take advantage of a scheduled update of the Adjustment Factors. In that event, the Contractor shall use the Adjustment Factors that would have been in effect without the delay.
  - 9.5. The Adjustment Factor for Non Pre-priced Tasks will remain constant for the duration of the Contract.

## **10. COMPUTER REQUIREMENTS**

- 10.1. The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.



## 11. GORDIAN JOC SYSTEM LICENSE AND FEE AGREEMENT

- 11.1. The City selected The Gordian Group's (Gordian) Job Order Contracting (JOC) System for their JOC program. The Gordian JOC Solution includes Gordian's proprietary eGordian® JOC Applications, and Construction Task Catalog®, which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified by the City. **The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement and pay a 1% JOC System License Fee to obtain access to the Gordian JOC Solution.**

**ATTACHMENT TO  
JOB ORDER CONTRACTING - SUPPLEMENTAL CONDITIONS  
Subcontractor Responsibility Checklist**

<b>GENERAL INFORMATION</b>	
Project Name:	Project Number:
Subcontractor's Business Name:	City Business Registration Number:  Active?                      Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>SUBCONTRACTOR REGISTRATION</b> <small><a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a></small>	
License Number:	License Active?    Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date:	Expiration Date:
<b>UBI/TAX REGISTRATION NUMBER</b> <small><a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a></small>	
UBI/Tax Registration Number:	Account: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>INDUSTRIAL INSURANCE COVERAGE</b> <small><a href="https://fortress.wa.gov/lni/crpsi/MainMenu.aspx">https://fortress.wa.gov/lni/crpsi/MainMenu.aspx</a></small>	
Account Number:	Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>EMPLOYMENT SECURITY DEPARTMENT</b>	
Employment Security Department Number:	
Has Bidder provided account number on the Bid Form?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>NOT DISQUALIFIED FROM BIDDING</b> <small><a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp">http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp</a></small>	
Is the Bidder listed on the "Debarred Contractors List" on the Washington State Department of Labor and Industries website?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Attach printout from website</i>
<small><a href="http://www.SAM.gov/">http://www.SAM.gov/</a></small>	
Is the bidder listed on the current debarred or suspended bidder list available on the U.S. General Services Administration's System for Award Management ("SAM") website?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Attach printout from website</i>
<b>SPECIALITY CONTRACTOR LICENSES</b> <small><a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a></small>	
<b>Electrical:</b> If required by Chapter 19.28 RCW, does the Subcontractor have an Electrical Contractor's License?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
<b>Elevator:</b> If required by Chapter 70.87 RCW, does the Subcontractor have an Elevator Contractor's License?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
<b>SUBCONTRACTOR CERTIFICATION</b>	
The undersigned is an authorized agent of subcontractor and certifies that the information contained herein is accurate.	
_____ Sign	_____ Date
_____ Print Name & Title	
<b>PRIME CONTRACTOR VERIFICATION</b>	
_____ Sign	_____ Date
_____ Print Name & Title	

# **ATTACHMENT B** **CONSTRUCTION TASK CATALOG®**

The Construction Task Catalog® is included in this Contract by reference and is available as separate PDF document.

# **ATTACHMENT C** **TECHNICAL SPECIFICATIONS**

The Technical Specifications are included in this Contract by reference and is available as separate PDF document.

# ATTACHMENT D

## WSDOT STANDARD SPECIFICATIONS

The Standard Specifications for Road, Bridge, and Municipal Construction, published by the Washington State Department of Transportation, most recent edition, are incorporated herein by reference ("WSDOT Standard Specifications"), subject to the following modifications:

A. **Division 1 General Requirements** is modified as follows:

1. In **1-01.3 Definitions**:

- a. Delete the definition for "Award" and replace with:

Award - The formal decision of the City to execute a Contract through the competitive RFP process.

- b. Delete the definition for "Bid Documents" and replace with:

RFP Documents - The component parts of the RFP for this Contract published on the City's website at [cob.procureware.com](http://cob.procureware.com).

- c. Delete the definition for "Contract" and replace with:

Contract - The entire agreement between the parties consisting of the Contract Documents identified in the signed Agreement form.

- d. Delete the definition for "Contract Plans" and replace with:

Job Order Plans - A publication addressing the work required for an individual Job Order. At the time of the Request for Proposal, Job Order Plans may be included. Job Order Plans may include, but are not limited to, the following: a vicinity map, a summary of quantities, structure notes, signing information, traffic control plans, and detailed drawings.

- e. Delete the definition of "Contract Provisions" and replace with:

Contract Documents - The component parts of the Contract as defined in the signed Agreement.

- f. Delete the definition of "Proposal Form" and replace with:

Phase II Cost Proposal Form - The Form provided to Proposers by the City for submittal of a Proposal to the City identifying the Adjustment Factors that are to be applied to the Unit Prices in the Construction Task Catalog.

- g. Add the following definition:

City - The City of Bellingham, Washington.

- h. Make the following substitutions:

Where the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard Specifications, they shall be construed to mean "City" or "Owner".

Where the term "State Treasurer" is used in the Standard Specifications, the term shall be construed to mean the City's "Finance Director".

Where the term "Secretary of Transportation" or "District Administrator" are used in the Standard Specifications, the terms shall be construed to mean the duly authorized representative of the City.

Where the term "Contract" is used in the Standard Specifications to describe the Work associated with an individual Project, the term "Contract" shall be replaced with "Job Order."

Where the term "Contract Time" is used to describe the duration associated with an individual project, the term "Contract Time" shall be replaced with "Job Order Completion Time".

Where the term "Contract Sum or Price" is used to describe the value associated with an individual project, the term "Contract Sum or Price" shall be replaced with "Job Order Price."

2. Delete **1-02 Bid Procedures and Conditions** in its entirety.
3. Delete **1-03 Award and Execution of the Contract** in its entirety.
4. In **1-04 Scope of Work**:
  - a. Delete **1-04.1 Intent of the Contract** in its entirety.
  - b. Delete **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications and Addenda** in its entirety and replace with:

The Contract Documents are defined in the Agreement. Any inconsistency in the parts of the Contract shall be resolved by following this order of precedence:

1. Job Orders, including Supplemental Job Orders;
  2. Agreement for Job Order Contracting - General Construction Services;
  3. JOC Supplemental Conditions;
  4. Construction Task Catalog®;
  5. Technical Specifications;
  6. City's Development and Design Standards;
  7. City's General Special Provisions (GSPs);
  8. WSDOT Standard Specifications, most recent edition, as modified.
- c. Delete **1-04.4 Changes** in its entirety.
  - d. Modify **1-04.5 Procedure and Protest by the Contractor** as follows:

Where the term "change order" is used it shall be construed to mean "Supplemental Job Order."

- e. Delete **1-04.6 Variation in Estimated Quantities** in its entirety.

5. Delete **1-08 Prosecution and Progress** in its entirety.

6. In **1-09 Measurement and Payment**:

a. Delete **1-09.1 Measurement of Quantities** in its entirety.

b. Delete **1-09.2 Weighing Equipment** in its entirety.

c. Delete **1-09.9 Payments** in its entirety.

B. **Divisions 1 through 9** are further modified as follows:

1. Divisions 1 through 9 are further modified by the City of Bellingham General Special Provisions (GSPs), incorporated herein by reference and available as a separate PDF.

# **ATTACHMENT E** **GENERAL SPECIAL PROVISIONS**

The City of Bellingham's General Special Provisions, which supplement or modify the WSDOT Standard Specifications, are included in this Contract by reference and are available as a separate PDF document.



# **ATTACHMENT F** **DEVELOPMENT AND DESIGN STANDARDS**

The City of Bellingham's Development and Design Standards are incorporated herein by reference and are available on the City's website at <https://cob.org/gov/rules/standards>.

# **ATTACHMENT G**

## **SOFTWARE LICENSE AND AGREEMENT**

### **License and User Agreement**

This Click-Through Agreement (the "Agreement") contains the terms and conditions upon which The Gordian Group, Inc., a Georgia corporation ("Gordian") grants to you ("Licensee") a limited license to perform your obligations pursuant to the Client Contract (as defined below). Please read this Agreement carefully. By clicking "I Accept", you acknowledge that you have read and accept the terms and conditions of this Agreement in its entirety.

**IF YOU ARE ENTERING INTO THIS AGREEMENT WITHIN THE SCOPE OF YOUR EMPLOYMENT OR IN CONNECTION WITH YOUR ENGAGEMENT AS AN INDEPENDENT CONTRACTOR, THEN THE TERM "LICENSEE" INCLUDES YOUR EMPLOYER OR PRINCIPAL CONTRACTOR, AS APPLICABLE, AND YOU WARRANT AND REPRESENT TO GORDIAN THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH EMPLOYER'S OR PRINCIPAL CONTRACTOR'S BEHALF.**

WHEREAS, pursuant to the terms and conditions of a contract between Gordian and one or more mutual clients of Gordian and Licensee that has contracted with Licensee for construction services ("Client Contract"), Gordian has agreed to provide Licensee with a limited license to Gordian's Job Order Contracting system ("JOC System"), and

NOW, THEREFORE, Gordian and Licensee agree to the terms and conditions of the following:

Gordian hereby grants to Licensee, and Licensee hereby accepts from Gordian for the term of the Client Contract, a non-exclusive and nontransferable right, privilege, and license to Gordian's proprietary JOC System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing the Licensee's responsibilities under the Client Contract for which Licensee is utilizing the JOC system ("Limited Purpose"). Licensee hereby agrees that the Proprietary Information shall include, but is not limited to, Gordian's eGordian® JOC information management applications and support documentation, Construction Task Catalog® and any construction cost data and copyrighted materials contained therein, training materials, and any other proprietary materials provided to Licensee by Gordian either electronically or through an alternative means of delivery. In the event the applicable Client Contract expires or terminates, this JOC System License shall terminate and Licensee shall return all Proprietary Information in its possession to Gordian.

Licensee acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Licensee shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Licensee hereby agrees to pay Gordian a license fee of equal to the greater of either: 1) 1% of the value of work procured from Licensee by Client ("Contractor License Fee"); or the applicable license fee assessed to the Contractor as otherwise set forth and agreed to by Licensee in the Client Contract. Licensee further agrees to remit the Contractor License Fee to Gordian within thirty (30) days of Licensee's receipt of a Job Order, Purchase Order or other similar purchasing document pursuant to the Licensee Contract. Licensee shall make payments payable to The Gordian Group, Inc. and shall mail the payments to P.O. Box 751959, Charlotte, NC 28275-1959. All payments received after the due date set forth above will incur a late payment charge from such due date until paid at a rate of 1.5% per month.

Either party may terminate this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within ten (10) days after written notice to the breaching party; or (2)

the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

Licensee acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Licensee, subject to federal, state and local laws related to public disclosure. Licensee further acknowledges that a breach of any of the terms of this Agreement by Licensee will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, including nonpayment of any Contractor License Fees owed, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

This Agreement shall be construed under the laws of the State of South Carolina without regard to choice of law principles. Both parties irrevocably consent to the jurisdiction and venue of the federal and state courts located in the State of South Carolina for purposes of any action brought in connection with this Agreement or use of the Proprietary Information.

The parties agree that in the event of a conflict in terms and conditions between this Agreement and any other terms and conditions of the Client Contract, or any Job Order, Purchase Order or similar purchasing document issued to Licensee as it relates to the terms set forth herein, this Agreement shall take precedence.

## **APPENDIX A**

### **STATE PREVAILING WAGE RATES**

Prevailing wages in effect day of bid opening can be found here:

<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>