

City of Kelso HVAC Services Contract Request for Proposal



Due: July 19, 2019 - 10:00 am
2nd Fl. City Hall
203 S. Pacific Ave. Kelso, WA 98626

The City of Kelso is requesting proposals for a services contract of the HVAC systems throughout the City's buildings for an initial period of three years from September 1, 2019 to August 31, 2022, with the option for two one-year renewal periods.

All proposals must be submitted on the regular form furnished with the specifications in a sealed envelope clearly marked with the name of the bidder, the name of the RFP, and the date and time of the bid opening. Each bid must be accompanied by a bid proposal deposit in the form of a certified check or bidder's bond made payable to the City of Kelso in an amount not less than five percent (5%) of the total bid and shall not be conditioned in any way to modify the minimum five percent (5%) required. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Kelso.

The City of Kelso in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on grounds of race, color, national origin, or sex in consideration for an award.

The City of Kelso reserves the right to reject any or all bids, waive informalities or irregularities and to accept any bid for the project, which appears to serve the best interest of the City.

Pre-Bid Site Visit

In order to fully understand the City's needs, Prospective Bidders are strongly encouraged to attend the following site visit. The submission of a bid shall constitute an acknowledgement up on which the City may rely that the bidder has thoroughly examined and is familiar with the Contract Provisions, including addenda, work site identified in such documents, and all applicable statutes, regulations, ordinances, and resolutions dealing with or related to the work and services to be provided herein. The failure or neglect of a bidder to examine such documents, work site(s), statutes, regulations, ordinances, or resolutions shall in no way relieve the bidder from any contract obligations. No claim for additional compensation will be allowed which is based upon this lack of knowledge.

Date/Time: Thursday, June 27, 2019 at 9:00 am

Location: Kelso City Hall
203 S. Pacific Ave. (2nd Floor)
Kelso, WA 98626

Contact: Randy Johnson (360) 577-3360 or rjohnson@kelso.gov

The site visit will include the Kelso City Hall, Train Depot, Senior Center, Operations Shop, and Library. The site visit is anticipated to take two hours.

Bidder Responsibility

Responsible bidders, as defined in RCW 39.04.010 and 39.04.350, must meet the following criteria:

- Be a registered contractor
- Have a current Unified Business Identifier (UBI) number
- Have industrial insurance/workers' comp coverage
- Have an Employment Security Department (ESD) account
- Have a state excise tax registration number
- Not be disqualified from bidding under RCW 39.06.010 or 39.12.065(3)
- Not have any apprenticeship violations, if applicable
- Certify through a sworn statement that they are not a willful violator of labor laws in reference to RCW 49.48.082 within the past three years.
- Have received training, provided by the Department of Labor and Industries or by a provider whose curriculum has been approved by L&I, on the requirements related to public works and prevailing wages. (See ESSHB 1673.) However, bidders that have completed three or more public works projects and maintained a valid business license in Washington for at least three years are exempt from this requirement.

Subcontractor Responsibility

The Awarded Contractor shall include the language of this section in each of its first-tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. At the time of subcontract execution, the Awarded Contractor shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:

- At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
- Have a current Washington State Unified Business Identifier (UBI) number.
- Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

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

Prevailing Wages

This project is a Public Work as defined in RCW 39.04.010. The Awarded Contractor shall comply with all state laws relating to employment and wages. The hourly wages to be paid laborers, workers, or mechanics shall not be less than the prevailing rates for an hour's work in the same trade or occupation in Cowlitz County. The State of Washington prevailing wage rates applicable for this public works project may be found at the following website address of the Department of Labor and Industries, and is made part of this contract:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>

The applicable effective date for prevailing wages for this project is the bid submittal date. A copy of the applicable prevailing wage rates are also available for viewing at the offices of the City, located at Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

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

No payment will be made on this contract until the contractor and each and every subcontractor has submitted a 'Statement of Intent to Pay Prevailing Wages' that has been approved by the Department of Labor and Industries. No final payment or release of any retainage will be made until the contractor and each and every subcontractor has submitted an 'Affidavit of Wages Paid' following L&I filing requirements, and that has been approved by the Department of Labor and Industries.

Contractor is responsible for filing forms pursuant to L&I requirements. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve month period of the contract.

The City shall adjust the prevailing wages (hourly wage rates and fringe benefits) annually. In order to calculate the change in prevailing wages due to the Awarded Contractor, the Awarded Contractor shall provide to the City a breakdown of the fully loaded labor rates for each

classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages (hourly wage rates and fringe benefits).

Service Company Qualifications

The following requirements shall be provided in the prospectus and considered as the minimum standards for a service company to be considered as qualified to provide services under this contract, and shall be a prerequisite to any award.

1. A period of ten (10) years' experience in the performance of HVAC maintenance as specified shall be considered a minimum.
2. A minimum of two (2) local service personnel employed by the service company shall be a resident in an area within a maximum of thirty (30) mile radius of the facility to be serviced. A résumé for those who will work on the proposed system must be provided.
3. Services that are to be provided shall be performed by qualified and trained service personnel that are directly employed by the service company. Subcontracting portions of the system or services requested in this specification shall not be allowed without prior consent.
4. The service company shall provide a minimum of four (4) references within 35 miles of the owner's facility, for which services are presently being provided as outlined within this specification. Include reference contact information as well as size and scope of contract.
5. The service company shall submit, with its proposal, data that indicates the use of a uniform and detailed method by which preventative maintenance tasks are defined, scheduled, recorded, updated, and processed. The service company's preventative maintenance program shall be computer generated, based on run time, manufacturer's recommendations, and a historical data bank of similar equipment.
6. As part of this proposal, the service company shall submit for evaluation a comprehensive and detailed technical and business prospectus, descriptively outlining the ability to adequately and satisfactorily perform the services as requested in this specification.

Equipment Maintenance Service

Equipment Included:

The specific quantities, sizes, and model numbers of the major pieces of equipment shall be listed separately on the Equipment List attached.

The preventative maintenance and the responsibility of the service company shall not be limited only to these major pieces of equipment as shown on the Equipment List, but shall also include all appurtenant devices and systems as listed below that are related to the heating, ventilating, and air conditioning system, unless specifically excluded herein.

Heating System

Boilers, burners, furnaces, pumps, heating coils, steam traps, water strainers, unit heaters, duct heaters, heat exchangers, humidifiers, etc.

Cooling System

Air conditioning compressor(s), evaporative condensers, air cooled condensers, cooling towers, cooling tower fans, pumps, water chillers, cooling coils, etc.

Air Handling System

Fans, motors, air grilles, plenums, registers, air filters, economizer dampers/motors, ductwork, fan coil units, etc.

Temperature Control System

Thermostats, pressure controls, relays, limits, valve operators, damper motors, humidity controls, step switches, time clocks, contactors, controllers, capacity controls, safety controls, recorders, control panels, gauges, air compressor (for pneumatic control systems).

Miscellaneous Equipment

Exhaust fans, manual valves, float valves, direct expansion valves, thermometers, gauges, magnetic starters, manual motor starters, pump and fan motor drives, belts, electrical wiring from motor starter to their respective motor, check valves, refrigerant piping and piping insulation, refrigerant, etc.

Equipment Not Included:

Excluded items shall be considered as: foundations, structural supports, main power to the equipment disconnect, and oil storage tanks.

VAV and Fan Powered Boxes and their associated thermostats are not excluded from coverage under this specification.

Services Included:

The general services listed below shall apply to the systems and equipment as shown on the Equipment List and as described in the section entitled Equipment Covered.

- Examine each piece of equipment and device to see that it is functioning properly and is in good operational condition.
- Clean all components of dust, old lubricants, etc. to allow the equipment to function as designed.
- Paint all equipment as needed to prevent and protect against corrosion and deterioration.
- Lubricate all equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.
- Adjust all linkages, motors, drives, etc. that have drifted from the initial design settings and positions.
- Calibrate all sensing, monitoring, output, safety, and read-out devices for proper ranges, settings, and optimum efficiencies.
- Provide regular, on site test of the general indoor air quality throughout the facility. Data collected should be used for proactive indoor air quality adjustments.
- Clean interior of system(s) ductwork.
- Provide detailed site mapping that outline equipment and operating controller locations, and unique unit identification numbers.

- Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted, and calibrated to assure that it is in proper operating condition and performing at optimum efficiency.

Parts Replacement

- All parts, components, or devices for the mechanical systems as listed above that are worn or are not in proper operational condition shall be repaired, and/or replaced with new parts, components, or devices.
- When equipment or parts are replaced in their entirety and a new design of this device is available and is functionally equivalent and compatible, the device of the newer design shall be used as the replacement.
- All repair and replacement parts, components, and devices for the mechanical systems and equipment as listed, up to and including entire system replacement, shall be included in the cost of the service program.
- All miscellaneous parts and supplies necessary to maintain the mechanical systems and equipment shall be supplied by the service company and shall be included in the cost of the service program (belts, valve packings, lubricants, tools, paints, refrigerant, test instruments, meters, etc.).
- The service company shall not be made responsible for repairs or replacement necessitated by reason of negligence or misuse of the equipment by other than the service company, or by reason of any other cause beyond the control of the service company, except ordinary wear and tear.
- The service company shall be available, at no additional charge, for consultation of minor design and equipment changes and modifications of automatic temperature control scheduling and setpoint adjustments. The service company shall be expected to recommend energy saving modifications and low cost-no cost modifications and operating procedure changes to the owner.

Additional Services

For other additional services that apply to this equipment maintenance section, refer to the following sections:

- Maintenance Procedures and Records
- Preventive Maintenance and Emergency Service

Air Filtration System

- Only Pleated Extended Surface Air filters shall be used at the facility.
- Installation of appropriate filter size per manufacturer's recommendations and actual field requirements.
- Filters to have an average atmospheric dust spot efficiency range of 25-30% per ASHRAE Standard 52.1 test methods.
- Operating velocity range must be from 0 to 500 fpm for 1 inch and 2-inch filters.
- Filters must have 10 to 15 pleats per lineal foot.
- Average arrestance must be minimum 90%-95%

- The service company shall provide, install and regularly change all air filters at a frequency dictated by dirt conditions but no less than 4 times per year.
- Service company is responsible for off-site disposal of filters.

Maintenance Procedures and Records

- The service company shall utilize computer generated preventative maintenance directions which indicate task, functions to be performed on each scheduled service call as determined by calendar periods, operating hours (run-time), manufacturer's recommendations, and historical data bank as pertinent to each task.
- As work is due, the service company shall issue, to his mechanic on the job, the necessary and appropriate recommended maintenance procedures and a listing of any special lubricants, tools, etc., that are required for proper maintenance of the apparatus concerned.
- The service company's administration system shall provide for continuous updating of maintenance procedures and frequencies. Breakdown experience and frequency shall determine the on-site material inventory level and preventative maintenance frequencies.
- During the course of the service program the service company shall advise and assist in the determination of improvements to the mechanical system that shall conserve energy and minimize utility expenditures.

Preventative Maintenance and Emergency Service Calls

The service company shall schedule and perform the preventative maintenance services on no less than a quarterly basis.

- After each service call a service report shall be provided to the on-site contact detailing work accomplished.
- Scheduled service calls shall include the system start-up and the system shut-down for the appropriate season.

The services company shall provide emergency service on a required basis. Emergency service shall be considered as calls in addition to the scheduled preventative maintenance calls.

- All labor, overtime, travel costs, parts, supplies, and any other expenses incurred and expended on such a call shall be provided by the service company and shall be included in the cost of the service program.
- This emergency service shall be provided as often as needed on a 24-hour basis with weekends and legal holidays included.
- The service company shall be capable of responding to an emergency situation and be on-site within one hour.
- Emergency service response system shall be a professionally manned telephone answering service. Automatic telephone answer/recording machines or home telephone numbers are not acceptable.

Service Performance Guarantees

Performance Review

- The owner's agent may review, at any time, the services provided and reports submitted to verify that preventative maintenance is, in fact, being properly and adequately performed. Any lack of maintenance services shall be submitted to the service company in writing for correction.
- For problems or deficiencies of significant importance or of a continual nature, a time period of compliance shall be established after discussion and mutual agreement. Failure of the service company to correct the deficiencies within the time period agreed upon shall constitute cause for termination of the services and/or withholding of payment.

Equipment and Location List

The owner assumes the system(s) being quoted is (are) in maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for owner's approval. Should the owner not authorize the repairs or service, the contractor may either remove the unacceptable system(s), component(s), or part(s) from its scope of responsibility and adjust the monthly rate accordingly or cancel this agreement.

The following equipment and locations shall be included:

Kelso Water Treatment Plant (710 S. 1st Ave)

- 1-Carrier 2-ton capacity ductless split system
- 1-Modine 30,000 BTUH capacity unit heater
- 2-Rheem domestic hot water heaters
- 1-Greenheck gas fired make up air unit

Catlin Hall Senior Center (106 NW 8th Ave)

- 1-140,000 BTU gas furnace
- 1-Carrier AC Unit, model 24ABB360A340

Public Library (351 Three Rivers Mall Drive)

- 1-Trane rooftop package HVAC unit
- 3-Carrier rooftop packaged HVAC units

Kelso Train Depot (501 S. 1st Ave)

- 1-Carrier 7.5-ton capacity split system
- 1-Reznor gas furnace
- 1-Carrier 20 ton packaged HVAC unit
- 1-King electric furnace

Kelso Public Works Shops (2300 Parrott Way)

- 1-Trane 4-ton capacity outdoor heat pump, mfg. 4/2006
- 2-Reznor gas fired unit heater model UEAS-180
- 1-Cook SNQ-B fan units
- 1-Brash digital control panel
- 4-Ruskin control dampers

City Hall (203 S. Pacific Ave)

System Component	Manufacturer	Model	Rating	Location
HW Boiler	AO Smith	BTH250A970	5 Bir HP	Mech. Room
Hot Water Recirc. Pump 1	Taco	006-B4	0.12HP	Mech. Room
Package Unit ACU-1	Trane	YSC120A4RLA17D 1B		Roof: Council
Package VAV Unit ACU-2	Trane	SXHFC2040536C3 CD9001		Roof: Police
Package VAV Unit AVU-3	Trane	SXHFC3040548C5 CD9001		Roof: Offices
Split System ACU-4	Trane	YSC150D4LCBA		Roof: Lobby
Split System ACU-5	Compu-Aire	MTA-212		Roof: Server
Split System ACU-6	Mitsubishi	MU12TN		Roof: Elevator
Exhaust Fan 1	Penn	Ventilator DS11B	0.25HP	Roof
Exhaust Fan 2	Penn	Ventilator DS11B	0.25HP	Roof
Exhaust Fan 3	Penn	Ventilator DS11B	0.25HP	Roof
Exhaust Fan 4	Penn	Ventilator DS08B	0.25HP	Roof
Exhaust Fan 5	Penn	Ventilator DS11B	0.25HP	Roof
Exhaust Fan 6	Penn	Ventilator DS16B	0.5HP	Roof
Exhaust Fan 7	Penn	Ventilator DS11B	0.25HP	Roof
Exhaust Fan 8	Penn	Ventilator DS08B	0.25HP	Roof
Exhaust Fan 9	Penn	Ventilator DS08B	0.25HP	Roof
Exhaust Fan 10	Penn	Ventilator DS11B	0.25HP	Roof
Exhaust Fan 11	Penn	Ventilator DS06B	0.25HP	Roof
Exhaust Fan 12	Penn	Ventilator DS08B	0.25HP	Roof
Exhaust Fan 13	Penn	Ventilator DS11B	0.25HP	Roof
Exhaust Fan 14	Penn	Ventilator DS08B	0.25HP	Roof
Exhaust Fan 16	Penn	Ventilator DS11B	0.25HP	Roof

Also included are the unitary operating and safety controls related to the equipment list above.

Maintenance Detail Summary

Preventative Maintenance services shall be provided by the service company on all equipment and associated devices related to the HVAC systems as outlined within the specifications. The service company shall furnish all personnel, parts, materials, test equipment, tools, and services in conformance with the terms and conditions as outlined below.

Filters

Filters will be provided and installed four times a year (one time for control boxes) by the contractor

Mechanical Service (twice a year)

Bi-annual comprehensive inspection of covered equipment will be scheduled automatically. The recommended levels of service suggested by most manufacturers will be performed in order to keep any available warranties in place.

Inspections will include but are not limited to:

- Check thermostat and safety controls for proper operation
- Inspect and tighten the internal electrical connections; replace relays and contactors as needed.
- Check motors for proper voltage and amperage.
- Check compressors for proper voltage and amperage.
- Lubricate motor, fan, and blower bearings annually.
- Blower cleanings performed as needed.
- Inspect and lubricate Economizer/OSA louvers, actuators and controls for proper operation and energy conservation. OSA filters cleaned as needed.
- Examine belt and pulleys. Adjust or replace belts and pulleys as needed.
- Inspect the indoor and outdoor coils; perform light cleaning by brush if necessary.
- Deep chemical coil cleaning will be provided as necessary.
- Visually check refrigeration circuit for proper refrigerant charge level.
- Refrigerant leak searches performed when necessary.
- Perform carbon monoxide leak detection test.
- Evaluate the operation of gas heating sector. Check reversing valves, changeover operation and strip heat as required (Spring/Fall visits)
- Check and clean condensate pan and condensate pumps.
- Access condenser fan blade and guard integrity.
- Check crankcase heaters as required.
- Analyze the overall integrity and operational condition of the unit.
- Submit notification of any abnormal system conditions.
- Check and record temperature rise.
- Check flame color and quality.

Spring Biocide Treatment

- Annual biocide treatment will be provided to minimize the likelihood of mold and bacteria growth within the air handlers.

Planned Maintenance (Program Components)

- Comprehensive mechanical service (2x/yr.)
- Belts replaced as needed
- Pulleys replaced as needed
- Contactors and replays replaced as needed
- Annual biocide treatment (once a year)
- Duct heater maintenance (32 in City Hall, 5 in Train Depot)
- Chemical coil and blower cleanings as needed
- Refrigerant leak check as needed
- 10% PM discount on repair parts
- Priority scheduling
- 24/7 Emergency service available
- A system report checklist (2x/yr)

Additional Terms and Conditions

- While on site, contractor will be preauthorized to perform repairs up to a limit of \$750.00 billable above the agreement price. NOTE: This preauthorized amount will allow the technician to complete small repairs while on site during the PM visit.
- Parts and labor beyond the scope of this proposal will be billed in addition and with mark up as bid on proposal form. No additional work will be performed without pre authorization.
- Payment for this agreement will be net upon receipt of invoice.
- This service contract shall remain in effect from year to year or until canceled by either party upon 30 day written notice.
- City will receive priority scheduling.
- The service company shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required within this specification, due to failure to investigate the conditions or become acquainted with all the information concerning the services to be performed.
- It is the intention of this specification to establish and define those services that are to be performed and, in addition, to determine the capability and experience of the service company desiring to provide such services.

Proposal Form

Preventive Maintenance Program Annual/Total Costs

Year 1:	\$
Year 2:	\$
Year 3:	\$
Subtotal:	\$
8.1% WSST	\$
Total Proposal:	\$

Addenda Receipt Acknowledgement

Receipt of the following Addenda to the Drawings and/or Specifications is hereby acknowledged.

ADDENDUM #'s	DATES OF RECEIPT	SIGNED ACKNOWLEDGMENT

Failure to acknowledge receipt of addenda may be considered an irregularity in the proposal.

Non-Collusion Declaration

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

- That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
- That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.**

Name of Bidder (Company)

E-mail

Physical WA State Mailing Address

Telephone

City State and Zip

ESD Account No.

Washington Registration Number

Expiration Date

Name of Bidder's Representative

UBI No.

Signature of Bidder's Representative

Date

Bid Deposit Form

HVAC Maintenance Services 2019-2024

Name of Bidder

The Bidder named above hereby submits its bid deposit to the City of Kelso in the amount of \$_____, which is at least 5% of its total bid and shall not be conditioned in any way to modify the minimum five percent (5%) required. The deposit is in the following form (check one):

- Cash
- Certified Check
- Cashier's Check
- Postal Money Order
- Bid Bond (use form below)

BID BOND

We, the undersigned Bidder and Surety, are jointly and severally obligated to the City of Kelso in the penal sum of \$_____, to be paid to the City of Kelso if the Bidder's bid proposal for the above named project is accepted, and if the Bidder then fails to execute the contract and furnish the required performance bond and insurance within the time period provided by the contract documents; otherwise this obligation shall be void.

Name of Bidder

Name of Surety

Authorized Signature

Authorized Signature*

Title

Title

Date

Date

*Attach Power of Attorney



Certification of Compliance with Wage Payment Statutes

Effective July 23, 2017, before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See [RCW 39.04.350](#) as modified by [SSB 5301](#), Laws of 2017, ch. 258.)

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (07/19/19), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, 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.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation*

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Sample Contract Documents



CITY OF KELSO - PUBLIC WORKS CONTRACT

This Contract is entered into by and between [REDACTED], hereinafter referred to as the "Contractor", and the City of Kelso, a municipal corporation of the State of Washington, hereinafter referred to as the "Owner".

1. Term. The Term of this Agreement shall commence on [REDACTED] and shall continue until the completion of the Services, but in any event no later than [REDACTED]. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor and according to the Procurement Policies of the City.

2. Contractor's Obligation. Contractor agrees to furnish all personnel, materials, tools, machinery, and services and to otherwise do all things necessary for or incidental to the performance of the work set forth and more particularly described in Exhibit "A" attached hereto and incorporated by this reference ("Services"). The Contractor warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

3. Owner's Obligation. In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the Owner, the Owner agrees to pay the Contractor in the manner and in the times provided in the Contract Documents and in accordance with the ordinances of the City of Kelso and the laws of the State of Washington. The amount finally to be paid is, however, variable upon the amount of work done and/or materials furnished pursuant to unit prices, if any, fixed in the Contractor's Proposal or as modified by any or all approved change orders.

4. Permits. The Contractor agrees to make all necessary arrangements and to obtain all necessary permits to do the work required and covered by this Contract from the United States and any of its subdivisions or agencies and the State of Washington and any of its subdivisions or agencies.

5. Indemnification and Hold Harmless. The Contractor shall defend, indemnify and hold the Owner, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Owner.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Owner, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

6. Contractor's Insurance.

A. Insurance Term. The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Owner's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Owner shall be named as additional an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Owner using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

CITY OF KELSO - PUBLIC WORKS CONTRACT

D. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. **Commercial General Liability** insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

E. Owner Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Owner shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Owner evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the Owner. Any insurance, self-insurance, or self-insured pool coverage maintained by the Owner shall be excess of the Contractor's insurance and shall not contribute with it.

G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

H. Verification of Coverage. Contractor shall furnish the Owner with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the Owner, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

I. Subcontractors' Insurance. The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Owner is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

J. Notice of Cancellation. The Contractor shall provide the Owner and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

K. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Owner may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due the Contractor from the Owner.

7. Contractor's Bond. The Contractor agrees, before it undertakes performance of this Contract, it will file with the Owner a Performance Bond and Payment Bond or combined Performance and Security Bond in the full amount of the Contract price, executed by itself as principal and one or more surety companies authorized to do business in the State of Washington as surety unless otherwise provided in this agreement. The bond(s) shall be subject to the approval of the City Attorney and shall comply with the laws of the State of Washington, and especially with the provisions of Revised Code of Washington, Chapter 39.08. and 39.04. For contracts \$150,000 and less, the contractor may elect to have the City retain 10% of the of the contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

8. Payment of Suppliers. The Contractor agrees to pay in a timely manner all suppliers of labor, materials, and equipment utilized in operations under the Contract.

9. Minority Employment. The Contractor agrees that it shall actively solicit the employment of minority group members. The Contractor further agrees that if it subcontracts for goods or services it shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. The Contractor shall furnish evidence of its compliance with these requirements of minority employment and solicitation. The Contractor further agrees to consider the grant of subcontract to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section ad part of its proposal.

10. Employment of Labor. The Contractor agrees that all persons employed by it and by any of its subcontractors in work done pursuant to this Contract shall not be employed in excess of eight hours in any one day, except as

CITY OF KELSO - PUBLIC WORKS CONTRACT

provided or allowed by law. The Contractor shall comply with all employment security laws of the State of Washington and shall timely make all required payments in connection therewith.

11. Payment of Labor. The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hour's work in accordance with the provisions of Ch. 39.12, R.C.W. and all such rules and regulations as may be promulgated thereto by the Washington Department of Labor and Industries. In case any dispute arises as to what the prevailing rates of wage for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.

12. Payment to Contractor. Unless otherwise provided in the special provisions, payment to the Contractor of the contract price shall be made in cash checks drawn upon the proper City fund and payment shall be made in a single lump sum payable not later than forty-five days after the Owner's final written acceptance of all work under the Contract. Each payment shall withhold the legal retainage as required by Washington State law.

Notwithstanding the provisions above, the Owner reserves the right to refuse payment, in whole or in part, until such time as the Owner is satisfied that the Contractor and its subcontractors have satisfied all claims and requirements of the Washington Department of Revenue, Washington State Employment Security Department, and Washington Department of Labor and Industries, as well as all claims of suppliers of labor, materials, or equipment's.

13. Contract Documents. In case of conflict, the precedence of the following documents in controlling the work shall be:

- A. Contract
- B. Proposal
- C. Permits from outside agencies req. by law

Change Orders, force accounts, supplemental agreements, addenda and approved revisions to the Drawings and Specifications will take precedence over Contract Documents.

14. Termination. The Owner may terminate or suspend this Agreement at any time, with or without cause, upon ten (10) days prior written notice to the Contractor. In the event of such termination or suspension, the Contractor shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of the termination. The Owner may terminate the Agreement immediately if the Contractor's insurance coverage is cancelled for any reason or if the Contractor is unable to perform the Work.

Executed on the dates written below.

CONTRACTOR

CITY OF KELSO

By:

By:

Signature

Signature

Printed Name

Printed Name

Title

Title

City Manager

Date

Date

Attest/Authentication:

Approved as to form

City Clerk

Brian Butterfield

City Attorney

Janean Parker

CITY OF KELSO - PUBLIC WORKS CONTRACT

Project Specifications Exhibit "A"

INSERT BID PACKET AND PROPOSAL HERE

DRAFT

**CITY OF KELSO
RETAINAGE INVESTMENT**

Project: 20109-2024 HVAC Maintenance Services

Agency: City of Kelso

Date: _____

Pursuant to Chapter 38, Laws of 1970, amended June 10, 1982, Substitute House Bill No. 931, State of Washington, extra session (RCW 60.28.010), you are permitted to exercise your option, IN WRITING, on whether or not moneys reserved from the amounts due you on this contract shall be placed in escrow. You are, therefore, requested to complete and return this form with the signed copies of the Notice to Proceed.

This Statement of option selection will be furnished to a local bank for further action in developing the escrow agreement and processing.

CONTRACTOR'S OPTION

I am providing bonds in lieu of requesting retainage.

I do not require my retainage on the above contract to be invested.

I hereby request that retainage on the above contract be invested and the escrow agreement will be with:

(Bank or Trust Company Name and Address)

If no option is expressed prior to the first payment request, then the City of Kelso will hold the retained percentage until 60 days following the completion date provided all releases have been obtained and all claims have been resolved.

Signature

Title

PUBLIC WORKS PAYMENT BOND
To City of Kelso, WA

Bond No. _____

The City of Kelso, Washington, (City) has awarded to _____ (Principal), a contract for the services of the project designated as 2019-2024 HVAC Maintenance Services, in Kelso, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington, (RCW) and (where applicable) 60.28 RCW.

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 and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Kelso, in the sum of _____ US Dollars (\$_____) Total Contract Amount, subject to provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 and 39.12 including all workers, laborers, mechanics, subcontractors and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received 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, except as provided herein, 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 modifications 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.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature Date

Surety Signature Date

Printed Name

Printed Name

Title

Title

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

Approved as to form:

City Attorney, City of Kelso

Date

PERFORMANCE BOND
To City of Kelso, WA

Bond No. _____

The City of Kelso, Washington, (City) has awarded to _____(Principal), a contract for the services of the project designated as 2019-2024 HVAC Maintenance Services, in Kelso, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

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 and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Kelso, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the items and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specification 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 of the terms of the Contract or the work performed. The Surety agrees that modifications 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.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature Date

Surety Signature Date

Printed Name

Printed Name

Title

Title

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

Approved as to form:

City Attorney, City of Kelso

Date