

REQUEST FOR PROPOSALS

JOB ORDER CONTRACTING FOR GENERAL CONSTRUCTION SERVICES

VOLUME I: Contract Information, Instructions to Proposers, and Proposal Forms

Job No. 34-22-PW



**City of Kirkland
Department of Public Works
123 Fifth Avenue
Kirkland, Washington 98033**

Proposals Due no later than 10:00 AM PDT on July 22, 2022

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JOC FOR GENERAL CONSTRUCTION SERVICES PROPOSAL SUBMITTAL CHECKLIST

PROPOSAL SUBMITTAL CHECKLIST

The following documents are required with your proposal submission. Please ensure that you have completed the documents and indicate such by placing an "X" next to each completed item. The omission or deletion of any proposal item will be considered non-responsive and may be cause for rejection of the proposal.

The proposal is to be submitted in a sealed envelope marked "Proposal Enclosed for Job Order Contracting for General Construction Services".

1. _____ This Proposal Submittal Checklist
2. _____ Attachment A - Statement of Proposer's Qualification
3. _____ Letter from the Proposing Firm's Insurance Carrier Specifying the Firm's EMR for the 2019, 2020, and 2021 Calendar Years. *(To Be Inserted by the Proposer)*
4. _____ Team Organization, Expertise, and Qualifications of Key Personnel *(To Be Inserted by the Proposer)*
5. _____ Job Order Contracting Experience Relevant Project History *(To Be Inserted by the Proposer)*
6. _____ Proposal Development and Contract Management *(To Be Inserted by the Proposer)*
7. _____ Work Execution & Subcontracting, Inclusion, and Local Market Knowledge *(To Be Inserted by the Proposer)*
8. _____ Attachment B – Bidder Responsibility Criteria Checklist
9. _____ Attachment C – Subcontractor Responsibility Criteria
10. _____ Attachment D – Non-Collusion Affidavit
11. _____ Attachment E – Mandatory Bidder Responsibility Confirmation



JOC FOR GENERAL CONSTRUCTION SERVICES PROPOSAL SUBMITTAL CHECKLIST

Following is a tentative schedule of events for this Request for Proposals' process:

RFP issued and first advertised	June 21, 2022
Second advertisement	June 28, 2022
Pre-Proposal Meeting	July 7 at 10:00 am PDT
Deadline for written questions	July 14, 2022 at Noon
Responses to questions issued	July 19, 2022
Proposals Due	July 21, 2022 at 10:00 am PDT
Contract Award	Week of August 8, 2022

Contact for questions:

Questions regarding this RFP are to be submitted in writing to Scott Gonsar, by email to SGonsar@kirklandwa.gov.

Non-Mandatory Pre-Proposal Meeting: Insert Teams Meeting Link and info here:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Join with a video conferencing device

777564026@t.plcm.vc

Video Conference ID: 113 492 336 0

[Alternate VTC instructions](#)

Or call in (audio only)

[+1 206-300-8106,,820274116#](tel:+12063008106820274116) United States, Seattle

Phone Conference ID: 820 274 116#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

Sealed proposals (original and three copies) are to be submitted to:

City of Kirkland
Attn: Purchasing Agent – Job #34-22-PW
123 5th Ave
Kirkland WA 98033



CITY OF KIRKLAND

SECTION 1: JOC FOR GENERAL CONSTRUCTION SERVICES: GENERAL OVERVIEW

1.1. Reason for Procuring Work with Job Order Contracting

- A. By utilization of the JOC, the City of Kirkland expects a collaborative process of project procurement 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. JOC shall provide an effective means of reducing total lead-time for public works projects.
- B. Therefore, the City of Kirkland has made the determination that the use of JOC will benefit the public when it deems that JOC is the best delivery method for a specific project by providing an effective means of reducing total lead-time, facilitating collaboration between contractor and design team, and reducing cost for public works projects through the use of unit price books and Work Orders by eliminating time-consuming, costly aspects of traditional public works process.

1.2. Background

- A. In November of 2021 the City of Kirkland entered into a professional services agreement with The Gordian Group, consultants who provide unbiased professional advice, expert assistance and a complete system to vertical and horizontal infrastructure public sector owners with their Job Order Contracts. The Gordian Group® provides a customized Construction Task Catalog (unit price book) with local pricing as part of their service for all their customers under contract. As part of their service The Gordian Group also provides internet based JOC management software program for managing the JOC process and preparing Price Proposals.

1.3. Definitions

- A. **Adjustment Factor** – A competitively bid adjustment to be applied to the unit prices listed in the Construction Task Catalog®. Also known as a “coefficient.”
- B. **Award Criteria Figure** - The amount determined in the Part II of the Bid Proposal contained in Section 7, which is used for the purposes of determining the proposer with the lowest proposed price.
- C. **Base Term** - The initial period of the Contract and does not include any Option Terms.
- D. **Construction Task Catalog®** - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
- E. **Detailed Scope of Work** – A document setting forth the work the Contractor is obligated to complete for a particular Work Order.
- F. **Estimated Value** – An estimate of the value of Work Orders that could be issued to the Contractor during a term of the Contract.
- G. **Job Order** – Same as Work Order.
- H. **Joint Scope Meeting** – A site meeting to discuss the work before the Detailed Scope of Work is finalized.



JOC FOR GENERAL CONSTRUCTION SERVICES

SECTION 1: GENERAL OVERVIEW

- I. **Maximum Contract Value** - The maximum value of Work Orders that the Contractor may receive under this Contract.
- J. **Minimum Contract Value** – The minimum value of Work Orders that the Contractor is guaranteed the opportunity to perform under this Contract.
- K. **Non Pre-priced Task** – An item of work required by the Detailed Scope of Work but not included in the Construction Task Catalog®.
- L. **Normal Working Hours** – Includes the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, except for Owner holidays.
- M. **Notice to Proceed** - A written notice issued by the Owner directing the Contractor to proceed with construction activities to complete the Work Order.
- N. **Option Term** - An additional period of time beyond the Contract Term which extends the termination date of the Contract.
- O. **Other than Normal Working Hours** – Includes the hours of 6:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and Owner Holidays and when the City can only provide access to the Work Order site for less than 7 hours at any one time.
- P. **Pre-priced Task** – An item of work included in the Construction Task Catalog® for which a Unit Price is given.
- Q. **Project** – The collective improvements to be constructed by the Contractor pursuant to a Work Order, or a series of related Work Orders.
- R. **Request for Work Order Proposal** – A written request to the Contractor to prepare a Proposal for the Detailed Scope of Work referenced therein.
- S. **Supplemental Work Order** - A Work Order issued to add or delete Work from an existing, related Work Order.
- T. **Technical Specifications** – Contains the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- U. **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 Catalogs®. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.
- V. **Work** - All materials, labor and use of tools, equipment and services necessary by the Contractor and/or Subcontractor to complete the Work Order.
- W. **Work Order** – A written order issued by the Owner, such as a Purchase Order, requiring the Contractor to complete the Detailed Scope of Work within the Work Order Completion Time for the Work Order Price. A Project may consist of one or more Work Orders.
- X. **Work Order Completion Time** – The time within which the Contractor must complete the Detailed Scope of Work.
- Y. **Work Order Price** – The amount a Contractor will be paid for completing a Work Order.



JOC FOR GENERAL CONSTRUCTION SERVICES

SECTION 1: GENERAL OVERVIEW

- Z. **Work 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.
- AA. **Work Order Proposal** - A set of documents including at least: (a) Work Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractors; (d) Construction schedule; and (e) other requested documents.

1.4. JOC Overview

- A. The Job Order Contracting process was established by the Legislature of the State of Washington, which was signed into law in 2003.
- B. A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor will perform an ongoing series of individual Projects at different locations within the city. The bid documents include a Construction Task Catalog® containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction.
- C. The Contractor will propose two Adjustment Factors to be applied to the Unit Prices. One Adjustment Factor for performing work during Normal Working Hours and a second Adjustment Factor for performing work during Other Than Normal Working Hours. The same two Adjustment Factors apply to every task in the Construction Task Catalog®.
- D. The City of Kirkland will be accepting proposals on **in the Office of the Purchasing Agent, 123 5th Ave, Kirkland, WA 98033 by no later than** 10:00 am PDT on July 22, 2022, from experienced contractor firms. A Contract will be awarded through an advertised multi-phased process. It is the intent of the City to award a contract to a Contractor experienced in general construction from this RFP. Using the evaluation factors and the relative weight of factors published in the public request for proposals, the City staff will recommend council to award a contract to the firm submitting the highest scored final proposal.
- E. A Work Order will reference the Detailed Scope of Work and set forth the Work Order Completion Time, and the Work Order Price. The Work Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Work Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Work Order.
- F. Thereafter, as projects are identified the Contractor will jointly scope the work with the Owner. The Owner will draft a Detailed Scope of Work and issue a Request for Work Order Proposal to the Contractor. The Contractor will then prepare a Work Order Proposal for the Project including a Work Order Price Proposal, drawings and sketches, a list of subcontractors, construction schedule, and other requested documentation. The Work Order Price shall equal the value of the approved Work Order Price Proposal. The value of the Work Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks. If the Work Order Proposal is found to be acceptable, a Work Order may be issued.
- G. If the Work Order Proposal is found to be acceptable, a Work Order may be issued.



**CITY OF KIRKLAND
SECTION 2: CONTRACT SUMMARY**

2.1. Scope of Work

- A. It is the intent of the City to award two individual general construction contracts. See section 2.1.B.
- B. The City reserves the right to require the Contractor to work at any location or facility under the jurisdiction of the City.

2.2. Term of the Contract

- A. The Base Term of the Contract is two (2) years.
- B. There is one (1) unilateral Option Term. The City has the option to extend the Contract for an Option Term. The duration of the Option Term is one year.
- C. All Work 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 Work Order.

2.3. Contract Value

- A. The Minimum Contract Value for each Contract is \$50,000. The Contractor is guaranteed to receive the opportunity to perform Work Orders totaling at least \$50,000 during the Contract(s).
- B. The Maximum Contract Value for the Base Term of each Contract is \$8,000,000. The Maximum Contract Value for the Option Term is \$4,000,000 plus any carry-over amounts from the Base Term.
- C. The Contractor may be issued Work Orders totaling the Maximum Contract Value. The Contractor is not guaranteed to receive this value of Work Orders. It is merely an estimate. The Owner has no obligation to issue Work Orders in excess of the Minimum Contract Value.
- D. The City reserves the right to issue Work Orders up to the maximum amount specified in RCW 39.10.450. The Maximum Contract Value shall not exceed the amount set forth in RCW 39.10.450.

2.4. Contractor License Fee

- A. The Owner selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Software JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Work Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the Owner. **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™.**

2.5. Payment and Performance Bonds



JOC FOR GENERAL CONSTRUCTION SERVICES

SECTION 2: CONTRACT SUMMARY

- A. The Payment and Performance bonds shall be in penal sum equal to \$4,000,000 each. In the event the cumulative amount of work issued exceeds the bonds submitted, or the parties agree to exercise the Option Term, the Contractor shall deliver new Payment and Performance bonds in the amount of \$4,000,000 each.

2.6. Evaluation Process and Contract Award

- A. The contractor selection process is an advertised multi-phased process which includes:
 - i. **Phase I Selection:** Evaluation based upon a proposal of qualifications, and other factors.
 - ii. **Phase II Selection:** Evaluation of best-qualified firm based on Phase I proposal, interview, and Adjustment Factors. An Adjustment Factor is a competitively proposed adjustment that is to be applied to the Unit Prices listed in the Construction Task Catalog®.
 - iii.

2.7. Compliance with Applicable Codes, Laws, and Regulations

- A. The Work shall be conducted by the Contractor in strict accordance with the Contract Documents and all applicable Federal, State, and City laws, regulations and codes as currently written or hereafter amended, including, but not limited to:
 - i. City of Kirkland Standard Plans
 - ii. City of Kirkland Standard Specifications
 - iii. WSDOT Standard Specifications for Road, Bridge, and Municipal Construction
 - iv. Manual of Uniform Traffic Control Devices (MUTCD)
 - v. EPA and Washington Department of Ecology Standards
 - vi. Others, as required for individual Work Orders.



CITY OF KIRKLAND SECTION 3: INFORMATION FOR PROPOSERS

3.1. PROPOSER'S RESPONSIBILITY

Before submitting Proposals, Proposers shall carefully examine the Request for Proposal (RFP) Documents and Job Order Contracting RCW's. This RFP, the Proposal, and the Job Order Contract is subject to RCW 39.10.200; 39.10.210; 39.10.420; 39.10.430; 39.10.440; 39.10.450; 39.10.460; and, 39.10.470 and other law hereafter adopted if applicable.

3.2. MAXIMUM WORK ORDER VALUE

The maximum dollar amount for an individual Work Order is five hundred thousand dollars (\$500,000). All Work Orders for the same project (original plus any change orders/Supplemental Job Orders) shall be treated as a single Work Order for the purpose of the \$500,000 limit.

3.3. ADJUSTMENT FACTORS AND CONSTRUCTION TASK CATALOG

The Contractor is paid for the Work Order based upon a fixed percentage multiplier (Adjustment Factor) and fixed prices based on The Gordian Group's Construction Task Catalog® agreed to in the initial contract. Everything that is to be included in the Contractor's Adjustment Factors is listed and identified in the Construction Task Catalog® under Construction Task Catalog® Section and "Using the Construction Task Catalog®," pages 00-1 through 00-7. There is also a Non Pre-priced Adjustment Factor to be applied to Non Pre-priced Tasks.

3.4. PREVAILING WAGE RATES TO BE PAID

- A. Prior to making any payment, the City must receive from Contractor a Labor and Industries approved copy of the "Statement of Intent to Pay Prevailing Wages" form from all sub-contractors and lower-tiers; and, from Contractor, if self-performed. Each progress payment voucher claim shall include a signed statement that prevailing wages have been paid. Following the final acceptance of a project, the City must receive a Labor and Industries certified copy of the "Affidavit of Wages Paid" form from all sub-contractors and lower-tiers; and, from Contractor, if self-performed.
- B. It is the Contractor's sole responsibility to obtain the approved Intents and certified Affidavits from all sub-contractors and lower-tiers and file with the City for each Work Order.

3.5. EXECUTED OMWBE PLAN

- A. Per RCW 39.10.450, a public body may issue no Work 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.
- B. The executed plan shall be required before the City will sign the Agreement.



3.6. SUBCONTRACTING

- A. At least ninety percent (90%) of work contained in a Job Order Contract 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.

3.7. RETAINAGE

Per RCW 39.10.450, for purposes of chapters 39.08, 39.12, 39.76, and 60.28 RCW, each Work Order issued shall be treated as a separate contract. Therefore, retainage in the amount of 5% will be held for 60 days following completion of each Work Order. The Contractor will be required to pay the prevailing wage and file intents and affidavits with Labor & Industries. The Contractor has the option of executing a retainage bond.

3.8. PROTEST PERIOD

In accordance with RCW 39.10.430, the City shall provide a protest period of at least ten business days following the day of the announcement of the apparent successful proposal to allow a protester to file a detailed statement of the grounds of the protest. The City shall 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 shall not execute the contract until two business days following the City's decision on the protest.

3.9. APPRENTICESHIP RECORDS

Any work order over three hundred fifty thousand dollars, excluding Washington state sales and use tax, and including over six hundred single trade hours shall utilize a state registered 6 apprenticeship program for that single trade in accordance with RCW 7 39.04.320

3.10. PUBLIC RECORDS

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed public records as defined in Chapter 42.56 RCW, Washington's Public Records Act ("PRA"). Any proposal containing language which purports to copyright the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to the PRA or this proposal, could be removed from consideration. The City does not accept responsibility for determining what the proposer may consider confidential or proprietary. Therefore, any information in the proposal that the proposer claims confidential and/or proprietary or otherwise exempt from disclosure under RCW 42.56.270 or any other provision of the PRA must be clearly designated as described in the "Proprietary Material Submitted" section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the pages and portions thereof must be clearly marked and identified. With the exception of lists of prospective proposers, and except to the extent otherwise required by law, the City will not disclose proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: portions of a proposal specifically designated as confidential and/or proprietary and therefore exempt from disclosure under the PRA



JOC FOR GENERAL CONSTRUCTION SERVICES
SECTION 4: EVALUATION PROCESS

until such time as the proposer has a reasonable opportunity to seek a court order preventing such disclosure. .

3.11. AUDITS AND RETENTION OF RECORDS

- A. The City shall have the right to inspect, audit and/or copy Project Records for the determination of anything that is of consequence to the agreement between the City and Contractor and Contractor's performance there under, specifically including but not limited to any claims brought by the Contractor or any Subcontractor or Supplier.
- B. For the above-referenced purpose, all of the Project Records related to this Contract shall be open to inspection, audit, and/or copying by the City:
 - i. During the Contract Time;
 - ii. For a period of not less than six (6) years after the date of Final Acceptance or termination of the Contract; and
 - iii. If any Claim, audit, or litigation arising out of, in connection with, or related to this Contract is initiated, all documents and records shall be resolved or completed, whichever occurs later.
- C. The Contractor shall retain the Project Records related to this Contract for the periods required above. The Contractor shall also ensure that the wage, payroll and cost records of all Subcontractors and Suppliers at all tiers shall be retained and open to similar inspection or audit for the periods required above by incorporating the provisions of this Audit section into any agreements with Subcontractors or Suppliers related to this Contract.
- D. The Contractor, its Subcontractors and Suppliers shall make a good faith effort to cooperate with the City when the City gives notice of its need to inspect or audit Project Records. Cooperation shall include assistance as may be reasonably required in the course of inspection or audit, including access to personnel with knowledge of the contents of the records being inspected or audited so that the information in the records is properly understood by the persons performing the inspection or audit. Cooperation shall also include establishing a specific mutually agreeable timetable for making the records available for inspection by the City and its designee. Unless otherwise agreed, if the Contractor, its Subcontractors and Suppliers cannot make at least some of the relevant records available for inspection within fourteen (14) days of the City's written request, cooperation will necessarily entail providing the City with a reasonable explanation for the delay in production of records. Failure to cooperate may impact future responsibility determinations.
- E. The Contractor agrees that no Claim shall be made against the City for the Work described herein unless the Contractor makes available to the City all documents and records. Failure to maintain and retain sufficient records to allow the City to verify all costs or damages or failure to permit the City or its designee access to the books and records shall constitute a waiver of the rights of the Contractor, Subcontractor, and Supplier to claim or be compensated for any damages, additional time or money under this Contract and shall bar any recovery there under.
- F. Inspection, audit, and/or copying of Project Records may be performed by the City at any time with not less than fourteen (14) days written notice; provided however, if an audit is to be commenced more than sixty (60) days after Final Acceptance of the Contract, the Contractor will be given thirty (30) days' notice of the time when the audit or inspection is to begin.



JOC FOR GENERAL CONSTRUCTION SERVICES
SECTION 4: EVALUATION PROCESS

- G. The Contractor and its Subcontractors and Suppliers shall provide adequate facilities, acceptable to the City, for inspection, auditing, and/or copying during normal business hours.
- H. No additional compensation will be provided to the Contractor, its Subcontractors, or Suppliers for time or money spent in complying with the requirements of this Audit section. If the Contractor is formally dissolved, assigns or otherwise divests itself of its legal capacity under this Contract, then it shall immediately notify the City and preserve such records, at its expense, as directed by the City.
- I. This Audit Section shall survive for six (6) years after the termination or expiration of this Contract, or conclusion of all Claims, audits or litigation, whichever occurs later.
- J. At a minimum the following documents shall be considered Project Records and made available for inspection, auditing and copying:
 - i. Daily time cards and/or time-sheets and daily reports, inspection reports, and supervisor's reports.
 - ii. Insurance, welfare, and benefits records
 - iii. Payroll registers
 - iv. Earnings records
 - v. All relevant tax forms and records, including any state and federal payroll tax rate schedules governing the employer's payroll tax rates paid on behalf of employees that work on the project and any payroll tax forms summarizing the amounts paid
 - vi. Material invoices and requisitions
 - vii. Material cost distribution worksheets
 - viii. Equipment records (including a list of company-owned equipment and an equipment distribution report containing equipment descriptions, equipment number, equipment rates, recorded equipment hours, phase or cost codes, dates, and any other relevant information as related to how equipment was recorded to the project)
 - ix. Contractors' rental agencies', Subcontractors', and lower tier subcontractors' invoices
 - x. Contracts, purchase orders and agreements between the Contractor and each of its Subcontractors, and all lower tier subcontractor contracts and supplier contracts
 - xi. Subcontractor' and lower tier subcontractors' payment certificates/payment applications
 - xii. Canceled checks (payroll and Contractors)
 - xiii. Job cost reports, including both a job cost summary report comparing budgeted amounts to recorded amounts by cost type and phase (or cost code) and a job cost history/detail/transaction report listing each individual transaction by phase (or cost code)
 - xiv. General Ledger
 - xv. Cash disbursements journal



JOC FOR GENERAL CONSTRUCTION SERVICES

SECTION 4: EVALUATION PROCESS

- xvi. All documents which relate to each and every claim together with all documents which support the amount of damages to each claim
- xvii. All schedule documents, including man-loaded schedules, work plans, planned resource codes, phasing documents and summaries
- xviii. All other documents, including email, related to the Project, Claims, or Change Orders
- xix. Any documentation or information relied upon for the purposes of translating the bid amounts to original budget amounts
- xx. Original budget and updated budgets used for tracking job performance throughout the project
- xxi. Labor distribution reports summarizing straight time, overtime, and double time by employee and also separately summarizing base wage amounts versus labor burden and benefit amounts
- xxii. Copies of all draft and approved change orders including a supplementary documentation or information relied upon for the purposes of pricing the change orders
- xxiii. To the extent any of the above-referenced records exist in machine readable format, Contractor shall make them available in that form. This requirement specifically includes (but is not limited to) an obligation to provide the information and access thereto in the native format in which it is maintained by contractor. The Contractor shall, as reasonably requested by the City, provide read-only access to and reasonable technical support necessary to make use of any enterprise or legacy software utilized by the Contractor to manipulate and/or store the relevant data

3.12. PUBLIC NOTICE REQUIREMENTS

The Contractor 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, per RCW 39.10.440 (5).

3.13. PUBLIC INSPECTION OF CERTAIN RECORDS-PROTECTION OF TRADE SECRETS

- A. As provided in subsection (B) of this section, all proceedings, records, contracts, and other public records relating to alternative public works transactions under this chapter shall be open to the inspection of any interested person, firm, or corporation in accordance with chapter 42.56 RCW.
- B. Trade secrets, as defined in RCW 19.108.010, or other proprietary information submitted by a bidder, offeror, or contractor in connection with an alternative public works transaction under this chapter may be reviewed for exemption from disclosure under chapter 42.56 RCW if the bidder, offeror, or contractor clearly identifies those sections and states in writing what specific exemption(s) they believe apply, and describes how the data or materials in those sections meet the criteria for those exemptions. If the City disagrees with those assertions, to the extent allowed by law, the City will agree to provide reasonable time for the bidder, offeror or contractor to seek to obtain a court order prohibiting the disclosure of such information.



CITY OF KIRKLAND SECTION 4: EVALUATION PROCESS

4.1. Evaluation Process

- A. The purpose of the selection process is to determine which firm is the best value for this contract. The selection process is broken into two phases for each contract. Phase I will be the determination of top qualified firms and Phase II will be the determination of the best-qualified firm through a combination of interview scoring and Adjustment Factors.
- B. **Phase I – Proposal Evaluation**
 - i. All Proposals will be evaluated and scored by an Evaluation Panel in accordance solely with the criteria detailed in the RFP and any addenda issued thereto.
 - ii. Proposers should be aware that the Proposal will be scored and ranked for the purpose of short-listing and that the Proposal scores will be carried forward and included in the final evaluation and selection.
 - iii. After scoring Proposals, the City will short-list the most qualified firms to interview. The City will notify Proposers whether they have been selected as a Finalist.
- C. **Phase II Selection – Interviews and Price**
 - i. The finalists will be invited to an interview. The format of the interview will be described in the notification letter to the short-listed Proposers.
 - ii. Following the interview, the panel will score the firm based on the interview.
 - iii. Upon request by the City to short-list candidates, the Finalists will submit their Adjustment Factor bid in a sealed envelope at the place and no later than the time and date specified in the City's request. The Sealed Adjustment Factors will be publicly opened and read aloud at a designated time, date and location.
 - iv. The rank of the firms will be determined by taking the total points scored in Phase I and Phase II. The City expects to award a contract with the highest ranked firm. **If deemed to be in the best interest of the City, the City reserves the right to make additional Contract awards for a period of two-hundred seventy (270) days after the initial Contract is awarded.** Additional Contract awards, if any, will be made to the next highest ranking firm(s).
 - v. If there is a tie for any rank, the panel members will reconvene for continued deliberations until the tie is broken. The purpose of the selection process is to determine which firm is the best fit for this contract.



**JOC FOR GENERAL CONSTRUCTION SERVICES
SECTION 4: EVALUATION PROCESS**

4.2. SCORING OF THE PROPOSALS

A. The table below lists the maximum points for each section of the selection process.

	Max Points
PHASE I	
Team Organization, Expertise, and Qualifications of Key Personnel	20
Job Order Contracting Experience Relevant Project History	15
Proposal Development and Contract Management	15
Work Execution & Subcontracting, Inclusion, and Local Market Knowledge	15
PHASE II	
Interview	20
Price (Award Criteria Figure)	15
TOTAL MAXIMUM SCORE	100

4.3. Adjustment Factors

- A. There are three Adjustment Factors for this Contract. When preparing a Work Order Price Proposal, the Contractor shall select the appropriate Adjustment Factor for each task.
- B. The Adjustment Factors are as follows:
- i. **Normal Working Hours:** Monday through Friday 7:00 am to 6:00 pm except holidays.
 - ii. **Other Than Normal Working Hours:** Monday through Friday 6:01 pm to 6:59 am and all day Saturday, Sunday and Owner holidays and when the City can only provide access to the Work Order site for less than 7 hours at any one time. ***The Other than Normal Working Hours Adjustment Factor must be equal to or greater than the Normal Working Hours Adjustment Factor.***
 - iii. **Non Pre-priced:** For Non Pre-price Tasks. ***The Non Pre-priced Adjustment Factor must be equal to or greater than 1.0000.***
- C. The Construction Task Catalog® is priced at a net value of 1.0000. The bid shall be an "increase to" (e.g., 1.1000) or a "decrease to" (e.g., 0.9500) to the Unit Prices listed in the Construction Task Catalog®. Proposers who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their Proposal will be rejected.



**JOC FOR GENERAL CONSTRUCTION SERVICES
SECTION 4: EVALUATION PROCESS**

4.4. Calculation of the Award Criteria Figure

- A. For bid evaluation purposes only, the work distributions specified in the table below shall be used to determine the Proposer's Award Criteria Figure.

Adjustment Factor	% Weight (For Bid Evaluation Only)
Normal Working Hours	60%
Other than Normal Working Hours	30%
Non Pre-priced	10%

- B. The Proposer's Combined Adjustment Factor will be used to calculate the Proposal Criteria Figure. ***The Proposer with the lowest Award Criteria Figure will receive the maximum 15 points with higher Award Criteria Figures receiving a proportionately lower score.***



CITY OF KIRKLAND SECTION 5: SUBMITTAL INSTRUCTIONS

5.1. Submittal Overview

- A. The documents that are to be submitted with the proposal are included in Section 6. Please note the proposer is required to insert all of the submittal documents. Proposers must use and submit the Proposal Submittal Checklist contained in this RFP.
- B. The Job Order Contract will be recommended for award through an advertised multi-phased process which includes:

Phase I – Proposal Evaluation

- i. All Proposals will be evaluated and scored by an Evaluation Panel in accordance solely with the criteria detailed in the RFP and any addenda issued thereto.
- ii. Proposers should be aware that the Proposal will be scored and ranked for the purpose of short-listing and that the Proposal scores will be carried forward and included in the final evaluation and selection.
- iii. After scoring Proposals, the City will short-list the most qualified firms to interview. The City will notify Proposers whether they have been selected as a Finalist.

Phase II Selection – Interviews and Price

- i. The finalists will be invited to an interview. The format of the interview will be described in the notification letter to the short-listed Proposers.
- ii. Following the interview, the panel will score the firm based on the interview.
- iii. Upon request by the City to short-list candidates, the Finalists will submit their Adjustment Factor bid in a sealed envelope at the place and no later than the time and date specified in the City's request.
- iv. The rank of the firms will be determined by taking the total points scored in Phase I and Phase II. The City expects to award a contract with the highest ranked firm.
- v. If there is a tie for any rank, the panel members will reconvene for continued deliberations until the tie is broken. The purpose of the selection process is to determine which firm is the best fit for this contract.

5.2. Qualifications of the Proposing Firm

- A. **Minimum Qualifications:** All Proposers are required to;
 - i. Be registered as a Licensed Contractor with Washington State in accordance with RCW 18.27.020 for no less than five (5) years,
 - ii. Have a current Washington State unified business identifier,
 - iii. Have industrial insurance coverage for employees working in Washington as required by Title 51 of the Revised Code of Washington (RCW),



JOC FOR GENERAL CONSTRUCTION SERVICES SECTION 5: SUBMITTAL INSTRUCTIONS

- iv. Not be disqualified from bidding on any public works contracts under RCW 39.06.010 or 39.12.065 or on the Federal System for Award Management (sam.gov).
 - v. Must provide evidence of their ability to bond for at least \$4,000,000 per year for up to three years individually if a Contract extension is granted.
 - vi. Must not have an EMR rating over 1.0 for the current year.
 - vii. Not have a civil judgement entered by a court of limited or general jurisdiction of a willful violation, as defined by RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW and no final and binding citation and notice of assessment issued by the Department of Labor and Industries (L&I).
- B. **Complete Attachment 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, and a description of the type of Work the firm intends to subcontract.
- C. **Safety: Attach a letter** from the Proposer's insurance carrier, on the insurance carrier's letterhead, stating the firm's Experience Modification Rate (EMR) for the 2016, 2017, and 2018 calendar years.

5.3. Team Organization, Expertise, and Qualifications of Key Personnel.

- A. Provide a narrative that describes the proposed key team members' technical competence, qualifications, knowledge, and recent work experience and expertise working in areas for which they are proposed on this contract. Provide an organizational chart identifying each team member by name, discipline firm name (if different), proposed role on the contract, team hierarchy and reporting relationships. Proposer's key personnel for this contract to include Principal/Lead, Project Manager, Estimator, Scheduler, Construction Manager, Superintendent, Quality Assurance, Accounting, Administrative. Provide resumes for all key personnel identifying history of employment, education, work experience, length of time with the Proposer and any other information addressing the qualifications and abilities of the individuals proposed. Resumes shall be included as an appendix and will not count toward page limit.

5.4. Job Order Contracting Experience and Relevant Project History.

- A. Provide a narrative on the proposer's experience with Job Order Contracting or similar work. Provide a table that describes a minimum of three construction project examples from the last five years. Project Examples should be those in which the Proposer served as the prime contractor, GC/CM, or JOC, and have at least 2 specific bodies, by division or trade, where specific bodies of work were estimated at \$500,000 or less and subcontracted. Projects will have been completed within the last 5 years, in which the proposed Project Manager or Superintendent were involved. The City will use these projects to evaluate the Proposer's ability to schedule, manage, organize, trouble shoot and complete projects where they themselves do not self-perform work. The maximum amount of points could be given to those Proposers who demonstrate they have a history of working effectively and



JOC FOR GENERAL CONSTRUCTION SERVICES

SECTION 5: SUBMITTAL INSTRUCTIONS

efficiently with owners, subcontractors and limited budgets to provide the best product possible.

5.5. Proposal Development and Contract Management.

- A. Provide a narrative describing how the proposer will develop a Job Order Proposal using the Construction Task Catalog®. Integrate project scoping, construction estimating, project scheduling, subcontractor selection, etc. Describe the proposed lines of communication between the key personnel and the City. Describe your approach to successfully scoping, planning managing and permitting each Work Order. Provide a flow chart of your construction management process for a Work Order, identifying key personnel for each milestone/task that is consistent with the Contract. Note at a minimum the construction management process for a Work Order in your flow chart needs to include the following: Contractor communication plan, Initial scoping or scope refinement approach, Subcontractor bidding practices, Preconstruction coordination, Cost control, Scheduling, Submittal process, Ordering/receiving materials, Request for Information and record keeping, Site Supervision, Subcontractor Management, Inspections, Close out and final project submittals. Discuss on how you will approach full time supervision for each Work Order. Discuss how your company has handled project planning challenges, such as incomplete design and scope, multiple crews, minimizing impacts when working in congested public areas or continuous operating assets, etc. How will you identify safe work practices and requirements in accordance with construction standards. Describe your Firm's experience in the management of multiple departments that have individual policy, procedures and approaches to executing construction. Provide a narrative describing how the proposer plans to meet the challenges of multiple active job orders with various departments, various project managers, at various locations while meeting the schedule and budget.

5.6. Work Execution & Subcontracting, Inclusion, and Local Market Knowledge.

- A. Provide a narrative describing how the proposer will execute the work. This should include quality assurance, quality control, construction management, subcontractor scheduling, project closeout and all proposed lines of communication for all project stakeholders. Discuss your experience and familiarity with the local labor and subcontracting market. Describe your firm's approach to resolving subcontractor/contractor issues and your dispute resolution strategy. Submit the company names of at least 2 WMBE firms that you intend to use on this contract. Please describe your past experience and good faith intent to provide fair, equitable, effective subcontract relationships, particularly with underutilized minority firms. Provide a brief summary of your firm's approach to developing, implementing, and documenting quality control for Work Orders.

5.7. References

- A. Provide at least three professional references for each member of the project team, including name, title, phone number, and email address. References may be contacted by the City at any stage of the selection process.

5.8. Other Documents to be Submitted with the Proposal

- A. Complete or insert the following documents and submit with the proposal:



***JOC FOR GENERAL CONSTRUCTION SERVICES
SECTION 5: SUBMITTAL INSTRUCTIONS***

- i. Attachment J – Bidder Responsibility Criteria Checklist
- ii. Attachment K – Subcontractor Responsibility Criteria
- iii. Attachment L – Non Collusion Affidavit
- iv. Attachment M – Mandatory Bidder Responsibility Confirmation
- v. Completed Proposal Submittal Checklist

5.9 Submittal Instructions

An original proposal and three copies are to be submitted in a sealed envelope to:
City of Kirkland
Attn: Purchasing Agent – Job #34-22-PW
123 5th Ave
Kirkland, WA 98033

Proposals are due no later than 10:00 am PDT on July 22, 2022



JOC FOR GENERAL CONSTRUCTION SERVICES
SECTION 6: DOCUMENTS TO BE SUBMITTED WITH THE PROPOSAL

CITY OF KIRKLAND
SECTION 6: DOCUMENTS TO BE SUBMITTED WITH THE PROPOSAL

The Attachments contained in this section are to be completed and submitted with the proposal.

Please note that in order to submit a complete proposal, proposer's are required to insert documents such as letter from the proposing firm's insurance carrier, resumes, local business utilization plan, subcontracting experience, and plan for preparing Price Proposals.

For a complete list of documents required with the proposal, please refer to the Proposal Submittal Checklist included in this RFP.



JOC FOR GENERAL CONSTRUCTION SERVICES
SECTION 6: DOCUMENTS TO BE SUBMITTED WITH THE PROPOSAL

ATTACHMENT A

STATEMENT OF PROPOSER'S QUALIFICATIONS

Contractor Name: _____ Contact: _____

Business Address: _____

Business phone: _____ Fax: _____

Number of years the Contractor has been engaged in the construction business under the present firm name: _____

Does the Proposer have a Physical Office Location Within 50 Miles of the City of Kirkland.

Physical Location can be a primary or satellite office: ☐ Yes ☐ No

Approximate Annual Revenue / Volume of Work: _____

Approximate Percentage of Work that was Subcontracted: _____

Describe the general character of work performed by your company: _____

List and describe, any and all legal actions, in which the Proposer has been a party, for the past five (5) years. **Attach additional sheets as necessary.** This includes, but is not limited to, any judgments, claims, lawsuits, suspensions, debarments, legal action in which the Proposer has been a debtor in bankruptcy, a defendant in a lawsuit for deficient performance under a contract or agreement, a respondent in an administrative action for deficient performance, or a defendant in a criminal action _____

List and describe, any and all claims and disputes filed by the Proposer or the Owner for the past five (5) years. Describe the situation surrounding each claim or dispute and the subsequent result. **Attach additional sheets as necessary.** _____



JOC FOR GENERAL CONSTRUCTION SERVICES
SECTION 6: DOCUMENTS TO BE SUBMITTED WITH THE PROPOSAL

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

Reference's contact: 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 can not be contacted, this project may not be considered.)

Reference's contact: Name _____ Title _____

Telephone: _____ Email Address: _____

Client Reference #3 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name _____ Title _____

Telephone: _____ Email Address: _____

Bank reference(s): _____

Washington State Contractor Registration No.: _____

Uniform Business Identification No.: _____

I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of the City of Kirkland Job Order Contract should I become the successful proposer.

Authorized Signature: _____

Print Name: _____ Title: _____



ATTACHMENT B

BIDDER RESPONSIBILITY CRITERIA

It is the intent of City to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria. The bidder must:

- ☐ 1. 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;
- ☐ 2. Have a current Washington Unified Business Identifier (UBI) number;
- ☐ 3. Have:
 - 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;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- ☐ 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3). **Meet responsibility criteria in RCW 39.04.350**
- ☐ 5. Until December 31, 2020, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.
- ☐ 6. 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.



ATTACHMENT C

SUBCONTRACTOR RESPONSIBILITY CRITERIA

- ☐ A. The 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. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- ☐ B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
- ☐ 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - ☐ 2. Have a current Washington Unified Business Identifier (UBI) number;
 - ☐ 3. Have:
 - a) Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RC
 - b) A Washington Employment Security Department number, as required in Title 50 RCW;
 - c) A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d) An electrical contractor license, if required by Chapter 19.28 RCW;
 - e) An elevator contractor license, if required by Chapter 70.87 RCW.
 - ☐ 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3). **Meet responsibility criteria in RCW 39.04.350**
 - ☐ 5. Until December 31, 2021, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.
 - ☐ 6. 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.



JOC FOR GENERAL CONSTRUCTION SERVICES
SECTION 6: DOCUMENTS TO BE SUBMITTED WITH THE PROPOSAL

ATTACHMENT D

NONCOLLUSION AFFIDAVIT

Job Order Contracting for General Construction Services

Job No. 34-22-PW

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

The undersigned, being duly sworn, on oath deposes and says that the person(s), firm, association, partnership or corporation herein named has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the project for which this proposal is submitted.

Firm Name

Authorized Signature

Type Name

Title

Sworn to before me, this ____ day of _____, 20__.

Notary Public in and for the State of Washington

Residing at _____

My Commission Expires _____

NOTICE TO ALL PROPOSERS

To report proposal rigging activities call: 1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., ET. Anyone with knowledge of possible proposal rigging, proposer collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.



ATTACHMENT E

MANDATORY BIDDER RESPONSIBILITY CONFIRMATION

In accordance with RCW 39.04.350 subsection (1) (g), bidder asserts that:

Within the three-year period immediately preceding the date of the bid solicitation for this Project, bidder has not been 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 to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

Firm Name

Authorized Signature

Type Name

Title

(For corporations, LLC's and other legal entities)

STATE OF WASHINGTON)

) SS

COUNTY OF KING)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, the legal entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said legal entity, for the uses and purposes therein set forth, and on oath stated that he/she was authorized to sign said instrument.

Given under my hand and official seal this _____ day of _____, 2022.



JOC FOR GENERAL CONSTRUCTION SERVICES
SECTION 6: DOCUMENTS TO BE SUBMITTED WITH THE PROPOSAL

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing _____
Commission expires: _____

Commission expires: _____

(For individuals and d/b/a's)

STATE OF WASHINGTON)

) SS

COUNTY OF KING)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the individual(s) described herein and who executed the foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 2022.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing _____

Commission expires: _____



**CITY OF KIRKLAND
SECTION 7: BID PROPOSAL**

All pages of this bid proposal are required to be completed and submitted at a designated time and place to be determined by the City of Kirkland after the phase I evaluation is complete.



**JOC FOR GENERAL CONSTRUCTION SERVICES
SECTION 7: BID PROPOSAL**

CITY OF KIRKLAND

BID PROPOSAL

Job Order Contracting for General Construction Services

Contract No. 34-22-PW



To: Director of Finance
City of Kirkland
123 Fifth Avenue
Kirkland, Washington 98033

The undersigned, hereinafter called the Proposer, declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official or employee of the City of Kirkland, hereinafter called the Owner; and that the proposal is made without any connection or collusion with any person making another proposal on this contract.

The proposer further declares that it has carefully examined the contract documents; that it has familiarized itself with the Job Order Contracting Procurement System, including the fact that the description of the type of work materials, as included herein, is brief and is intended only to indicate the general nature of the work to be contemplated under this contract; and that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this proposal.

The proposer agrees to hold its bid proposal open for 45 days after the actual date of submitting the bid proposal to the City of Kirkland.

The proposer agrees that if this proposal is accepted, it will, within ten (10) calendar days after notification of acceptance, execute the contract with the Owner in the form of contract included in the contract documents, and will, at the time of execution of the contract, deliver to the Owner the Performance and Payment Bonds and all Certificates of Insurance required therein, and will, to the extent of its proposals, furnish all machinery, tools, apparatus, and other means of construction and do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the engineer or other project manager designated thereunder.

The proposer further agrees, if awarded the contract, to begin work within ten (10) calendar days after the issuance of a Work Order and to complete the construction within the Work Order Completion Time.

In the event the proposer is awarded the contract and shall fail to complete the work within the Work Order Completion Time including time extensions agreed upon, liquidated damages shall be paid to the Owner per the amounts contained in the contract documents.

The proposer further proposes to accept as full payment for the work proposed herein, the individual Work Order Price calculated in accordance with the JOC Supplemental Conditions using the proposed Adjustment Factors listed below. The Work Order Price shall set forth the lump sum amount to be paid to the Contractor for completion of the Detailed Scope of Work within the Work Order Completion Time.



JOC FOR GENERAL CONSTRUCTION SERVICES SECTION 7: BID PROPOSAL

The Work Order Price includes all use taxes, overhead, profit, bond premiums, insurance premiums and all other miscellaneous and incidental expenses as well as all costs of materials, labor, tools and equipment required to perform and complete the Detailed Scope of Work.

PART I: SCHEDULE OF PRICES

The Contractor shall perform all Work required called for in each individual Work Order issued under this Contract using the Construction Task Catalog® and Technical Specifications incorporated herein. Contractor shall perform any or all functions called for in the Contract Documents in the quantities specified in individual Work Orders against this Contract for the Unit Prices specified in the Construction Task Catalog® and Non Pre-priced work multiplied by the bid Adjustment Factors below.

The Proposer shall set forth Adjustment Factors in clearly legible figures in the respective space provided. Failure to submit Adjustment Factors will result in the Proposal being deemed non-responsive.

	Adjustment Factor Name	Adjustment Factor Bid	X Multiplier	= Total
1.	Adjustment Factor for Normal Working Hours	Submit during Phase II _ . _ _ _ _	X 0.60	= Submit during Phase II _ . _ _ _ _
2.	Adjustment Factor for Other Than Normal Working Hours	Submit during Phase II _ . _ _ _ _	X 0.30	= Submit during Phase II _ . _ _ _ _
3.	Adjustment Factor for Non Pre-priced Tasks	Submit during Phase II _ . _ _ _ _	X 0.10	= Submit during Phase II _ . _ _ _ _
4.	Add all the Total amounts in the right column. The Sum of these Total amounts is the Combined Adjustment Factor			= Submit during Phase II _ . _ _ _ _

The Owner reserves the right to revise all arithmetic calculations for correctness. In the event of discrepancy, the Adjustment Factors used in the column titled "Adjustment Factor Bid" will prevail and will be used to calculate the Combined Adjustment Factor in the "Total" column.

Instructions To the Proposer: 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). If any of the Adjustment Factors are not specified to the 4th decimal, the remaining decimals will be considered to be zero.



**JOC FOR GENERAL CONSTRUCTION SERVICES
SECTION 7: BID PROPOSAL**

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.

Note To Proposer: The weights specified above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by the Owner that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the proposer with the lowest bid.

When submitting Price Proposals related to specific Work Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in the column titled "Adjustment Factor Bid."

Receipt of Addenda No(s). _____ is hereby acknowledged.



**JOC FOR GENERAL CONSTRUCTION SERVICES
SECTION 7: BID PROPOSAL**

PART III: SIGNATURES

Within the three-year period immediately preceding the date of the bid solicitation for this Project, bidder has not been 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 to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

CONTRACTOR (Firm Name)

By

Name and title of person signing

(Indicate whether Contractor is Partnership,
Corporation, or Sole Proprietorship)

Date

Washington State Contractor's
Registration Number

Contractor's Industrial Insurance
Account Number

Employment Security Identification
Number

Uniform Business Identification
(UBI) Number

Contractor's Address:

Telephone Number

Fax Number

Email

**Proposals due in the office of the Purchasing Agent at Kirkland City Hall, 123
5th Avenue by no later than 10:00 am PDT on July 22, 2022.**



JOC FOR GENERAL CONSTRUCTION SERVICES
SECTION 8: DOCUMENTS TO BE EXECUTED AFTER CONTRACT AWARD

CITY OF KIRKLAND
SECTION 8: DOCUMENTS TO BE EXECUTED AFTER CONTRACT AWARD

INFORMATION ONLY

The following forms must be executed and submitted by the successful proposer within ten (10) calendar days following Notice of Award.



CITY OF KIRKLAND

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EXHIBIT A

PUBLIC WORKS CONTRACT

Job Order Contracting for General Construction Services

Contract No. 34-22-PW

This agreement is made and entered into this ____ day of _____, 20__, by and between _____, hereinafter called the "Contractor" and the City of Kirkland, hereinafter called the "Owner."

WITNESSETH:

Whereas, pursuant to the invitation of the Owner extended through an officially published "Request for Proposal," the Contractor did, in accordance therewith, file with the Owner a proposal containing an offer which was invited by said notice, and

Whereas, the Owner has heretofore determined that said offer was responsive, cost effective and best meets the needs of the Owner; now, therefore, it is agreed:

Section 1. That Contractor shall comply in every way with the requirements of those certain specifications entitled: **Job Order Contracting for General Construction Services Contract No. 34-22-PW.**

The further terms, conditions and covenants of the contract are set forth in the following contract documents which are hereby made a part of this agreement by actual attachment or by this reference thereto as follows:

- A. The Request for Proposal, as published by the Owner, including Volumes I – Contract Summary, Instructions to Proposers, and Proposal Forms; Volume II – Terms and Conditions; Volume III – The Construction Task Catalog®; and Volume IV – Technical Specifications.
- B. The proposal submitted by the Contractor including the Bid Proposal
- C. Any addenda, issued by the Owner
- D. Any change orders, issued by the Owner.

Section 2. The Contractor shall perform all Work required for in each individual Work Order issued under this Contract using the Construction Task Catalog® and Technical Specifications incorporated herein. Contractor shall perform any or all functions called for in the contract documents in the quantities specified in individual Work Orders against this Contract for the Unit Prices specified in the Construction Task Catalog® and Non Pre-priced work multiplied by the following Adjustment Factors of:

1. Normal Working Hours Adjustment Factor:

Submit during Phase II

(Specify to four (4) decimal places)



JOC FOR GENERAL CONSTRUCTION SERVICES
SECTION 8: DOCUMENTS TO BE EXECUTED AFTER CONTRACT AWARD

2. Other Than Normal Working Adjustment Factor:

Submit during Phase II				
------------------------	--	--	--	--

(Specify to four (4) decimal places)

3. Non Pre-Priced Adjustment Factor:

Submit during Phase II				
------------------------	--	--	--	--

(Specify to four (4) decimal places)

In witness whereof, said Contractor and said Owner have caused this agreement to be executed on the day and year first written above.

CONTRACTOR (Firm Name)

Name and title of person signing

Name and title (print or type)

WA Contractor's Registration Number

Industrial Insurance Account Number

Uniform Business Identification (UBI) Number

Phone Number

Fax Number

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

(For corporations, LLC's and other legal entities)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, the legal entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said legal entity, for the uses and purposes therein set forth, and on oath stated that he/she was authorized to sign said instrument.



JOC FOR GENERAL CONSTRUCTION SERVICES
SECTION 8: DOCUMENTS TO BE EXECUTED AFTER CONTRACT AWARD

Given under my hand and official seal this _____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing _____
Commission expires: _____

(For individuals and d/b/a's)

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the individual(s) described herein and who executed the foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing _____
Commission expires: _____

CONTRACTOR

CITY OF KIRKLAND

BY: _____

BY: _____

Title of person signing

Title of person signing



EXHIBIT B

PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Surety to have an A.M. Best rating of A-:VII or better.

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____, (insert name of Contractor) as Principal, and _____, (insert name of surety), as Surety, a corporation duly organized under the laws of the State of _____, (insert Surety's state of incorporation), and authorized to do business as a surety in the State of Washington, are held and firmly bound unto the City of Kirkland (City) in the sum of _____ dollars (\$_____), lawful money of the United States of America, plus the total amount of extra orders issued by the City to the Principal pursuant to the terms of the Contract referred to in the next succeeding paragraph hereof, for the payment whereof Principal and Surety bind ourselves, and our heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has been awarded, and is about to enter into, a written Contract with the City for (project name) _____, which is hereby made a part of this bond as if fully set forth herein;

NOW, THEREFORE, the condition of this bond is such that:

If the Principal shall completely and faithfully perform all of its obligations under the Contract, including any warranties required thereunder, and all modifications, amendments, additions, and alterations thereto, including modifications which increase the contract price or time for completion, with or without notice to the surety; and

If the Principal shall indemnify and hold the City harmless from any and all losses, liability, damages, claims, judgments, liens, costs, and fees of any type that the City may be subject to because of the failure or default of the Principal in the performance of any of the terms, conditions, or obligations of the Contract, including all modifications, amendments, additions, and alterations thereto, and any warranties required thereunder;

THEN THIS obligation shall be null and void; otherwise to remain in full force and effect. If the City shall declare Principal to be in default of the Contract, and shall so notify Surety, Surety shall, within a reasonable time which shall not exceed 14 days, except for good cause shown, notify the City in writing of the manner in which surety will satisfy its obligations under this Bond.

Nonpayment of the Bond premium will not invalidate this Bond nor shall the City be obligated for the payment thereof. The Surety hereby waives notice of any modification of the Contract or extension of time made by the City.

Signed this _____ day of _____, 20__.

Principal: _____

Surety: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

City/Zip: _____

City/Zip: _____

Telephone: () _____

Telephone: () _____

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance bond.



**JOC FOR GENERAL CONSTRUCTION SERVICES
SECTION 8: DOCUMENTS TO BE EXECUTED AFTER CONTRACT AWARD**

LABOR, MATERIAL, AND TAXES PAYMENT BOND

Surety to have an A.M. Best rating of A-:VII or better.

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that, _____ (insert name of Contractor) as Principal, and _____, (insert name of surety), as Surety, a corporation duly organized under the laws of the State of _____ (insert Surety's state of incorporation), and authorized to do business as a surety in the State of Washington, are held and firmly bound unto the City of Kirkland (City) for the use and benefit of claimants as hereinafter defined, in the sum of _____ **Dollars**

(\$ _____), lawful money of the United States of America, plus the total amount of any extra orders issued by the City, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has been awarded, and is about to enter into, a Contract with City of Kirkland for [**Contract Name and Number**] which contract is by this reference made a part hereof;

WHEREAS, the contract is a public works contract, subject to the provisions of RCW Titles 39 and 60;

NOW, THEREFORE, the conditions of this obligation are such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for (a) all labor and material used or reasonably required for use in the performance of the contract and (b) all taxes, increases, and penalties incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions: A claimant is defined as and includes (a) a person claiming to have supplied labor or materials for the prosecution of the work provided for in the contract, including any person having direct contractual relationship with the contractor furnishing the bond or direct contractual relationship with any subcontractor, or an assignee of such person, (b) the state with respect to taxes incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due and (c) any other person or entity as allowed or required by law.

1. The Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full prior to Final Acceptance of the project, or materials were furnished by such claimant, has an action on this bond for such sum or sums as may be justly due claimant, and may have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit or action.

(form continues on next page)



JOC FOR GENERAL CONSTRUCTION SERVICES
SECTION 8: DOCUMENTS TO BE EXECUTED AFTER CONTRACT AWARD

2. No suit or action shall be commenced hereunder by any claimant (except the state with respect to taxes, increases, and penalties incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due) unless the claimant has sent the written notice required under RCW Title 39 to the Principal and to the City's Purchasing Agent by registered or certified mail, or by hand delivery, no later than 30 days after Final Acceptance of the Project.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against the improvement, whether or not claim for the amount of such lien be presented under and against this bond.

The Surety hereby waives notice of any modification of the contract or extension of time made by the City.

Signed this _____ day of _____, 20____	
Principal: _____	Surety: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
City/Zip: _____	City/Zip: _____
Telephone: () _____	Telephone: () _____

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance bond.

END OF LABOR, MATERIAL, AND TAXES PAYMENT BOND FORM



EXHIBIT C

CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

Job Order Contracting for General Construction Services
Contract No. 34-22-PW

Monies reserved under provisions of Chapter 60.28 RCW, at the option of the Contractor, shall be:

Select
One

- ☐ (1) Retained in a fund by the City. No interest will be earned on the retained percentage amount under this election.
- ☐ (2) Retainage Bond
- ☐ (3) Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and the bonds and securities held in escrow. (For the convenience of those Contractors choosing option (3) a City approved Form of Escrow Agreement is included on the next page and should be completed and submitted with the executed contract.)

The Contractor in choosing option (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

- ☐ (4) Deposited by the City in an interest-bearing account at the FDIC insured bank currently providing contracted banking services to the City of Kirkland. Interest on such account shall be paid to the contractor. Any fees incurred shall be the responsibility of the contractor.

CONTRACTOR:

Signature: _____

Print or Type Name: _____

Title: _____

Date: _____



JOC FOR GENERAL CONSTRUCTION SERVICES
SECTION 8: DOCUMENTS TO BE EXECUTED AFTER CONTRACT AWARD

Retainage Bond
Return This Form If Retainage Bond Option Is Selected

Contract Title	
Contract Number	
Contractor Name	

The Undersigned, _____, existing under and by virtue of the laws of the State of Washington and authorized to do business in the State of Washington as Principal, and _____ organized and existing under the laws of the State of _____ and authorized to transact business in the State of Washington as Surety, are jointly and severally held and bound unto _____, hereinafter called Obligee, and are similarly held and bound unto the beneficiaries of the trust fund created by RCW 60.28, in the penal sum of _____

(\$ _____), Which is _____ % of the principal's price on Contract ID _____.

WHEREAS, on the _____ day of _____, 20____, the said principal herein executed a contract with the Obligee, for the Contract specified above, Contract ID Number _____.

WHEREAS, said contract and RCW 60.28 require the Obligee to withhold from the Principal the sum of _____ % from monies earned on estimates during the progress of the construction, herein after referred to as earned retained funds.

NOW WHEREAS, Principal has requested that the Obligee not retain any earned retained funds as allowed under RCW 60.28.

NOW THEREFORE, the condition of the obligation is such that the Principal and Surety are held and bound unto the beneficiaries of the trust fund created by RCW 60.28 in the penal sum of _____ percent (____%) of the final contract cost which shall include any increases due to change orders, increases in quantities of work or the addition of any new item of work. If the Principal shall use the earned retained funds, which will not be retained, for the trust fund purposes of RCW 60.28, then this obligation shall be null and void; otherwise, it shall remain in full force and effect until release is authorized in writing by the Obligee. This bond and any proceeds therefrom shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in RCW 60.28.

PROVIDED HOWEVER, that:

- 1) The liability of the surety under this bond shall not exceed 5% or 50% of the total amount earned by the Principal if no monies are retained by the Obligee on estimates during the progress of construction.
- 2) Any suit under this bond must be instituted within the time provided by applicable law.

Witness our hands this _____ day of _____, 20____.

SURETY

PRINICPAL

By: _____
Name/Title

By: _____
Name/Title

OF: _____

OF: _____

Surety Name and Local Office of Agent: _____

Surety Address and Phone of Local Office and Agent: _____



JOC FOR GENERAL CONSTRUCTION SERVICES
SECTION 8: DOCUMENTS TO BE EXECUTED AFTER CONTRACT AWARD

CITY OF KIRKLAND
RETAINED PERCENTAGE ESCROW AGREEMENT

Job Order Contracting for General Construction Services
Contract No. 34-22-PW

Escrow No. _____

City of Kirkland
123 Fifth Avenue
Kirkland, Washington 98033

Contractor: _____

Address: _____

Project Description: _____

TO: Escrow Bank or Trust Company:

Name: _____

Address: _____

Attention: _____

The undersigned, _____, herein referred to as the Contractor, has directed the City of Kirkland 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 City of Kirkland. Attached is a list of such bonds, or other securities approved by the City of Kirkland. Other bonds or securities, except stocks, may be selected by the Contractor, subject to the express written approval of the City of Kirkland. 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 at the direction of the City of Kirkland and Contractor.

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.



***JOC FOR GENERAL CONSTRUCTION SERVICES
SECTION 8: DOCUMENTS TO BE EXECUTED AFTER CONTRACT AWARD***



JOC FOR GENERAL CONSTRUCTION SERVICES
SECTION 8: DOCUMENTS TO BE EXECUTED AFTER CONTRACT AWARD

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 City of Kirkland's warrants) except in accordance with written instructions from the City of Kirkland. Compliance with such instructions shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow Agreement is _____.
4. The Contractor agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole 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 City of Kirkland 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 hereinabove. 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 attorneys fees occasioned by such default, delay, controversy, or litigation.
5. This agreement shall not be binding until executed by the Contractor and the City of Kirkland and accepted by you.
6. This instrument contains the entire agreement between you, the Contractor and the City of Kirkland, with respect to this escrow and you are not a part 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 heirs of the parties hereto.
8. The Contractor's Federal Income Tax Identification number is _____.

** Please note: Written release will be issued by the Director of Finance. For further information, contact the Purchasing Manager at (425) 587-3800.



JOC FOR GENERAL CONSTRUCTION SERVICES
SECTION 8: DOCUMENTS TO BE EXECUTED AFTER CONTRACT AWARD

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow and do hereby execute this agreement on this _____ day of _____, 20__.

CONTRACTOR:

CITY OF KIRKLAND:

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Title

Title

Address: _____

123 Fifth Avenue

Kirkland, Washington 98033

The above escrow instructions received and accepted this _____ day of _____, 20__.

ESCROW BANK OR TRUST CO:

By: _____
Authorized Signature

Print or Type Name

Title

Securities Authorized by City of Kirkland (select one):

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 National Mortgage Association; and
5. Time deposits in commercial banks.

RETURN THIS SIGNED AGREEMENT TO:

City of Kirkland
Attn: Purchasing Agent
123 Fifth Avenue
Kirkland, Washington 98033



CITY OF KIRKLAND RETAINAGE RELEASE REQUIREMENTS

DOCUMENTS REQUIRED TO BE ON FILE PRIOR TO RELEASE OF RETAINAGE

This is a new format - old format with same information follows in hidden text.

1. Intent to Pay Prevailing Wage (Contractor must generation including for subcontractors)

Department of Labor/Industries
Employment Standards Division
General Administration Building
Olympia, Washington 98504
(360) 956-5335

2. Notice of Completion of Public Works Contract (City generates)

Department of Revenue
Excise Tax Division
Olympia, Washington 98504

3. Affidavit of Wages Paid (Contractor must generate including for subcontractors)

Department of Labor/Industries

4. Certificate of Release - State Excise Tax by Public Works Contractor (Letter from State to City)

Department of Revenue
Department of Labor and Industries
Employment Security Department

5. Receipt for Payment in full or Release of Lien signed by Lien Claimant and filed with City (Responsibility of Contractor to obtain)

Claims against retainage or Payment Bond filed with City by any such subcontractor, workman, or material supplier.

6. Current insurance certificate through retainage release (Contractor generates)
7. Produce final invoice for retainage if bond is not selected (Contractor generates)



EXHIBIT D

CERTIFICATE OF INSURANCE

Return this certificate to:

City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033

This certifies to City of Kirkland that the following described policies have been issued to the Insured named below and are in force at this time:

Insured _____

Address _____

Description of operations/locations/products (show contract name and/or number, if any)

Policies and Insureds	Limits		Policy Number	Expiration	Best's Rating
	Bodily Injury Damage	Property			
Comprehensive/General Liability	Each Person	Each Occurrence			
Worker's Compensation	Employer's Liability				
Automotive Liability	Each Person	Each Occurrence			

COMBINED SINGLE LIMIT

All policies are in effect at this time and will not be canceled, limited, or allowed to expire without renewal until after 30 days' written notice has been given to the Certificate Holder named on the top line. Any coverage afforded the Certificate Holder as an additional insured shall apply as primary and not excess to any insurance issued in the name of the Certificate Holder.

Note to Contractor: City of Kirkland and its authorized agents shall be named as additional insured for this policy.



JOC FOR GENERAL CONSTRUCTION SERVICES
SECTION 8: DOCUMENTS TO BE EXECUTED AFTER CONTRACT AWARD

ACORD CERTIFICATE OF LIABILITY INSURANCE		POLICY ID SU PARIN-1	DATE (MM/DD/YY) 10/02/00
PRODUCER Hurley, Atkins & Stewart, Inc. 1800 Ninth Ave., #1500 Seattle WA 98101 Phone: 206-682-5656		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	
		INSURER A:	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
COVERAGES			
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC		POLICY EXPIRATION DATE (MM/DD/YY)
			LIMITS
			EACH OCCURRENCE \$
			FIRE DAMAGE (Any one fire) \$
			MED EXP (Any one person) \$
			PERSONAL & ADV INJURY \$
			GENERAL AGGREGATE \$
			PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		
			COMBINED SINGLE LIMIT (Ea accident) \$
			BODILY INJURY (Per person) \$
			BODILY INJURY (Per accident) \$
			PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO		
			AUTO ONLY - EA ACCIDENT \$
			OTHER THAN EA ACC \$
			AUTO ONLY: AGG \$
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$		
			EACH OCCURRENCE \$
			AGGREGATE \$
			\$
			\$
			\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		
			WC STATU-TORY LIMITS OTH-ER
			E.L. EACH ACCIDENT \$
			E.L. DISEASE - EA EMPLOYEE \$
			E.L. DISEASE - POLICY LIMIT \$
	OTHER		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS			
CERTIFICATE HOLDER		CANCELLATION	
		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	

ACORD 25-S (7/97)

© ACORD CORPORATION 1988

Note: Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.



EXHIBIT E

STATEMENT OF INTENT TO PAY PREVAILING WAGES



Public Works Contract
\$40.00 Filing Fee Required

- Contractor, company or agency name, address, city, state & ZIP+4

SAMPLE

Indicate total dollar amount of your contract or time and materials if applicable.	\$
I hereby certify that the above information is correct and that all workers I employ on this Public Works Project will be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries	
Title	Signature

For L&I Use Only	
Check Number: _____	<input style="width: 40px; height: 40px; border: 1px solid black; margin-right: 10px;" type="checkbox"/> \$40 or \$ _____
Issued By: _____	

**After APPROVAL, send white copy to Awarding Agency.
Canary copy – L&I**



JOC FOR GENERAL CONSTRUCTION SERVICES

SECTION 8: DOCUMENTS TO BE EXECUTED AFTER CONTRACT AWARD

How to expedite the processing of your form:

REQUIRED FOR PROCESSING

Filing Fee

Bid Due Date and Date Contract Awarded

Craft/trade/occupation

Rate of Hourly Pay

Estimated number of workers

Total Dollar Amount of Your Contract

Contractor Registration No. or UBI

Signature

ERRORS THAT CAUSE REJECTION

No fee or wrong amount. \$40.00 filing fee required.

Missing. Award date is before bid due date. Prevailing Wage is based on the date bids from prime contractor were due to the contract awarding agency.

Craft not listed, not specific, or does not match prevailing wage occupation listings.

Owner/Operators: If the work will be performed by owners/partners, state "Owner/Operator" under the "Craft" section, and the wage and fringe need not be completed. Do list the number of owners on the job. (Individuals who own less than 30% of the company are not considered to be owner/operators and must be paid prevailing wage.)

All work subcontracted: If all work will be performed by subcontractors, check the appropriate box on the form.

Missing or incorrect wages. Enter the rate of hourly pay and rate of qualified hourly fringe benefits, as defined by RCW 39.12.010, that you will actually provide to the workers. The amount listed for "Rate of Hourly Pay" plus the amount listed for the "Rate of Hourly Fringe Benefits", if any, must equal or exceed the Prevailing Wage rate.

Missing

Missing – Enter "time and materials" if applicable. The exact dollar amount will be required on the Affidavit of Wages Paid form.

Missing or not registered. Companies not required to obtain a contractor's registration number need only indicate UBI (i.e., janitorial, surveying, truck driving).

Missing – Intent must be signed by an authorized representative.

Apprentices: Do not list apprentices or apprenticeship wages on this Statement of Intent. If you use apprentices on this project, they must be listed on the Affidavit of Wages Paid form (F700-007-000), and registered with the Washington State Apprenticeship and Training Council within 60 days of hire. Any workers not registered as such must be paid prevailing journey level wages. Call (360) 902-5323 to verify registration. Electrical and Plumber trainees registered with the Department of Labor and Industries MUST ALSO be registered with the Washington State Apprenticeship and Training Council to qualify for apprentice rates.

If there is not enough space to list all required information on one form, use additional Intent forms as needed. Please indicate at the top of each form "Page 1 of 2", "Page 2 of 2", etc. No additional fee is required. No other attachments will be accepted.

Approval of this Intent will be based on the information provided by the contractor/subcontractor. It does not signify approval of the classifications of labor used by the contractor/subcontractor.

L&I will mail the approved white copy of this Intent to the organization provided on the front of this form. Make a copy for your records.

A copy of the approved Intent form for each employer must be posted at the jobsite for contracts in excess of \$10,000.00.

Prevailing wage rates are available on the Internet at www.Lni.wa.gov/TradesLicensing/PrevailingWage

Submit both copies (white and canary) and the \$40.00 filing fee to:

MANAGEMENT SERVICES
DEPT. OF LABOR AND INDUSTRIES
PO BOX 44835
OLYMPIA, WASHINGTON 98504-4835

Please fold in thirds so the address
will show in a window envelope

For questions call (360) 902-5335

F700-029-000 statement of intent to pay prevailing wages – backer 12-04



***JOC FOR GENERAL CONSTRUCTION SERVICES
SECTION 8: DOCUMENTS TO BE EXECUTED AFTER CONTRACT AWARD***

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