



***BID AND CONTRACT DOCUMENTS
AND SPECIFICATIONS
FOR***

**HVAC CONTROLS UPGRADE & PERFORMANCE MANAGEMENT
SERVICES**

RFB # 23-010

***City of Federal Way
PARKS DEPARTMENT
33325 8th Avenue South
Federal Way, WA 98003***

**BID AND CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
HVAC CONTROLS UPGRADE & PERFORMANCE MANAGEMENT
SERVICES**

RFB # 23-010

Bids Accepted Until 02:00 p.m., August 31, 2023 at
City of Federal Way
33325 8th Avenue South
Federal Way, WA 98003

The contract plans and specifications for this Project have been reviewed and approved by:

Parks Director / Deputy Parks Director

CITY OF FEDERAL WAY

**HVAC CONTROLS UPGRADES &
PERFORMANCE MANAGEMENT
SERVICES
RFB #23-010**

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ADVERTISEMENT FOR BIDS

HVAC CONTROLS UPGRADE & PERFORMANCE MANAGEMENT SERVICES

SUBMITTAL OF SEALED BIDS: Notice is hereby given that the City of Federal Way will receive sealed bids through Thursday, August 31, 2023, at 2:00 p.m. at the City Hall Finance Department at 33325 8th Avenue South, Federal Way, Washington 98003. Proposals received after said date and time will not be considered. All timely bids will be opened and read publicly aloud in the City Council Chambers City Hall 33325 8th Avenue South, Federal Way, Washington 98003 at 2:05 p.m. on Thursday, August 31, 2023.

This project shall consist of:

1. **PROJECT OVERVIEW:** The City of Federal Way is seeking bids from qualified contractors to upgrade and integrate HVAC building controllers for the following facilities: City Hall, Federal Way Community Center, and Performing Arts and Event Center. The purpose of this project is to replace outdated and obsolete controllers, enhance system performance, and ensure efficient operation of the facilities. The project locations are as follows:
 - a. City Hall: 33325 8th Ave S, Federal Way, WA 98003
 - b. Federal Way Community Center: 876 S 333rd St, Federal Way, WA 98003
 - c. Performing Arts and Event Center: 31510 Pete von Reichbauer Way S, Federal Way, WA 98003

2. **SCOPE OF WORK – PART I – HVAC CONTROLS REPLACEMENT:**
 - 2a. Base Controls Upgrade / Integration Scope
 - i. Replace the existing outdated and obsolete Staefa and JCI controllers, along with associated proprietary sensors.
 - ii. These controllers utilize a proprietary communication protocol, and the sensors for temperature and flow coefficient calculations are also proprietary.

 - 2b. Front End Control System (HONEYWELL Webs N4 TRIDIUM)
 - i. Replace the existing Niagara-based Tridium platform, which is running on outdated and proprietary software.
 - ii. Install a new front-end control system using HONEYWELL WEBS N4, located at City Hall.
 - iii. This new front-end system will provide connectivity to the new controls installed at the facilities mentioned below.

 - 2c. City Hall Controller Upgrade
 - i. Upgrade the existing Staefa Smartt II controllers, which are more than 25 years old and out of compliance, to present-day technology including modern energy-saving strategies. The proprietary nature of these controllers makes replacements unavailable, making the upgrade essential to avoid downtime and ensure optimum performance.
 - ii. Provide a comprehensive solution that includes the necessary hardware, software, and any additional components required for the upgrade.
 - iii. Replace the following controllers
 1. SMT-II (DDC Controllers): Quantity – 2
 2. SMT-II (HTP Controller): Quantity – 1
 3. SMT-II (VAV Controllers): Quantity – 57

 - 2d. Federal Way Community Center Controller Upgrade
 - i. Upgrade the existing controllers at the Federal Way Community Center that are more than 20 years old and out of compliance with modern energy-saving strategies.

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- ii. The previous front-end upgrade integrated these controllers into the Web-based N4 Supervisor, but they still suffer from the same issues as the controllers at City Hall.
- iii. The lack of manufacturer support and their status as legacy technology necessitate their upgrade for operational efficiency and optimal performance.
- iv. Replace all existing JCI controllers with new Honeywell Spyder field controllers.
- v. Replace the following controllers:
 - 1. JCI UNT proprietary N2 controllers: Quantity – 8
 - 2. JCI VMAX N2 proprietary N2 controllers: Quantity – 38
- vi. Provide a complete upgrade solution, including hardware, software, and any additional components necessary for integration into the N4 Supervisor.

2e. Performing Arts and Event Center Integration

- i. Integrate the existing Alerton system into the new Workstation Supervisor located at City Hall.
- ii. Provide a new JACE 8000 controller.
- iii. The existing field controllers at the Performing Arts and Event Center are of a BACnet nature and do not require upgrading at this time. However, integration of the Alerton system into the N4 Supervisor, similar to the previous sites mentioned is required. This integration will standardize the facilities' controls using the Niagara "TRIDIUM" platform, offering a common supervisor dashboard.
- iv. Provide the necessary hardware, software, and integration services to connect the Alerton system to the N4 Supervisor.

2f. Added or Deleted Sites

- i. At the City of Federal Way's sole discretion, additional sites may be added to or existing sites deleted from the Scope of Work on a Contract Change Order basis. The cost of additional sites shall be determined through negotiation between the City of Federal Way and the Contractor. Deletions will be based on the site's fixed cost as shown in the Contract with no adjustment for Contractor's lost profit or extended overhead.

2g. Deliverables. The selected contractor will be responsible for delivering the following:

- i. Detailed upgrade and integration plan for each facility, including methodologies, schedules, and required equipment.
- ii. Procurement and installation of new controllers, hardware, sensors, front-end control systems, and integration devices as specified; as well as any additional components required for the upgrade and integration.
- iii. Testing and commissioning of the upgraded controllers to ensure proper functionality and seamless integration with the existing systems.
- iv. Plan and provide 9 one-hour trainings, in person, to be completed by December 31, 2024. Trainings will be divided into 3 trainings at each facility for City staff on the newly upgraded controllers and their operation and maintenance and will be a minimum of one hour in length per facility.
- v. Documentation including as-built drawings, user manuals, and system configurations, to be delivered by December 31, 2024.

2h. Timeline: Please provide an estimated timeline for project completion and timelines for each phase of the project, including, but not limited to, procurement, installation, testing, commissioning, and training.

3. SCOPE OF WORK – PART II - PREVENTATIVE MAINTENANCE:

3a. Typically, all but a few pieces of equipment require only Quarterly and/or Annual maintenance and inspections, but the Contractor is responsible for identifying any unit manufacturer's requirements that might vary from that schedule. The Contractor shall start with an annual

inspection which shall include a full report on each piece of equipment at each location to operate as a baseline for the work. The report shall include complete data information of existing conditions. This report shall be completed and delivered to the City within one hundred twenty (120) days of the Contract execution. Submittal and acceptance of this report shall constitute a major payment milestone.

- 3b. The preventative maintenance work shall be performed at regular intervals on mutually agreed upon dates, Contractor shall provide a 7-14 day lead time, according to the following schedule;
- i. **Quarterly:** First Quarter (Q1): January through March; Second Quarter (Q2): April through June; Third Quarter (Q3): July through September; Fourth Quarter (Q4): October through December.
 - ii. **Annually:** Start of Contract through end of the first year.
 - iii. **Completion:** Contractor will staff appropriately and complete all maintenance in the first month of the above stated quarters.
- 3c. Tasks
- i. Each inspection shall include any and all manufacturer's recommended maintenance service tasks and any additional industry recognized standards and/or procedures. These tasks and procedures shall be included on an inspection checklist provided by the Contractor and filled out by the Contractor's technician.
 - ii. Budget: Interested contractors should provide a detailed breakdown of the budget, including costs for equipment, installation, integration, testing, and any other relevant expenses.

4. SCOPE OF WORK - PART III – PERFORMANCE MANAGEMENT DETAILS:

- 4a. Basic Services – Performance Management Analytics
- i. The Contractor shall install (FDD) fault detection and energy saving analytics software to facilitate the performance management of all facilities listed above to meet Washington State Legislation on Clean Energy Transformation Act (CETA) as provided for in RCW 19.27A.
 - ii. On regular (daily, weekly, monthly & annual) intervals, system variables must be changed, particularly during the spring and fall seasons, and may include adjusting room temperature, outside air percentage, hydronic system water temperatures, damper positions, etc. These or any other adjustments of system variables which may be made remotely (without a visit to the site) shall be considered part of Basic Performance Management Services and shall be performed upon request by the City at no additional charge. These changes must be made within a 24hr. Window to avoid comfort issues in the facilities and monitor the set point changes to determine if the problem has been resolved or if a site visit is necessary to resolve the problem.
- 4b. Contractor Supplied Equipment
- i. Calibration: The Contractor shall provide all equipment and instruments necessary for the completion of each task. All equipment and instruments shall be maintained in a professional, first class manner. For equipment that requires calibration, the calibration shall be current and the Contractor shall be able to provide proof of calibration to the Owner's representative upon request.

The City anticipates awarding this project to the successful bidder and intends to give Notice to Proceed as soon as the Contract and all required documents are executed in full. Regardless of the date of award or Notice to Proceed, the Contractor must complete all work component upgrades within 164 working days. Contractor must complete the preventative maintenance schedule and performance management services outlined in Part III within 248 working days immediately following the completion of the component upgrades.

BID DOCUMENTS: Plans, Specifications, Addenda, and plan holders list are available on-line at <https://www.cityoffederalway.com/bids>

QUESTIONS: Any questions must be directed to Jason Gerwen, Deputy Parks Director, by email at jason.gerwen@cityoffederalway.com, or by letter addressed to same. Questions must be received by the City no later than 5:00 p.m. three business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of bids.

PRE-BID MEETING: An informational meeting will be held Tuesday, August 15, 2023, at 1:00 p.m. at City Council Chambers, City Hall, 33325 8th Avenue S, Federal Way, Washington, to discuss the project. All prospective bidders are required to attend.

OTHER PROVISIONS: All bids and this Project shall be governed by the Contract, as defined by the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction 2023(Standard Specifications), which is incorporated by this reference as though set forth in full.

All bid proposals shall be in accordance with the Contract and all bid proposals shall be accompanied by a bid deposit or bond in the amount required in the Contract. Forfeiture of the proposal bond or deposit to the City shall be in accordance with the Contract.

The recipient, in accordance with Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. The City encourages minority and women-owned firms to submit bids consistent with the City's policy to ensure that such firms are afforded the maximum practicable opportunity to compete for and obtain public contracts.

The City of Federal Way reserves the right to reject any and all bids, waive any informalities or minor irregularities in the bidding, and determine which bid or bidder meets the criteria set forth in the bid documents.

DATES OF PUBLICATION:

Federal Way Mirror

Publish _____, 20__ and _____, 20__

INSTRUCTIONS TO BIDDERS & CHECKLISTS

(1) ADVERTISEMENT FOR BIDS AND CONTRACT DOCUMENTS

The Advertisement for Bids and Contract Documents contain bidder instructions that must be complied with.

(2) EXAMINATION OF BID AND CONTRACT DOCUMENTS – BIDDER RESPONSIBILITIES

The submission of a bid shall constitute an acknowledgment upon which the City may rely that the bidder has thoroughly examined and is familiar with the bid and Contract Documents, the Project site, the availability of materials and labor, publically available information, and has reviewed and inspected all applicable federal, state, and local statutes, regulations, ordinances and resolutions dealing with or related to the equipment and/or services to be provided herein. The failure or neglect of a bidder to examine such documents, statutes, regulations, ordinances or resolutions shall in no way relieve the bidder from any obligations with respect to the bidder's bid or the contract documents. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, statutes, regulations, ordinances or resolutions. Bidders shall visit delivery and service locations(s) as required. Bidders shall become familiar with and verify any environmental factors, which may impact current or future prices for this requirement.

(3) INTERPRETATION OF BID AND CONTRACT DOCUMENTS

No oral clarifications, interpretations, or representation will be made to any bidder as to the meaning of the bid or Contract Documents. Bidders shall not rely upon any oral statement or conversation they may have with City's employees, agents, representatives, consultants, or design professionals regarding the Contract Documents, whether at the pre-bid meeting or otherwise and no oral communications will be binding upon the City. Any questions must be directed to Jason Gerwen, Deputy Parks Director, by email at Jason.gerwen@cityoffederalway.com, or by letter addressed to same. The questions must be received by the City no later than 5:00 p.m. three business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their bids. Any interpretation deemed necessary by the City will be in the form of an Addendum to the bid documents and when issued will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such Addenda shall become part of the bid.

(4) BID PRICE

The bid price shall include everything necessary for the completion of the Contract and the Work including, but not limited to, furnishing all materials, equipment, tools, freight charges, facilities and all management, superintendence, labor and service, except as may be provided otherwise in the Contract Documents. All Washington State sales tax and all other government taxes, assessments and charges shall be included in the various Bid item prices as required by law. The offer shall remain in effect ninety (90) days after the bid opening.

(5) POSTPONEMENT OF BID OPENING

The City reserves the right to postpone the date and time for the opening of bids by Addendum at any time prior to the bid opening date and time announced in these documents.

(6) REJECTION OF BIDS

The City reserves the right to reject any bid for any reason including, but not limited to, the reasons listed in Special Provisions Section 1-02.13. The City further reserves the right to reject any portion of any bid and/or to reject all bids. In consideration for the City's review and evaluation of its bid, the bidder waives and releases any claims against the City arising from any rejection of any or all bids. If, in the opinion of the City, there is reason to believe that collusion exists among bidders, none of the bids of the participants in such collusion will be considered.

(7) RECYCLED PRODUCTS

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The Contractor shall use recycled paper for proposals and for any printed or photocopied material created pursuant to a contract with the City whenever practicable and use both sides of paper sheets for reports submitted to the City whenever practicable.

(8) BIDDER'S CHECKLIST

The bidder's attention is especially called to the following forms, which must be executed in full as required. Failure to comply may result in rejection of any bid not so complying.

- Bid Proposal**: The Bid Proposal shall be completed and fully executed, including filling in the total bid amount.
- Bid Bond**: This form is to be executed by the bidder (and the surety company as appropriate, depending upon the option selected by the bidder).
- Subcontractor List**: The Subcontractor List shall be filled in by the bidder.
- Contractor Certification – Wage Law Compliance**: This form shall be filled in and fully executed by the bidder.
- Proposal for Incorporating Recycled Materials**: This form shall be filled in and executed by the bidder.
- Apprenticeship Plan**: This form shall be filled in by the bidder.

(9) CONTRACT CHECKLIST

The following documents are to be executed and delivered to the City after the Bid is awarded:

- Public Works Contract**: The successful bidder will fully execute and deliver to the City the Public Works Contract ("Contract"), a sample is provided in the Bid Documents.
- Certificate of Insurance**: The successful bidder will provide a Certificate of Insurance evidencing the insurance requirement set forth in the Contract.
- Performance/Payment Bond**: The successful bidder will provide a fully executed Performance/Payment Bond as appropriate.
- Contractor's Retainage Option**: The successful bidder will fully execute and deliver to the City the Contractor's Retainage Option.
- Contractor's Retainage Bond**: If the retainage bond option is chosen, then the successful bidder will fully execute and deliver to the City the Contractor's Retainage Bond.
- Business License**: The successful bidder will provide a copy of a current Business License with the City of Federal Way.

BID PROPOSAL
HVAC CONTROLS UPGRADE & PERFORMANCE MANAGEMENT SERVICES

PROPOSAL SUBMITTED TO:

City of Federal Way
33325 8th Ave South
Federal Way, Washington 98003-6325

PROPOSAL SUBMITTED BY:

Bidder: _____
Full Legal Name of Firm

Contact: _____
Individual with Legal Authority to sign Bid and Contract

Address: _____
Street Address

City, State Zip

Phone: _____

E-Mail: _____

- Select One of the Following:
- Corporation
 - Partnership.
 - Individual
 - Other

State Contractor's License No.: _____

State Contractor's License Expiration Date: _____ / _____ / _____
Month Day Year

State UBI No.: _____

State Worker's Comp. Account No.: _____

NOTE: All entries shall be written in ink or typed. Unit prices for all items, all extensions, and total amount of bid shall be shown. Enter unit prices in numerical figures only, in dollars and cents to two (2) decimal places (including for whole dollar amounts). All figures must be clearly legible. Bids with illegible figures in the unit price column will be regarded as nonresponsive. Where conflict occurs between the unit price and the total amount specified for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. The Bidder shall complete this entire Bid Form or this bid may be considered non-responsive. The City may correct obvious mathematical errors. The City of Federal Way reserves the right to reject any and all bids, waive any informalities or minor irregularities in the bidding, and determine which bid or bidder meets the criteria set forth in the bid documents.

SCHEDULE A: HVAC CONTROL UPGRADES & PERFORMANCE MAINTENANCE SERVICES						
<i>All unit prices shall NOT include applicable sales tax.</i>						
<i>Sales tax should be applied to the subtotal for this bid schedule.</i>						
Item No.	Spec. Div.	Bid Item Description	Unit	Plan Qty	Unit Price	Amount
1		SCOPE OF WORK – PART 1 – HVAC CONTROLS UPGRADES	LS	1	\$	\$
2		SCOPE OF WORK – PART II – PREVENTATIVE MAINTENANCE	LS	1	\$	\$
3		SCOPE OF WORK – PART III – PERFORMANCE MANAGEMENT DETAILS	LS	1	\$	\$
SUBTOTAL – SCHEDULE A						\$
SALES TAX (10.1%)						\$
TOTAL – SCHEDULE A						\$

BID SUMMARY

The documents incorporated by reference, as if fully set forth, are the Advertisement for Bids, the Instructions to Bidders and Checklists, the Contractor’s Bid Proposal (including all forms and supplemental information listed on the Bidders Checklist), the Contract Documents (including Project Plans, Specifications, and all Appendices, Amendments, and Supplemental Reports & Information), the Contract Provisions (including all forms and supplemental information listed on the Contract Checklist), the version of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction identified herein, and any other documents provided to bidders and/or referenced in or referred to by the Contract Documents.

Pursuant to and in compliance with the Advertisement for Bids for the Project, and other documents relating thereto, the undersigned has carefully examined all of the bid and contract documents, considered conditions which may affect the delivery, supply and maintenance for the Project, and hereby proposes to furnish all labor, materials and perform all work as required in strict accordance with the contract documents, for the referenced bid amount, inclusive of Washington State sales tax and all other government taxes, assessments and charges as required by law.

NON-COLLUSION AFFIDAVIT

CITY OF FEDERAL WAY

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By signing this proposal, the undersigned acknowledges that the person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this project.

To report rigging activities, call 1-800-424-9071. The U.S. Department of Transportation (USDOT) operates the toll-free hotline Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder 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.

CONFLICTS OF INTEREST, GRATUITIES, & NON-COMPETITIVE PRACTICES

By signing this proposal, the undersigned agrees as follows:

- (1) That it has no direct or indirect pecuniary or proprietary interest, that it shall not acquire any interest which conflicts in any manner or degree with the work, services, equipment or materials required to be performed and/or provided under this contract and that it shall not employ any person or agent having any such interests. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City may require; and
- (2) That no person or selling agency except bona fide employees or designated agents or representatives of the Contractor have been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
- (3) That no gratuities in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the City or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

AFFIDAVIT OF ELIGIBILITY

The Contractor certifies that it is properly licensed and registered under the laws of the State of Washington and has not been determined to have been in violation of RCW 50.12.070(1)(b), RCW 51.16.070(1)(b), or RCW 82.32.070(2) within the last two years. The Contractor further certifies that it has not been determined, within the last one year, to have committed any combination of two of the following violations or infractions within a five-year period: (1) Violated RCW 51.48.020(1) or 51.48.103; or (2) Committed an infraction or violation under Chapter 18.27 RCW.

CERTIFICATION OF LAWFUL EMPLOYMENT

The Contractor hereby certifies that it has complied with all provisions of the Immigration and Nationality Act now or as herein after amended, 8 U.S.C. 1101 et. Seq., and that all employees, including subcontractor employees, are lawfully permitted to perform work in the United States as provided in this agreement with the City of Federal Way.

Receipt of the following Addendums is hereby acknowledged:

Addendum No. ____	Date Issued: _____
Addendum No. ____	Date Issued: _____
Addendum No. ____	Date Issued: _____

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The undersigned individual represents and warrants that he or she is dully authorized to execute the bid and all bid documents on behalf of any partnership, joint venture or corporation.

By: _____
Signature

Printed Name

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Signature of Notary

Printed name of Notary
Notary Public in and for the State of Washington
My commission expires: _____

BID BOND
HVAC CONTROLS UPGRADE & PERFORMANCE MANAGEMENT SERVICES

OPTION 1: BID BOND DEPOSIT

Attached is a deposit in the form of a certified check, cashier’s check, or cash in the amount of \$ _____, which amount is not less than five percent (5%) of the total bid.

Principal – Signature of Authorized Official *Date*

Title

—OR—

OPTION 2: BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Federal Way, as Obligee, in the sum of five (5) percent of the total amount of the bid proposal for the payment of which the Principal and the Surety bond themselves, their heirs and executors, administrators, successors and assigns, jointly and severally, by these presents.

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

SIGNED, SEALED AND DATED THIS ____ DAY OF _____, 20____.

Principal – Signature of Authorized Official

Surety – Attorney in Fact
(Attach Power of Attorney)

Title

Name and Address of Local Office/Agent of Surety Company is:

SUBCONTRACTOR LIST



Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name _____

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

* Bidder's are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

DOT Form 271-015
Revised 06/2020

CONTRACTOR WAGE LAW COMPLIANCE CERTIFICATION

FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD.

I hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has **NOT** been determined by a final and binding citation and notice of assessment issued by the Washington State 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 Chapters 49.46, 49.48, and 49.52 RCW within three (3) years prior to the date of the Request for Bids.

Bidder Name: _____
Print Full Legal Name of Firm

By: _____
Signature of Authorized Person

Print Name of Person Making Certifications for Firm

Title: _____
Title of Person Signing Certificate

Place: _____
Print City and State Where Signed

Date: _____

PROPOSAL FOR INCORPORATING RECYCLED MATERIALS



APWA-WA Division 1 Committee

rev. 1/8/2016

Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: _____ percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: _____

Signature of Authorized Official: _____

Date: _____

SAMPLE PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT ("Contract") is dated effective this ____ day of _____, 20__ and is made by and between the City of Federal Way, a Washington municipal corporation ("City or Owner"), and _____, a _____ ("Contractor"), for the project known as _____ (the "Project").

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work necessary to complete the Project; and

B. The Contractor has the requisite skill and experience to perform such work.

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

1. SERVICES BY CONTRACTOR

Contractor shall perform all Work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the Project. Contractor shall perform the Work in a manner consistent with accepted practices for other properly licensed contractors and in accordance with and as described in the Contract Documents, which Work shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Mayor or his or her designee.

2. TERM

2.1 This Contract shall commence on the effective date of this Contract and continue until the Project is formally accepted as complete by the City Council, Notice of Project Completion is filed with State agencies, and all bonds for the Project are released by the City.

2.2 The Contractor must complete the Work in accordance with the number of Working Days for the Project as identified in the Contract Documents. With regard to obtaining Substantial Completion and the Completion Date by the Contractor, time is of the essence. In the event the Work is not substantially completed within the time specified in the Contract Documents, Contractor agrees to pay to the City liquidated damages in the amount set forth in the Contract Documents. The Parties acknowledge that delays inconvenience the public and cost taxpayers undue sums of money, adding time needed for administration, inspection, and supervision of the Project and diverting City resources from other projects and obligations.

2.3 If the Contractor is unreasonably delayed by others, notification shall be made in writing to the Engineer in accordance with the Contract Documents. Any request for a time extension or additional compensation (including expectancy or consequential damages) allegedly resulting from such delay shall be made in accordance with the procedures of the Contract Documents. Failure to follow the notice procedures in the Contract Documents is a full and complete waiver of Contractor's right to additional time, money, damages, or other relief (including expectancy or consequential damages) as a result of the event or condition giving rise to such request.

3. COMPENSATION

3.1 In consideration of the Contractor performing the Work, the City agrees to pay the Contractor an amount not to exceed _____ and ____/100 Dollars (\$ _____), which amount shall constitute full and complete payment by the City ("Total Compensation"). The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.

3.2 The City shall pay the Contractor for Work performed under this Contract as detailed in the Bid Proposal, which is incorporated herein and made a part hereof by this reference, and as detailed in the Contract Documents. The City shall have the right to withhold payment to the Contractor for any of the Work not completed in a satisfactory manner, in the City's sole and absolute discretion, which shall be withheld until such

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time as Contractor modifies or repairs the Work so that the Work is acceptable to the City. Payment to the Contractor for partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

3.3 In addition to the requirements set forth in the Contract Documents, the Contractor shall maintain Project cost records by cost codes and shall contemporaneously segregate and separately record, at the time incurred, all costs (1) directly associated with each work activity, (2) directly or indirectly resulting from any event, occurrence, condition, or direction for which Contractor seeks an adjustment in Contract price Contract time, or related to any other Claim or protest. Any work performed for which Contractor intends to seek an adjustment in Contract Price or Contract Time, or related to any other Claim or protest, shall be recorded on the same day the work is performed and kept separate so as to distinguish it from Contract Work.

4. INDEPENDENT CONTRACTOR

4.1 It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall not conduct itself as nor claim to be an officer or employee of the City. The Contractor shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Contractor may or will be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Nothing contained in this Contract shall create a contractual or direct relationship with or a cause of action in favor of a Subcontractor or third party against the City, or by the Contractor against the Engineer, or against any of their agents, employees, engineers, or consultants.

4.2 If the Contractor is a sole proprietorship or if this is a contract with an individual, the contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

5. INDEMNIFICATION

5.1 Contractor Indemnification.

5.1.1 The Contractor shall indemnify, defend, and hold the City, its elected officials, officers, employees, agents, consultants, and volunteers (collectively "the Indemnified Parties") harmless from any costs or losses, and pay and damages or judgments, related to any claim brought by any person employed in any capacity by the Contractor or subcontractor or supplier (of any tier) performing the Work, with respect to the payment of wages, salaries, or other compensation or benefits including but not limited to benefits such as medical, health, retirement, vacation, sick leave, etc.

5.1.2. To the fullest extent permitted by law, the Contractor shall defend, release, indemnify, and hold harmless the City and the Indemnified Parties for, from, and against any and all claims, demands, losses, costs, damages, suits, actions, expenses, fines, penalties, response costs, and liabilities (including costs and all attorney and expert fees and internal personnel costs of investigation) of whatsoever kind or nature to the extent arising from, resulting from, connected with, or incident to the Contractor's performance or failure to perform this Contract or the Work or its breach of this Contract; provided, however, that if the provisions of RCW 4.24.155 apply to the Work and any injuries to persons or property arising out of the performance of this Contract are caused by or result from the concurrent negligence of the Contractor or its subcontractors, agents, employees, or anyone for whom they are legally liable, and an Indemnified Party, the indemnification and defense obligations under this Section 5.1.2 apply only to the extent of the negligence of the Contractor, its subcontractors, agents, employees, and anyone for whom they are legally liable.

5.1.3 Contractor specifically assumes potential liability for actions brought by the Contractor's own employees or former employees against any Indemnified Party, and for that purpose Contractor waives any

immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. Provided, however, the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by any Indemnified party, and does not include, or extend to, any claims by the Contractor's employee directly against the Contractor. The Contractor recognizes that this waiver was specifically entered into.

5.2 Contractor Release. Any deviation, alteration, variation, addition, or omission in the Work by Contractor from the Contract Documents shall preclude Contractor from bringing any Claim or request for additional time or compensation on the basis of an alleged defect or error in the Contract Documents related to or arising, in any way, from that deviation, alteration, variation, addition, or omission. The Contractor further warrants that any alteration, variation, deletion, or omission fully complies with or exceeds all requirements of the Contract Documents and assumes all risk thereof.

5.3 Survival. The provisions of this Section shall (1) survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination, final payment hereunder, and any applicable statute of repose with respect to claims, fines, costs or damages brought or made against any Indemnified Party; (2) shall not be limited by RCW 4.16326(g); and (3) are in addition to any other rights or remedies which the City and/or any of the Indemnified Parties may have by law or under this Contract.

5.4 Offset. In the event of any claim or demand made against any Indemnified Party hereunder, the City may, in its sole discretion, reserve, retain or apply any monies due to the Contractor under the Contract or any other agreement or contract with the City for the purpose of resolving such claims; provided, however, that the City may, in the City's sole discretion, release such funds if the Contractor provides the City with adequate assurance of the protection of the City's and the other Indemnified Parties interests.

5.5 The Contractor shall ensure that each Subcontract includes a provision requiring each Subcontractor to indemnify and defend the City and the Indemnified Parties in the same manner, to the same extent, and for the same duration as Contractor agrees to indemnify and defend the City and the Indemnified Parties in this Section 5.

6. OWNERSHIP OF DOCUMENTS

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work, whether or not required to be furnished to the City, shall become the property of the City, shall be delivered to the City at its request, and may be used by the City without restriction.

7. PATENTS, COPYRIGHTS, AND RIGHTS IN DATA

7.1 Any patentable result or material suitable for copyright arising out of this Contract shall be owned by and made available to the City for public use, unless the City shall, in a specific case where it is legally permissible, determine that it is in the public interest that it not be so owned or available.

7.2 The Contractor agrees that the ownership of any plans, drawings, designs, specifications, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data"), is hereby irrevocably transferred and assigned to the City and shall be vested in the City or such other local, state or federal agency, if any, as may be provided by separate contract with the City. The Contractor shall execute and deliver such instruments and take such other action(s) as may be requested by the City to perfect or protect the City's rights to such Subject Data and work product, and to perfect the assignments and transfers contemplated in Sections 6 and 7.

7.3 All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the City, shall carry such notations on the front cover or a title page (or in such case of maps, in the same block) as may be requested by the City. The Contractor shall also place their endorsement on all Subject Data furnished by them. All such identification details shall be subject to approval by the City prior to printing.

7.4 The Contractor shall ensure that substantially the foregoing paragraphs in Sections 6 and 7 are included in each subcontract for the work on the Project.

8. GENERAL PROVISIONS

8.1 Entire Contract. The Contract Documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose. In entering into this Contract, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action or agreement of the other party except for those expressly contained in the Contract Documents.

8.2 Documents. The documents incorporated by reference, as if fully set forth in this Contract, are the Advertisement for Bids, the Instructions to Bidders and Checklists, the Contractor's Bid Proposal (including all forms and supplemental information listed on the Bidders Checklist), the Contract Documents (including Project Plans, Specifications, and all Appendices, Amendments, and Supplemental Reports & Information), the Contract Provisions (including all forms and supplemental information listed on the Contract Checklist), the version of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction identified herein, and any other documents provided to bidders and/or referenced in or referred to by the Contract Documents.

8.3 Modification. No provisions of this Contract, including this provision, may be amended or added to except by agreement in writing signed by the Parties or their respective successors in interest in accordance with the Contract Documents.

8.4 Change Orders. In addition to its rights under the Contract Documents, the City may unilaterally issue a Change Order at any time making changes within the general scope of the Contract, without invalidating the Contract and without providing notice to sureties. The City's issuance of a unilateral Change Order shall not be construed as a waiver of any rights afforded the City, including its right to reject a prior protest or request for change or Claim due to untimeliness or the Contractor's failure to fully comply with the requirements of the Contract Documents, or to void the unilateral Change Order due to unilateral mistake, misrepresentation, or fraud.

8.5 Total Cost Method / Claims. In no event shall a Total Cost Method or a modified Total Cost Method be used by the Contractor to calculate any adjustments to the Contract price. For the purpose of this provision, any cost method, or variety of cost methods, using the difference between the actual cost of the Work and the Bid or Contract price of the Work to calculate any additional compensation or money owed to the Contractor shall be considered a Total Cost Method. In addition, the City shall not be responsible for, and the Contractor shall not be entitled to, any compensation for unallowable costs. Unallowable costs include, but are not limited to: (i) interest or attorneys' fees, except as mandated by statute; (ii) Claim preparation or filing costs; (iii) the costs of preparing notices or protests; (iv) lost profits, lost income, or lost earnings; (v) costs for idle equipment when such equipment is not at the Site, has not been employed in the Work, or is not scheduled to be used at the Site; (vi) claims consulting costs; (vii) expert fees and costs; (viii) loss of other business; and/or (ix) any other special, consequential, expectancy, incidental, or indirect damages incurred by the Contractor, Subcontractors, or suppliers.

8.6 Warranties and Guarantees. In addition to the requirements of the Contract Documents, the Contractor warrants that all portions of the Work that will be covered by a manufacturer's or supplier's guarantee or warranty shall be performed in such a manner so as to preserve all rights under such guarantees or warranties. If the City attempts to enforce a claim based upon a manufacturer's or supplier's guarantee or warranty and such manufacturer or supplier refuses to honor such guarantee or warranty based, in whole or in

part, on a claim of defective installation by the Contractor or a Subcontractor, the Contractor shall be responsible for any resulting loss or damage, and repairs, incurred by the City as a result of the manufacturer's or supplier's refusal to honor such guarantee or warranty. This obligation survives termination of this Contract.

8.7 Full Force and Effect. Any provision of this Contract, which is declared invalid, void or illegal, shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

8.8 Assignment. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract.

8.9 Successors In Interest. Subject to the preceding Subsection, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns.

8.10 Time Limitation and Venue. For the convenience of the Parties to the Contract it is mutually agreed by the Parties that any claims, causes of action, or disputes which the Contractor has against the City arising from the Contract shall be brought within the following time period: (i) 180 calendar days from the date of Substantial Completion for those claims, causes of action, or disputes arising prior to the date of Substantial Completion, and (ii) 180 calendar days from the date of Final Acceptance of the Contract by the City for those claims, causes of action, or dispute arising after the date of Substantial Completion. It is further agreed that the venue for any claim, cause of action, or dispute related to this Contract shall be King County, Washington, which shall have exclusive jurisdiction over any such case, controversy, or dispute. The Parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the Parties that when any claims, causes of action, or disputes which the Contractor asserts against the City arising from the Contract are filed with the City or initiated in court, the Contractor shall permit the City to have timely access to any records deemed necessary by the City to assist in evaluating the claims, action, or dispute.

8.11 No Waiver. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

8.12 Sole Authority/Discretion/Judgment. Where the Contract Documents provide the City or its Engineer with "sole" authority, discretion, or judgment, such authority, discretion, or judgment shall be considered unconditional and absolute.

8.13 Governing Law. This Contract shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

8.14 Authority. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Contract on behalf of the Contractor or City.

8.15 Engineer/Project Manager. The Engineer/Project Manager is the City's representative who directly supervises the administration of a construction Contract. The Engineer/Project Manager's authorities, duties, and responsibilities are limited to those specifically identified in the Contract Documents. Designation of an individual or entity as the Engineer for the Project is solely to identify the representative of the City as the entity to act as the Engineer/Project Manager as described in the Contract Documents. Using the term "engineer" does not imply that such entity or person is a licensed professional engineer or an engineering company and does not import any additional obligations upon the actions of the Engineer/Project Manager that may govern licensed professional engineers when performing engineering services.

The Project Manager for this Project is designated as: Jason Gerwen, Deputy Parks Director

8.16 Notices. Any notices required to be given to Contractor or to the Project Manager shall be delivered to the Parties at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth herein. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

CONTRACTOR: Company
 Attn: Individual to receive notices
 Street Address
 City, State, Zip

PROJECT MANANGER: City of Federal Way
 Attn: Jason Gerwen
 33325 8th Ave S
 Federal Way, WA 98003

8.17 Captions. The respective captions of the Sections of this Contract are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Contract.

8.18 Performance. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

8.19 Compliance with Ethics Code. If a violation of the City's Ethics Resolution No. 91-54, as amended, occurs as a result of the formation and/or performance of this Contract, this Contract may be rendered null and void, at the City's option.

9. PERFORMANCE/PAYMENT BOND

Pursuant to RCW 39.08.010, the Contractor's payment and performance bonds must be conditioned upon: (i) faithful performance of all of the provisions of the Contract, including warranty obligations; (ii) the payment of all laborers, mechanics, Subcontractors, and Suppliers, and all persons who supply such persons with provisions or supplies in carrying out the Work; and (iii) payment of any taxes, liabilities, increases, or penalties incurred on the Project under Titles 50, 51, and 82 RCW which may be due on (a) projects referred to in RCW 60.28.011(1)(b), and (b) projects for which the bond is conditioned on the payment of such taxes, liabilities, increases, or penalties. Contractor's obligations under this Contract shall not be limited to the dollar amount of the bond.

DATED the day and year set forth above.

CITY OF FEDERAL WAY:

CONTRACTOR:

Jim Ferrell, Mayor
33325 8th Avenue South
Federal Way, WA 98003-6325

Signature of Authorized Individual

Printed Name of Authorized Individual

ATTEST:

Street Address

CITY OF FEDERAL WAY

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Stephanie Courtney, CMC, City Clerk

APPROVED AS TO FORM:

City, State, Zip

J. Ryan Call, City Attorney

NOTARY OF CONTRACTOR'S SIGNATURE:

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

STAFF - USE FOR CORPORATE NOTARY OR DELETE & REPLACE WITH INDIVIDUAL NOTARY.

On this day personally appeared before me _____, to me known to be the _____ of _____ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

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

(typed/printed name of notary)
Notary Public in and for the State of Washington.
My commission expires _____

STAFF - USE FOR INDIVIDUAL NOTARY OR DELETE.

On this day personally appeared before me, _____, to me known to be the individual described in and who executed the foregoing instrument, and on oath swore that they executed the foregoing instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

(typed/printed name of notary)
Notary Public in and for the State of Washington.
My commission expires _____

SAMPLE CONTRACT CHANGE ORDER

PROJECT NUMBER _____ AGREEMENT NUMBER _____ CHANGE ORDER NUMBER _____ EFFECTIVE DATE _____

HVAC CONTROLS UPGRADE & PERFORMANCE MANAGEMENT SERVICES _____ CONTRACTOR _____

SUMMARY OF PROPOSED CHANGES:

This Change Order covers the work changes summarized below:

The time provided for completion in the Contract is

- Unchanged
- Increased by ___ Working Day(s)
- Decreased by ___ Working Day(s)

This Document shall become an Amendment to the Contract and all provisions of the Contract not amended herein will apply to this Change Order.

Will this change affect expiration or extent of Insurance coverage? Yes No
If "Yes" Will the Policies Be Extended? Yes No

MODIFICATIONS TO UNIT PRICES:

<u>ITEM NO.</u>	<u>ITEM</u>	<u>QTY</u>	<u>PREVIOUS UNIT PRICE</u>	<u>REVISED UNIT PRICE</u>	<u>ADD OR DELETE</u>
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THESE ITEMS ARE APPROXIMATE OR ESTIMATED QUANTITIES INVOLVED IN THIS CHANGE:

<u>ITEM NO.</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>ADD OR DELETE</u>
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TOTAL NET CONTRACT: INCREASE \$ DECREASE \$

DEPARTMENT RECAP TO DATE:

ORIGINAL CONTRACT AMOUNT	\$ _____
PREVIOUS CHANGE ORDERS	\$ _____
THIS CHANGE ORDER	\$ _____
NEW CONTRACT AMOUNT	\$ _____

STATEMENT:

Payment for the above work will be in accordance with applicable portions of the standard specifications, and with the understanding that all materials, workmanship and measurements shall be in accordance with the provisions of the standard specifications, the contract plans, and the special provisions governing the types of

CITY OF FEDERAL WAY

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construction. The execution of this Change Order shall constitute full satisfaction and a waiver of any and all claims by the Contractor arising out of, or relating in any way to, the Work identified, to be performed, or deleted pursuant to Change Order except as specifically described in this Change Order.

CONTRACTOR'S SIGNATURE DATE

PUBLIC WORKS DIRECTOR DATE

*Contract Change Order
provided for Contractor's
reference. Change orders
executed during the project
will use this form.*

CERTIFICATE OF INSURANCE

*Contractor's Certificate of
Insurance to be inserted
here during Contract
Execution*

PERFORMANCE AND PAYMENT BOND
HVAC CONTROLS UPGRADE & PERFORMANCE MANAGEMENT SERVICES

The City of Federal Way ("City") has awarded to _____ ("Principal"), a contract for the construction of the above referenced project, and said Principal is required to furnish a bond for performance of all obligations under the Contract and for payment in accord with Chapter 39.08 Revised Code of Washington (RCW) and (where applicable) Chapter 60.28 RCW.

The Principal, and _____ ("Surety"), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Federal Way, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall:

- 1) Well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect; and
- 2) Pay all persons in accordance with Chapters 39.08, 39.12, and 60.28 RCW including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond shall be signed by duly authorized officers and will only be accepted if accompanied by a fully executed, original power of attorney for the office executing on behalf of the surety.

PRINCIPAL:

SURETY:

Principal Signature *Date*

Surety Signature *Date*

Printed Name

Printed Name

Title

Title

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LOCAL OFFICE/AGENT OF SURETY:

Name

Street Address

City, State, Zip

Telephone

BOND NO.: _____

APPROVED AS TO FORM: _____
J. Ryan Call, City Attorney

CONTRACTOR'S RETAINAGE OPTION

IDENTIFICATION AND DESCRIPTION

Project Title: HVAC CONTROLS UPGRADE & PERFORMANCE MANAGEMENT SERVICES

RFB No: _____

Contractor: _____

GENERAL REQUIREMENTS

1. In accordance with applicable State Statutes, a contract retainage not to exceed five percent of the moneys earned by the contractor will be reserved by the City.
2. All investments selected are subject to City approval.
3. The final disposition of the contract retainage will be made in accordance with applicable State Statutes.

CONTRACTOR'S INSTRUCTIONS

Pursuant to RCW 60.28.011, I hereby notify the City of Federal Way of my instructions for the retainage withheld under the terms of this contract:

- Option 1:** Retained in a fund by the City of Federal Way. No interest will be paid to the contractor.
- Option 2:** Deposited in an interest-bearing account in a bank, mutual savings bank, or savings and loan association. Interest paid to the contractor. Contractor shall have the bank (or other) execute a separate "City of Federal Way Retainage Bank Acceptance Agreement" upon contract award. The City will provide the agreement to the Contractor if this option is selected.
- Option 3:** Placed in escrow with a bank or trust company. Contractor shall execute, and have escrow account holder execute a separate "City of Federal Way Construction Retainage Escrow Agreement" upon contract award. The City will provide the agreement to the Contractor if this option is selected. All investments are subject to City approval. The cost of the investment program, and risk thereof, is to be borne entirely by the contractor.
- Option 4:** Contractor shall submit a "Retainage Bond" on City-provided form included in these Contract Documents.

Contractor Signature *Date*

RETAINAGE BOND TO CITY OF FEDERAL WAY
HVAC CONTROLS UPGRADE & PERFORMANCE MANAGEMENT SERVICES

KNOW ALL PERSONS BY THESE PRESENTS that we, the undersigned, _____, as principal ("Principal"), and _____, a Corporation organized and existing under the laws of the State of _____, as a surety Corporation, and qualified under the laws of the State of Washington to become surety upon bonds of Contractors with Municipal Corporations, as surety ("Surety"), are jointly and severally held and firmly bonded to the City of Federal Way ("City") in the penal sum of: _____ (\$ _____) for the payment of which sum we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

A. This obligation is entered into in pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted.

B. Pursuant to proper authorization, the Mayor is authorized to enter into a certain contract with the Principal, providing for the above-referenced Project, which contract is incorporated herein by this reference ("Contract"), and

C. Pursuant to State law, Chapter 60.28 RCW, the City is required to reserve from the monies earned by the Principal pursuant to the contract, a sum not to exceed five percent (5%), said sum to be retained by the City as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or material men who shall perform any labor upon such contract or the doing of such work, and all persons who shall supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work, and the State with the respect to taxes imposed pursuant to Title 82 RCW which may be due from said Principal. Every person performing labor or furnishing supplies towards completion of said improvement or work shall have a lien on said monies so reserved, provided that such notice of the lien of such claimant shall be given in the manner and within the time provided in RCW 39.08.030 as now existing and in accordance with any amendments that may hereafter be provided thereto; and

D. State law further provides that with the consent of the City, the Principal may submit a bond for all or any portion of the amount of funds retained by the public body in a form acceptable to the public body conditioned upon such bond any proceeds therefrom being made subject to all claims and liens and in the same manner and priority as set forth retained percentages pursuant to Chapter 60.28 RCW; and

E. The Principal has accepted, or is about to accept, the Contract, and undertake to perform the work therein provided for in the manner and within the time set forth, for the amount of \$ _____; and

F. The City is prepared to release any required retainage money previously paid by the Principal prior to acceptance and successful operation and fulfillment of all other terms of said contract upon being indemnified by these presents,

NOW, THEREFORE, if the Principal shall perform all the provisions of the Contract in the manner and within the time period prescribed by the City, or within such extensions of time as may be granted under the Contract, and shall pay all laborers, mechanics, subcontractors and material men or women, and all persons who shall supply the Principal or subcontractors with provisions and supplies for the carrying on of said work, and if the Principal shall pay to the State all taxes imposed pursuant to Title 82 RCW which may be due from such Principal as a result of this contract then and in the event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby

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waive notice of any change, extension of time, alterations or additions to the terms of the Contract or to the Work.

The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Retainage Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without consent of the Surety.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Contract, the Surety shall make written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety's evaluation of the dispute is not complete or in the event the Surety disputes the City's claim of default, the Surety shall notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City's declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation to resolve said dispute. The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by Judicial Dispute Resolution, LLC, 1425 Fourth Avenue, Suite 300, Seattle, Washington 98101. The Surety shall not interplead prior to completion of the mediation.

The parties have executed this instrument under their separate seals this _____ day of _____, 20____, the name and corporate seal of each corporate party hereto affixed, and these presents duly signed by its undersigned representatives pursuant to authority of its governing body.

CORPORATE SEAL:

PRINCIPAL:

By: _____

Title: _____

Address: _____

CORPORATE SEAL:

SURETY:

By: _____

*Attorney-in-Fact
(Attach Power of Attorney)*

Title: _____

CITY OF FEDERAL WAY

**HVAC CONTROLS UPGRADES &
PERFORMANCE MANAGEMENT
SERVICES
RFB #23-010**

Address: _____

CERTIFICATES AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal, was _____ of said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary of Principal

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Surety in the within bond; that _____, who signed the said bond on behalf of the Surety, was _____ of the said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary of Surety

APPROVED AS TO FORM:

J. Ryan Call, City Attorney

SPECIAL PROVISIONS

SERVICE CONTRACTOR REQUIREMENTS

1. PROPOSAL SUBMISSION

Contractors interested in submitting a bid for this project must provide the following:

- a. Company profile, including relevant experience in building control upgrades, integrations, and Niagara-based systems.
- b. Description of the proposed approach, methodologies, and technologies for each facility.
- c. Project team qualifications and certifications.
- d. Previous client references for similar projects.

2. QUALIFICATIONS

City of Federal Way reserves the right to request Contractors have certain minimum qualifications they deem necessary to deliver fundamental HVAC, controls and energy performance services. The evaluation chart is designed to help the City of Federal Way select the best contractor that fits their needs.

QUESTION	ANSWER YES OR NO	YES = MAX POINT NO = ZERO POINTS	POINT TOTALIZATION
Do you have a Controls Service Department with Dedicated controls tech? (ONLY for service tasking)		20	
Is your company an approved Energy service company (ESCO) with the State of Washington?		15	
Does your company provide a turnkey project with dedicated controls, engineering, and electrical installation?		10	
Do you subcontract any or all of the tasks listed in Question #3?		- 10	
Are you able to support Honeywell WEBs or Siemens TALON Niagara hardware and software?		10	
Is your company an approved Honeywell ACI contractor or an ELITE Siemens TALON Contractor?		15	
Does your company have experience with Washington State Clean Building Standards, RCW 19.27A.		20	

3. EXPERIENCE

The Contractor shall have a minimum of ten (10) years' experience in HVAC Controls & Performance Management Services with projects of **similar size and scope**. Provide background information (resumes and business references) on the firm and all selected project management individuals. The firm must document its ability to respond twenty-four (24) hours a day, seven (7) days a week.

4. **CONTRACTOR HEALTH AND SAFETY**

In performing the required services, Contractor will often be working in areas occupied by Staff and Patron. Strict safety and health practices are required for all Contractors personnel and any Sub-Contractors employed.

5. **CONTRACTOR'S SCHEDULING**

The Contractor shall provide the Owner with a detailed schedule of service, list exact dates of preventative maintenance service for each location and equipment. This schedule shall be provided to the Owner within thirty (30) days of the Contract execution and shall be maintained monthly by the Contractor with updated copies to the Owner. All scheduled preventative maintenance service shall be performed during normal business hours unless otherwise directed by the Owner.

6. **QUALITY CONTROL**

The Contractor shall provide to the Owner at the time of the bid, a detailed report on the firm's quality control procedures. These procedures shall cover such topics as the quality control of management scheduling and office reports, field reports, extra service quotations, field service technician training and continued education and field service work. The Owner reserves the right to witness and inspect all aspects of the work performed by the Contractor. Any service work found to be unacceptable by the Owner or its agents shall be redone by the Contractor at no additional cost to the Owner.

3.10 **COMPUTER TRACKING SYSTEM**

The Contractor shall have a computer software tracking system to schedule and record maintenance and repairs for each site and unit. This system shall maintain the current Owner unit identification designations. The Contractor will provide reports from this tracking system upon the request of the Owner. The purpose of this system is to provide the Owner with computer database documentation of the reports of service and repair noted in Scope of Work 4a.

3.11 **DIRECT DIGITAL CONTROL SUPPORT, PERFORMANCE MANAGEMENT & FACILITY ANALYTICS SERVICES:**

Energy efficiency is continuing to become an increasing priority within the facilities of the City of Federal Way. The Contractor must have capabilities to benchmark, audit and reduce utility consumption within maintenance agreements and through energy retrofits. Specifically, the Contractor must be able to show how they can reduce consumption using objective-driven commissioning of the building environmental systems and diligent management of the building's energy consuming systems and energy conservation achievements by a Certified Energy Manager (CEM). This is also called "Continuous Commissioning".

Contractor shall include in bid price the following aspects for Facility Analytics Performance Management services, including but not limited to: Software subscription and maintenance fees, monitoring services, analytics monthly report services, fault resolution documentation for utility rebates. If faults are on covered equipment, corrective action to be provided by Contractor under Basic Services; if faults are on non-covered equipment Contractor will submit repair proposal to Owner's representative for approval.

List number of CEMs and give examples of benchmarks, audits, maintenance energy efficiency programs, facility analytics experience and performance management.

4.03 DIRECT DIGITAL CONTROL SUPPORT **(REQUIREMENTS NECESSARY)**

4.03.1 The Owner currently has Honeywell or Siemens Talon Tridium Niagara AX platforms at City Hall and Federal Way Community Center. As part of the upgrades listed in the Scope of Work, these systems will also be implemented at the Performing Arts and Event Center.

The current Tridium control system is a WEB-based IT centric system Tridium based platform that allows the Owner and the Contractor the ability to manage the HVAC systems over the internet using a VPN connection or from any Owner site using the Owner's internal intranet infrastructure. The Tridium system also allows vendor and product neutrality and provides a competitive bidding process regarding mechanical replacements and library expansion upgrades.

Contractor must have a thorough knowledge-base and ability to service, program, and repair the following:

- Honeywell TRIDIUM controls
- Siemens Talon TRIDIUM controls
- Microsoft IT Certified personnel
- Iconics energy analytics and, fault detection
- BlueRidge Lighting Control Systems
- Wattstopper lighting Control Systems

The following additional requirements must also be demonstrated by the Contractor:

- Contractor must have a thorough working knowledge of multi-protocol integration platforms built around a WEB-Based IT centric infrastructure including: BACnet, LonMark, Modbus, HTML-5, Cloud based IT infrastructure.
- Contractor is responsible for protecting the Owner's existing investment as related to existing DDC, lighting, energy performance systems by having a programmer's level knowledge base of all system types within the Owner's portfolio.
- Contractor must have the ability to provide facility management integration and coordination with a two (2) hour response for operational tasking and service related emergencies.
- Contractor must have the ability to provide multiple energy saving solutions through specifically designed programming sequences and ongoing performance management to ensure systems integrity and energy savings meets the Owner's standards and current expectations.
- Contractor must provide the capability to support the Owner's standardized graphical interface protocol and ability to program lower level controllers using specific software toolsets for the varying systems and controllers throughout the Owner's portfolio.

4.03.2 DIRECT DIGITAL CONTROL & PERFORMANCE MANAGEMENT **SPECIAL REQUIREMENTS:**

- Contractor must have a minimum of five (5) certified Tridium AX technicians on staff to provide support for ongoing DDC programming, graphics and sequencing modifications.
- Contractor must have a minimum of two (2) certified Tridium N4 technicians on staff to provide future support for new DDC upgrades.
- Contractor must have a minimum of two (2) certified BlueRidge and Wattstopper lighting control technicians on staff to provide support for ongoing programming, graphical and sequencing modifications.
- Contractor must have a minimum of two (2) certified Iconics or certified energy managers (CEM) with the ability to support existing Iconics facility analytics and fault detection systems.
- Contractor shall provide IT cloud-based management and all associated fees as part of this contract.

Provide background information and copies of all certifications on all selected technicians.