

CITY OF



CONTRACT DOCUMENTS

**HVAC Maintenance Services
2025 - 2028**

Council Members:

Veryl Anderson, Mayor
Kim Lefebvre, Deputy Mayor
Keenan Harvey
Mike Karnofski
Jim Hill
Brian Wood
Lisa Alexander

March 2025

City of Kelso
Community Development Department – Engineering Division

SECTION I

BIDDING DOCUMENTS

- ◆ **Bid Form**
- ◆ **Addenda Acknowledgement**
- ◆ **Non-collusion Declaration**
- ◆ **Bid Deposit Form**
- ◆ **Wage Compliance Certification**
- ◆ **Debarment Certification**



Invitation to Bid

PLEASE BID THE FOLLOWING:

Project Information:

Name: **2025 – 2028 HVAC Maintenance Services**

Bid Submittal Deadline:

Time: **10 am** Date: **April 22, 2025**

This project will be accomplished as a **SMALL WORKS PROJECT** and will be subject to Washington State Prevailing Wage Law. All bidders must meet the requirements of the Small Works Roster prior to submitting a bid and must be listed on our Small Works Roster at time of solicitation. To be placed on our Small Works Roster or to edit your listing please visit www.mrscrosters.org.

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

BID SUBMITTAL OPTIONS:

All proposals must be submitted on the regular form furnished with the specifications in a sealed envelope clearly marked with the name of the bidder, the name of the project, and the date and time of the bid opening and **MUST BE RECEIVED** by the date AND time noted – anything after will not be accepted.

Mail	In Person
City of Kelso Engineering Department Attention: Jessica Henderson PO Box 819 Kelso, WA 98626	City Hall 203 S. Pacific Ave. Suite 205 (2 nd Floor) Kelso, WA 98626

QUESTIONS:

Project Details	Bid Documents
Chris Briones Construction Management Specialist cbriones@kelso.gov 360.762.4598	Jessica Henderson Project Compliance and Contract Specialist jhenderson@kelso.gov 360.577.3373

Bidding Instructions

Bids will be reviewed by the Engineering Department in Kelso City Hall, 203 S. Pacific Ave, 2nd Floor, Kelso, Washington. **Bids are to be submitted to the Engineering Department on the forms provided for this purpose.** However, you may feel free to submit your company specific quote form in conjunction with the provided form. Bids delivered to locations other than as indicated above or received after the designated date and time will not be accepted.

The City will not be responsible for any errors in submissions. Bidders will not be allowed to alter submissions after the submittal deadline. No bidder may withdraw his/her bid after the hour set for the opening thereof, unless the award of contract is delayed for a period exceeding forty-five (45) days. If it is determined to be in the best interest of the City, the City reserves the right to request an extension of bid prices during the review process.

The project will be awarded to the lowest responsible bidder whose bid is responsive conforming to the solicitation. Receipt of official communication from the City will evidence the award of a project. No other act of the City shall constitute award of a project.

MANDATORY BIDDER RESPONSIBILITY

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

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

SUPPLEMENTAL BIDDER RESPONSIBILITY

1. Established HVAC Service and Repair Business

- A. Criterion: The Bidder shall have been in business for a minimum of 10 years.
- B. Documentation: The Bidder, if and when required, shall provide the Owner with documentation showing the number of years the business has been in operation.

2. Number of Employees

- A. Criterion: The Bidder shall have a minimum of 10 full-time employees.
- B. Documentation: The Bidder, if and when required, shall provide the Owner with documentation showing the number of full-time employees employed at the company.

3. Recent Experience

- A. Criterion: The Bidder shall have performed a minimum of 10 similar service contracts within the last 3 years.
- B. Documentation: The Bidder, if and when required, shall provide the Owner with documentation listing similar contracts. The Bidder shall also provide at least 3 references of the Owners of the facilities covered by similar service contracts.

4. Experience with Municipal Entities

- A. Criterion: The Bidder shall have performed service and/or repair work for at least 2 government entities within the last 3 years.
- B. Documentation: The Bidder, if and when required, shall provide the Owner with documentation listing work performed for government entities. The Bidder shall also provide references of the government entities.

As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets the supplemental criteria together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with the Supplemental Criteria. The Contracting Agency reserves the right to request further documentation as needed from the low Bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting

Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

BONDS

Per the City's procurement guidelines, each bid must be accompanied by a bid proposal deposit in the form of a certified check or bidder's bond made payable to the City of Kelso in an amount not less than five percent (5%) of the total bid and shall not be conditioned in any way to modify the minimum five percent (5%) required.

Retainage, Performance and Payment Bonds shall be waived upon award of the contract.

PREVAILING WAGES

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

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

The applicable effective date for prevailing wages for this project is the bid submittal date. A copy of the applicable prevailing wage rates is also available for viewing at the offices of the City. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project. The cost of filing Prevailing Wage forms with the State Department of Labor and Industries shall be at no additional cost to the City.

No payment will be made on this contract until the contractor and each and every subcontractor has submitted a 'Statement of Intent to Pay Prevailing Wages' that has been approved by the Department of Labor and Industries. No final payment nor release of retainage will be made until the contractor and each and every subcontractor has submitted an 'Affidavit of Wages Paid' following L&I filing requirements, and that has been approved by the Department of Labor and Industries. Contractor is responsible for filing forms pursuant to L&I requirements.

ADDITIONAL TERMS AND CONDITIONS

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

Upon notice of award, contractor will obtain a City of Kelso business license.
(<http://bls.dor.wa.gov/cities/Kelso.aspx>)

The bidder shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required within this specification, due to failure to investigate the conditions or become acquainted with all the information concerning the services to be performed.

No obligation to contract – This bid does not obligate the City to contract for the work, service(s), or product(s) specified herein. Owner reserves the right to cancel or reissue this bid in whole or in part, for any reason. Services being bid by the City are nonexclusive in nature, and may be awarded to other Contractors at the sole discretion of the City. The Owner does not guarantee to purchase any specific quantity or dollar amount.

If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the Bidder has a duty to immediately notify the City of such concern and request modification or clarification of the Bid document.

Invitation to Bid Details

Date of Request:	March 26, 2025
Name of Project:	2025-2028 HVAC Maintenance Services
Bid Due Date:	April 22, 2025 @ 10 am
Proposed Start Date:	May 1, 2025
Duration of Project:	3 years plus option for two additional renewal years
Location of Project:	Various locations in Kelso

Pre-bid Walk Through:

April 15, 2025 at 10 am. Meet at 203 S. Pacific Ave, 1st Floor, Kelso, WA
(City Council Chambers)

Scope of Work:

Refer to Invitation to Bid (Supplemental Bidder Criteria), Bid Form, Section IV (General Requirements)

Bidders Checklist

Name of Project: 2025 – 2028 HVAC Maintenance Services

Bids Due: Tuesday, April 22, 2025 @ 10 am

*****DO NOT SUBMIT ANY PAGES EXCEPT THOSE LISTED BELOW*****

Submitted with Bid (unless otherwise identified):

- Bid Form
 - Unit prices are legible and totals = quantities x unit prices
 - Addenda, or lack thereof, acknowledged
 - Company information complete and signed
- Certification of Compliance with Wage Payment Statutes
- Certification Regarding Debarment, Suspension
- Bid Bond
- Supplemental Bidder Responsibility Documentation

Required After Award:

- Certificate of Insurance
- City Business License
- ~~Retainage Bond / Waiver~~
- ~~Payment Bond / Waiver~~
- ~~Performance Bond / Waiver~~
- W9

Billing from and payment to Contractor for HVAC Preventative Maintenance Services shall be on a quarterly basis.

Schedule A – Preventative Maintenance

Item	QTY	Unit	Description	Unit Price Total (Annual)
1	1	Year	Kelso Water Treatment Plant	
2	1	Year	Catlin Hall Senior Center	
3	1	Year	Public Library	
4	1	Year	Kelso Train Depot	
5	1	Year	Kelso Public Works Shops	
6	1	Year	City Hall	
			Subtotal	
			Sales Tax (8.1%)	
			Schedule A - Total	

Schedule B – On Call Repairs - Labor

Item	Est. Hours	Unit	Description	Labor Rate/hr	Total
1	80	Hour	Refrigeration & Air Conditioning Mechanics		
2	20	Hour	Refrigeration & Air Conditioning Mechanics (Overtime/Weekend)		
3	80	Hour	Plumbers & Pipefitters		
4	20	Hour	Plumbers & Pipefitters (Overtime/Weekend)		
5	30	Hour	Automation Control Technician		
6	10	Hour	Automation Control Technician (Overtime/Weekend)		
			Subtotal		
			Sales Tax (8.1%)		
			Schedule B - Total		

Schedule C – On Call Repairs – Mark-up

Item	Description	Estimate Actual Cost	Unit = %	Total
1	Equipment/Tool Rental Mark-up (20% Maximum)	\$10,000		
2	Parts/Materials Mark-up (20% Maximum)	\$10,000		
3	Subcontractor Mark-up (20% Maximum)	\$10,000		
			Subtotal	
			Sales Tax (8.1%)	
			Schedule C - Total	

Total (Schedule A + Schedule B + Schedule C) _____

Name of Bidder (Company) _____

Guidance on Schedules A, B & C:

Schedule A

- Enter the total bid price for all preventative maintenance at each location for a one-year time period.
- Pay requests may be submitted for the portion of work completed at a minimum frequency of 4 times per year.
- Pay requests shall clearly identify the maintenance performed during each period.
- The final pay request for the 12-month period must not exceed the total amount bid for each item.
- For subsequent 12-month periods beyond the first year, the contractor shall submit a request to modify the yearly price. Justification for increased costs (i.e. CPI increase) shall be submitted with the request.

Schedule B

- Enter hourly labor rates for each classification listed.
- Pay requests may be submitted for the portion of work completed at a minimum frequency of 4 times per year.
- Pay requests shall clearly identify the labor associated with on-call services during each period.
- An estimated number of labor hours has been entered for each classification to provide common bid proposals. Actual labor hours will be determined based on time actually performed for on-call services.
- For subsequent 12-month periods beyond the first year, the contractor shall submit a request to modify the labor rates. Justification for increased costs (i.e. CPI increase) shall be submitted with the request.

Schedule C

- Enter percentage mark-up rates for each item listed.
- Pay requests may be submitted for the portion of work completed at a minimum frequency of 4 times per year.
- Pay requests shall clearly identify the actual costs for rental, parts, and/or subcontractor and the mark-up percentage bid for each item above.
- An estimated cost has been entered for each item to provide common bid proposals.
Actual mark-up amounts will be determined based on actual costs incurred for on-call services.
- No adjustment will be made to mark-up rates in subsequent 12 month period.

Your bid shall be considered non-responsive and therefore, void if:

- *Not submitted on this form*
- *Unit prices are not entered or are illegible.*
- *Figures are illegible*
- *Minimum bid requirements are not met (when applicable)*
- *This bid form is not signed*

The undersigned hereby certifies that they have examined the location of the project and have read and thoroughly understand the plans and specifications governing the work.

The undersigned hereby agrees to construct the project in accordance with the above bid proposal.

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

ADDENDA RECEIPT ACKNOWLEDGEMENT

Receipt of the following Addenda to the Drawings and/or Specifications is hereby acknowledged. Mark N/A if no addenda were issued.

ADDENDUM NO(S).	DATE(S) OF RECEIPT	SIGNED ACKNOWLEDGMENT

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

NON-COLLUSION DECLARATION

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

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

Name of Bidder (Company)

E-mail

Physical WA State Mailing Address

Telephone

City State and Zip

ESD Account No.

Washington Registration Number

Expiration Date

Name of Bidder's Representative

UBI No.

Signature of Bidder's Representative

Date

BID DEPOSIT FORM

2025-2028 HVAC Maintenance Services

Name of Bidder

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

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

BID BOND

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

Name of Bidder

Name of Surety

Authorized Signature

Authorized Signature*

Title

Title

Date

Date

*Attach Power of Attorney



Certification of Compliance with Wage Payment Statutes

Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement or an unsworn declaration under penalty of perjury that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See [RCW 39.04.350](#))

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation/due date, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation*

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

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

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

Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- E. Have not within the last five (5) years been convicted of a crime involving bidding on a public works contract.
- F. Have not, within the last three (3) years, had any claims filed against the retainage or payment bonds for public works projects.
- G. Have not within the last five (5) years had any lawsuits with judgements entered against the Bidder.
- H. Have a written plan to ensure all first tier and lower tier subcontractors meet section A above and the responsibility criteria outlined in RCW 39.06.020
- I. Do not owe delinquent taxes to the Washington State Department of Revenue.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Date

SECTION II

CONTRACT DOCUMENTS

- ◆ **Contract**
- ◆ **Insurance**

City of Kelso

Small Works Contract (\$350,000 and less)

Contract No:	2025HVAC	Contract Name:	2025-2028 HVAC Maintenance Services
Owner:	City of Kelso	Contractor:	

This Contract is entered between the Owner and the Contractor and shall be effective on the date executed by the Owner. In consideration of the terms and conditions contained herein and attached and made part of this contract, the parties covenant and agree as follows:

1. **Description of Work:** The Contractor agrees to furnish all permits, tools, materials, labor, equipment, apparatus, facilities, etc., necessary to perform and complete the Work as described in Exhibit A. Exhibit A may include the Contractor's Quote/Bid, Scope of Work, Plans, Specifications, Addenda and any other related Contract Documents which are attached hereto and are incorporated herein by this reference.
2. **Time of Completion:** The Contractor shall not start work until the Owner provides written notice to proceed. The Contractor shall have fifteen (15) days after substantial completion to complete the project closeout documentation.
Work shall be substantially completed in _____ working days and/or by _____
3. **Payment Amount:** The Owner agrees to pay the Contractor for Work completed according to attached proposal **OR** schedule of rates and charges **AND** including applicable taxes:
Total Contract Fixed Price: \$ _____ Not to exceed total: \$ _____
4. **Prevailing Wages:** The Contractor and all subcontractors shall be responsible for paying laborers, workers and mechanics who perform any part of this Contract not less than the prevailing rate of pay for Cowlitz County as required in RCW 39.12 and the SWTC.
5. **Insurance:** The Contractor shall provide the Owner with a certificate of insurance in accordance with the SWTC. The Owner will not issue a notice to proceed until the certificate has been received.
6. **Retainage:** Waived under \$50,000 per limited public works guidelines. **OR** Not Waived or over \$50,000: contractor elects to: provide a Retainage Bond or waive the Retainage Bond and have the City withhold 5% retainage as indicated on a form provided by the City.
7. **Performance & Payment Bonds:** Waived under \$50,000 per limited public works guidelines. **OR** Not Waived or over \$50,000: contractor elects to: provide Performance and Payment Bonds or for contracts \$150,000 or less, waive the Performance and Payment Bonds and have the City withhold 10% retainage as indicated on a form provided by the City.
8. **General Terms and Conditions:** The Contractor agrees to the City of Kelso's Small Works Terms and Conditions (SWTC), which are incorporated by reference and attached.
9. **Counterparts:** Original signatures transmitted and received via electronic submission are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature.

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

OWNER	CONTRACTOR
Signature <div style="text-align: center;">Andrew Hamilton</div>	Signature
Printed Name <div style="text-align: center;">City Manager</div>	Printed Name
Title	Title
Date	Date
Attest/Authentication:	Approved as to form:
City Clerk <div style="text-align: center;">Brian Butterfield</div>	City Attorney <div style="text-align: right;">Janean Parker</div>

CITY OF KELSO - SMALL WORKS TERMS AND CONDITIONS

(For contracts \$350,000 and less which are awarded to a prequalified contractor from the small works roster)

1. **Contract Documents.** The Contract Documents include, but are not limited to, invitation for bid proposal, specific requirements, specifications, drawings, addenda, bonds/retainage option form(s), Small Works Contract, small works terms and conditions (SWTC), change orders, the City of Kelso's adopted Engineering Design Manual, and the current version of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.

2. **Contractor's Obligation.** The Contractor agrees that for each public improvement and/or building maintenance project it will furnish all materials, labor, tools, machinery, and implements of every description necessary for completing such work. All work shall be done in accordance with the Contract Documents. The Contractor agrees to do the work and furnish the materials in a most substantial and workmanlike manner according to the Contract Documents and within the time limits stated in the Contract Documents.

Except in the case of emergency, or unless otherwise approved by the Owner, the normal straight time working hours for the Contract shall be, exclusive of lunch breaks, for 10 hours, between 7:00 am and 6:00 pm, Monday-Thursday.

If a Contractor desires to deviate from the established working hours, the Contractor shall apply in writing to the Owner for permission to work such times. Such requests shall be submitted to the Owner at the preconstruction conference or no later than noon on the working day prior to the day for which the Contractor is requesting permission to work. Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or adjoining property owners regarding noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Permission to work Saturdays, Sundays, holidays or other than the agreed upon normal straight time working hours Monday through Friday may be given, subject to certain other conditions set forth by the Owner. This may require the Contractor to reimburse the Owner for the costs in excess of the straight-time for employees of the Owner who worked during such times, on non-Federal aid projects, when in the opinion of the Engineer, such work necessitates their presence.

3. **Subcontractor Responsibility.**

- 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 RCW 18.27, which must have been in effect at the time of subcontract bid submittal;
 - 2. Have a current Washington Unified Business Identifier (UBI) number;
 - 3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in RCW 51;
 - b. A Washington Employment Security Department number, as required in RCW 50;
 - c. A Washington Department of Revenue state excise tax registration number, as required in RCW 82;
 - d. An electrical contractor license, if required by RCW 19.28;
 - e. An elevator contractor license, if required by RCW 70.87.
 - 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

CITY OF KELSO - SMALL WORKS TERMS AND CONDITIONS

(For contracts \$350,000 and less which are awarded to a prequalified contractor from the small works roster)

5. 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 RCW 49.04 for the one-year period immediately preceding the first date of advertising for the project.
6. Within the three-year period immediately preceding the date of the bid solicitation, not have 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 RCW 49.46, 49.48, or 49.52.

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

5. Permits. The Contractor agrees to make all necessary arrangements and to obtain all necessary permits to do the work required and covered by this Contract from the United States and any of its subdivisions or agencies and the State of Washington and any of its subdivisions or agencies. The City of Kelso's Right of Way Permit is exempt from this requirement per KMC 12.14.040.

6. Change Orders.

- A. The Owner may, at any time, without notice to sureties, order changes within the scope of the work. Contractor agrees to fully perform any such alterations or additions to the work. All such change orders shall be in the form of the Contract Change Order which shall be signed by both the Contractor and the Owner, and shall specifically state the change of the work, the completion date for such changed work, and any increase or decrease in the compensation to be paid to Contractor as a result of such change in the work. Oral change orders shall not be binding upon the Owner unless confirmed in writing by the Owner. If any change hereunder causes an increase or decrease in the Contractor's cost of, or time required for, the performance or any part of the work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly.
- B. If the Contractor intends to assert a claim for an equitable adjustment hereunder, it shall, within five (5) days after receipt of a written change order from the Owner or after giving the Owner the written notice required above, as the case may be, submit to the Owner a written statement setting forth the general nature and monetary extent of such claim; provided the Owner, in its sole discretion, may extend such five (5) day submittal period upon request by the Contractor. The Contractor shall supply such supporting documents and analysis for the claims as the Owner may require to determine if the claims and costs have merit. No claim will be allowed for any costs incurred more than five (5) days before the Contractor gives written notice as required. No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.

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

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

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(For contracts \$350,000 and less which are awarded to a prequalified contractor from the small works roster)

mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Contract.

8. Contractor's Insurance.

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

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

C. **Minimum Scope of Insurance** - Contractors required insurance shall be of the types and coverage as stated below:

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

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

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

D. **Minimum Amounts of Insurance** - Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

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

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

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

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

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

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

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

9. **Bonds and Retainage.** The Contractor agrees, before they undertake performance of this contract, they will file with the Owner the appropriate bonds or statements on how monies will be retained.

A. **Retainage** – Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained. The Contractor may elect to execute a Retainage Bond. The bond must be furnished on a bond form standardized by the City Attorney's office and issued by a surety currently authorized by the State Insurance Commissioner to do business in Washington State. Retainage or the bond will be released 45 days after final acceptance, provided that the following has occurred:

1. All liens placed against the project have been released.
2. Affidavits of Wages paid for the final correct contract amount are approved and on file for the Contractor and any subcontractors.
3. For projects over \$35,000, releases from the Department of Labor and Industries, Department of Employment Security and the Department of Revenue will also be required.

B. **Payment and Performance** – Pursuant to RCW Chapter 39.08.010, a Payment and Performance Bond in the amount of 100% of the contract value shall be furnished on a bond form standardized by the City Attorney's office and issued by a surety currently authorized by the State Insurance Commissioner to do business in Washington State. The bond(s) shall be subject to the approval of the City Attorney. For contracts \$150,000 and less, the Contractor may elect, in lieu of a bond, to have the City retain a sum of ten percent (10%) of the of the monies earned. Monies retained will be released 30 days after final acceptance, provided that the following has occurred:

1. All liens placed against the project have been released.
2. Affidavits of Wages paid for the final correct contract amount are approved and on file for the Contractor and any subcontractors.
3. For projects over \$35,000, releases from the Department of Labor and Industries, Department of Employment Security and the Department of Revenue will also be required.

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C. For contracts less than \$50,000, the Owner may waive these retainage/bonding requirements as indicated in the request for bids. In those instances, final payment will not be released until Affidavits of Wages paid for the final correct contract amount are approved and on file for the Contractor and any subcontractors.

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

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

11. **Employment of Labor.** The Contractor agrees that all persons employed by it and by any of its subcontractors in work done pursuant to the Contract shall not be employed in excess of eight hours in any one day, except as in accordance with RCW 49.28. The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.

12. **Payment of Labor.** This project is a Public Work as defined in RCW 39.04.010. The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Contract will be paid no less than the prevailing rate of wage for Cowlitz County in accordance with the provisions of RCW 39.12 and all such rules and regulations as may be promulgated thereto by the Washington Department of Labor and Industries. The Contractor shall comply with all state laws relating to employment and wages. The applicable effective date for prevailing wages for this project is the bid submittal date. The State of Washington prevailing wage rates applicable for this public works project may be found at the Department of Labor and Industries website or provided as a copy by the City.

In case any dispute arises as to what the prevailing rates of wage for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.

13. **Subcontracts/Assignment.** Contractor shall not subcontract or assign its obligations under the Contract without the prior written consent of the Owner. The Contractor shall be responsible to ensure that all requirements of the Contract shall flow down to any and all subcontractors.

14. **Payment to Contractor.** Payment(s) to the Contractor shall be made not later than forty-five days after the Owner's acceptance of all work for which has been invoiced. Each payment shall withhold the legal retainage as required by Washington State law.

No payment will be made on the Contract until the Contractor and each and every subcontractor has submitted a 'Statement of Intent to Pay Prevailing Wages' that has been approved by the Department of Labor and Industries. No final payment nor release of retainage will be made until the Contractor and each and every subcontractor has submitted an 'Affidavit of Wages Paid' following L&I filing requirements, and that has been approved by the Department of Labor and Industries. Contractor is responsible for filing forms pursuant to L&I requirements. The cost of filing Prevailing Wage forms with the State Department of Labor and Industries shall be at no additional cost to the Owner.

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

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15. Liquidated Damages. Time is of the essence of the Contract. When the work is completed to the extent that the Owner has full and unrestricted use and benefit of the facilities, both from an operational and safety standpoint, the Owner may determine the work is complete. Delays inconvenience the public and cost taxpayer's undue sums of money, adding time needed for administration, inspection, and supervision. It is impractical for the Owner to calculate the actual cost of delays. Accordingly, the Contractor agrees to pay liquidated damages calculated on the following formula for its failure to complete the Contract on time. (Liquidated damages will not be assessed for any days for which an extension of time is granted)

- (1) To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for completion, and
- (2) To authorize the Owner to deduct these liquidated damages from any money due or coming due to the Contractor.

LIQUIDATED DAMAGES FORMULA

$$LD = \frac{0.15C}{T}$$

Where: LD = Liquidated damages per working day (rounded to the nearest dollar)

C = Original Contract amount

T = Original time for completion

No deduction of payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete this entire contract.

16. Warranty. The Contractor shall at its own cost and expense, correct all work performed that the Owner deems, in its sole discretion, to have defects in workmanship or materials, which is discovered within one year of the termination of the Contract.

17. Inspection and Production of Records. The records relating to the work under the Contract shall, at all times, be subject to inspection by and with the approval of the Owner, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the work in accordance with this Contract, notwithstanding the Owner's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the Owner sufficient, safe, and proper facilities, and/or send copies of the requested documents to the Owner. Contractor's records relating to the work will be provided to the Owner upon the Owner's request.

Contractor shall promptly furnish the Owner with such information and records which are related to the work of this Contract as may be requested by the Owner. Until the expiration of six (6) years after final payment of the compensation payable under this Contract, or for a longer period if required by law or by the Washington Secretary of State's record retention schedule, Contractor shall retain and provide the Owner access to (and the Owner shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the work performed by Contractor under this Contract.

All records relating to Contractor's work under this Contract must be made available to the Owner, and the records relating to the work are Owner records. They must be produced to third parties, if required pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by law. All records relating to Contractor's work under this Contract must be retained by Contractor for the minimum period of time required pursuant to the Washington Secretary of State's records retention schedule.

The terms of this section shall survive any expiration or termination of this Contract.

18. Termination. The Owner may terminate or suspend the Contract at any time, with or without cause, upon ten (10) days prior written notice to the Contractor. In the event of such termination or suspension, the Contractor shall be entitled to payment for all work and services performed and reimbursable expenses incurred to the date of

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the termination. The Owner may terminate the Contract immediately if the Contractor's insurance coverage is cancelled for any reason or if the Contractor is unable to perform the work.

19. Modification. No provisions of the Contract may be amended or modified except by written agreement of the Parties.

20. Successors. The rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

21. Attorney's Fees. In the event either party brings a lawsuit to enforce the terms of the Contract, or arising from a breach of the Contract, the prevailing party shall be entitled to its costs and attorneys' fees for bringing or defending against the action.

22. Equal Opportunity Employer. In the performance of all work under the Contract, the Contractor, or its employees, agents, subcontractors or representatives, shall not discriminate against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental, or physical handicaps, based upon a bona fide occupational qualification in relationship to hiring and employment. The Contractor shall comply with the Washington Law Against Discrimination (Chapter 49.60 RCW) and with any other applicable federal or state law or local ordinance regarding non-discrimination. Any material violation of this provision shall be grounds for immediate termination of this Agreement by the Owner.

23. No Waiver. Failure or delay of the Owner to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the Owner to declare one breach or default does not act as a waiver of the Owner's right to declare another breach or default.

24. Notices. Any notices required to be given shall be delivered as follows:

To the Owner

Engineering Department
203 S Pacific Ave
(PO Box 819)
Kelso WA; 98626

To the Contractor

At the address set forth in the bid proposal form.

Any notices may be delivered personally or may be deposited in the US mail, postage prepaid, to the addresses above. Any notice so posted in the US mail shall be deemed received three (3) days after the date of mailing.

25. Venue. Venue for any disputes arising out of the Contract, the Contract Documents, or these terms and conditions shall be Cowlitz County, Washington.

ACORD CERTIFICATE OF LIABILITY INSURANCE

FORM 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.

INSURERS AFFORDING COVERAGE

INSURED

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)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY 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

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

City of Kelso
Must be listed here

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.

SECTION III

Prevailing Wages

PREVAILING WAGES

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is listed above.

This project will be subject to prevailing wages. **To be eligible to submit a bid, you must have completed (or be exempt from) Washington State Department of Labor & Industries Contractor Training Requirements.** A certification of compliance with wage payment statutes form shall be submitted to the City prior to the award of contract to the lowest bidder. If awarded the project, the contractor and each subcontractor shall complete, file, and have approved, a Statement of Intent to Pay Prevailing Wages before payment will be made for work performed. An Affidavit of Wages Paid for each approved Intent shall be required at the end of each project.

The State of Washington prevailing wage rates applicable for this public works project, which is located in **Cowlitz County**, may be found at the following website address of the Department of Labor and Industries:

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

For Federally Funded projects prevailing wage rates can be found at the following website address:

<http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/FedWageUpdateNotify.htm>

A copy of the applicable prevailing wage rates is also available for viewing at the office of City of Kelso Community Development 203 S. Pacific Ave, Suite 205, Kelso, Washington, 98626.

Upon request, the City of Kelso will mail a hard copy of the applicable prevailing wages for this project.

SECTION IV

General Requirements

City of Kelso

HVAC Maintenance Services

General Specifications



The City of Kelso is requesting proposals for a services contract of the HVAC systems throughout the City's buildings for an initial period of three years from May 1, 2025 to April 30, 2028, with the option for two one-year renewal periods.

General Requirements - Equipment Preventative Maintenance Service

Equipment Included:

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

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

Heating System

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

Cooling System

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

Air Handling System

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

Temperature Control System

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

Miscellaneous Equipment

Exhaust fans, manual valves, float valves, direct expansion valves, thermometers, gauges, magnetic starters, manual motor starters, pump and fan motor drives, belts, electrical wiring from motor

starter to their respective motor, check valves, refrigerant piping and piping insulation, refrigerant, etc.

Services Included:

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

- Examine each piece of equipment and device to see that it is functioning properly and is in good operational condition.
- Clean all components of dust, old lubricants, etc. to allow the equipment to function as designed.
- Paint all equipment as needed to prevent and protect against corrosion and deterioration.
- Lubricate all equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.
- Adjust all linkages, motors, drives, etc. that have drifted from the initial design settings and positions.
- Calibrate all sensing, monitoring, output, safety, and read-out devices for proper ranges, settings, and optimum efficiencies.
- Provide detailed site mapping that outline equipment and operating controller locations, and unique unit identification numbers.
- Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted, and calibrated to assure that it is in proper operating condition and performing at optimum efficiency.

Parts Replacement

- All miscellaneous parts and supplies necessary to maintain the mechanical systems and equipment shall be supplied by the service company and shall be included in the cost of the service program in the Lump Sum Price (belts, valve packings, lubricants, tools, paints, refrigerant, test instruments, meters, etc.).
- The service company shall not be made responsible for repairs or replacement necessitated by reason of negligence or misuse of the equipment by other than the service company, or by reason of any other cause beyond the control of the service company, except ordinary wear and tear.
- The service company shall be available, at no additional charge, for consultation of minor design and equipment changes and modifications of automatic temperature control scheduling and setpoint adjustments. The service company shall be expected to recommend energy saving modifications and low cost-no cost modifications and operating procedure changes to the owner.

Air Filtration System

- Only Pleated Extended Surface Air filters shall be used at the facility.
- Installation of appropriate filter size per manufacturer's recommendations and actual field requirements.

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

Maintenance Procedures and Records

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

Service Performance Guarantees

Performance Review

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

Equipment and Location List

The following equipment and locations shall be included:

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

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

Catlin Hall Senior Center (106 NW 8th Ave)

- 1-140,000 BTU gas furnace
- 1- Mitsubishi split system model MXZ-3C30NA4 Mfg. 2024
- 1-Carrier AC Unit, model 24ABB360A3401-Mitsubishi split system model PUZ-A18NKA7 Mfg. 2024

Public Library (351 Three Rivers Mall Drive)

- 1-Trane rooftop package HVAC unit
- 1- Trane 25 ton rooftop package HVAC unit Mfg. 9-2024
- 2-Carrier rooftop packaged HVAC units

Kelso Train Depot (501 S. 1st Ave)

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

Kelso Public Works Shops (2300 Parrott Way)

- 1-Trane 4-ton capacity outdoor heat pump, mfg. 10/2022
- 2-Reznor gas fired unit heater model UEAS-180 mfg. 2019
- 1-Cook SNQ-B fan units
- 1-Brash digital control panel
- 4-Ruskin control dampers

City Hall (203 S. Pacific Ave)

System Component	Manufacturer	Model	Rating	Location
HW Boiler	AO Smith	BTH250A970	5 Bir HP	Mech. Room
Hot Water Recirc. Pump 1	Taco	006-B4	0.12HP	Mech. Room
Package Unit ACU-1	Trane	YSC120H4RLA29P71A1A0000701		Roof: Council
Package VAV Unit ACU-2	Trane	C22D03739		Roof: Police
Package VAV Unit AVU-3	Trane	C22D03721		Roof: Offices
Split System ACU-4	Trane	YSD150G4RLC58S6		Roof: Lobby
Split System ACU-5	Compu-Aire	MTA-212		Roof: Server
Split System ACU-6	Mitsubishi	MU12TN		Roof: Elevator

System Component	Manufacturer	Model	Rating	Location
Exhaust Fan 1	Penn	Ventilator DS11B	0.25HP	Roof
Exhaust Fan 2	Penn	Ventilator DS11B	0.25HP	Roof
Exhaust Fan 3	Penn	Ventilator DS11B	0.25HP	Roof
Exhaust Fan 4	Penn	Ventilator DS08B	0.25HP	Roof
Exhaust Fan 5	Penn	Ventilator DS11B	0.25HP	Roof
Exhaust Fan 6	Penn	Ventilator DS16B	0.5HP	Roof
Exhaust Fan 7	Penn	Ventilator DS11B	0.25HP	Roof
Exhaust Fan 8	Penn	Ventilator DS08B	0.25HP	Roof
Exhaust Fan 9	Penn	Ventilator DS08B	0.25HP	Roof
Exhaust Fan 10	Penn	Ventilator DS11B	0.25HP	Roof
Exhaust Fan 11	Penn	Ventilator DS06B	0.25HP	Roof
Exhaust Fan 12	Penn	Ventilator DS08B	0.25HP	Roof
Exhaust Fan 13	Penn	Ventilator DS11B	0.25HP	Roof
Exhaust Fan 14	Penn	Ventilator DS08B	0.25HP	Roof
Exhaust Fan 16	Penn	Ventilator DS11B	0.25HP	Roof

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

Maintenance Detail Summary

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

Filters

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

Mechanical Service (twice a year)

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

Inspections will include but are not limited to:

- Check thermostat and safety controls for proper operation
- Inspect and tighten the internal electrical connections; replace relays and contactors as needed.
- Check motors for proper voltage and amperage.
- Check compressors for proper voltage and amperage.
- Lubricate motor, fan, and blower bearings annually.
- Blower cleanings performed as needed.
- Inspect and lubricate Economizer/OSA louvers, actuators and controls for proper operation and energy conservation. OSA filters cleaned as needed.
- Examine belt and pulleys. Adjust or replace belts and pulleys as needed.
- Inspect the indoor and outdoor coils; perform light cleaning by brush if necessary.

- Deep chemical coil cleaning will be provided as necessary.
- Visually check refrigeration circuit for proper refrigerant charge level.
- Refrigerant leak searches performed when necessary.
- Perform carbon monoxide leak detection test.
- Evaluate the operation of gas heating sector. Check reversing valves, changeover operation and strip heat as required (Spring/Fall visits)
- Check and clean condensate pan and condensate pumps.
- Access condenser fan blade and guard integrity.
- Check crankcase heaters as required.
- Analyze the overall integrity and operational condition of the unit.
- Submit notification of any abnormal system conditions.
- Check and record temperature rise.
- Check flame color and quality.

Spring Biocide Treatment

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

Planned Maintenance (Program Components)

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

On-Call Repairs - Outside of Scope of Preventative Maintenance

- All parts, components, or devices for the mechanical systems as listed above that are worn or are not in proper operational condition shall be repaired, and/or replaced with new parts, components, or devices.
- When equipment or parts are replaced in their entirety and a new design of this device is available and is functionally equivalent and compatible, the device of the newer design shall be used as the replacement.
- After each service call, a service report shall be provided to the on-site contact detailing work accomplished.
- On-Call repairs (after hours or not part of PM). The services company shall provide on-call service on a required basis. On-Call service shall be considered as calls in addition to the scheduled preventative maintenance calls.
- All labor, overtime, travel costs, parts, supplies, and any other expenses incurred and expended on such a call shall be provided by the service company.

- This On-Call service shall be provided as often as needed on a 24-hour basis with weekends and legal holidays included.
- The service company shall be capable of responding to an emergency situation and be on-site within four hours.

Equipment Not Included:

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

Additional Terms and Conditions

- While on site, contractor will be preauthorized to perform repairs up to a limit of \$750.00 billable above the agreement price. NOTE: This preauthorized amount will allow the technician to complete small repairs while on site during the PM visit.
- Parts and labor beyond the scope of this proposal will be billed in addition to the yearly preventative maintenance bid amount and with labor rates and mark-up as bid on the Bid Form. No additional work will be performed without pre-authorization.
- Payment for this agreement will be net upon receipt of invoice.
- This service contract shall remain in effect from year to year or until canceled by either party upon 30 day written notice.
- City will receive priority scheduling.
- The service company shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required within this specification, due to failure to investigate the conditions or become acquainted with all the information concerning the services to be performed.
- It is the intention of this specification to establish and define those services that are to be performed and, in addition, to determine the capability and experience of the service company desiring to provide such services.
- VAV and Fan Powered Boxes and their associated thermostats are not excluded from coverage under this specification.
- The owner assumes the system(s) being quoted is (are) in maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for owner's approval. Should the owner not authorize the repairs or service, the contractor may either remove the unacceptable system(s), component(s), or part(s) from its scope of responsibility and adjust the yearly bid price rate accordingly or cancel this agreement.