

REQUEST FOR QUOTATIONS

Project Number/Name: 2022 Landscaping Contracts - Prevailing Wage Communities
Property Owner: VANCOUVER HOUSING AUTHORITY
Owner's Agent: Key Property Services - 7700 NE Greenwood Dr #110 Vancouver, WA 98662
Property Location: Multiple Locations - See Attachment E "Statement of Work"
Solicitation Contact: Janie Gunter/971-501-8636/Janie@kpsinc.net

Brief Description:

The Property Owner (or Owner's Agent) is soliciting quotes for the project referenced directly above.

Work includes but is not limited to:

Monthly landscaping services, seasonal color, annual backflow testing, irrigation monitoring and annual irrigation start-up and winterization.

Schedule:

Location

Today's Date: 12/29/2021
Walkthrough Date: By Request Email Janie@kpsinc.net to schedule
Clarification/Substitution Requests Due: _____
Bid Due Date/Time: 01/28/2022 Janie@kpsinc.net

- 1) Bids will be accepted via email, mailed, or hand-delivered. Bids must be received by Property Owner or its representative the by the due date, time and location noted directly above. Include "KPS 2022 Prevailing Wage Landscaping Bid" on the outside envelope if mailing or hand-delivering.
- 2) Communication to a contact other than the Solicitation Contact about price or any other concerns regarding this solicitation may disqualify your bid.
- 3) The following attachments apply to this solicitation and resulting contract. A, B and C are web links. Contact the solicitation contact noted above if you have not received all attachments.
 - a) Attachment A – Insurance Requirements
 - a) Attachment B – Standard Terms and Conditions (Small Purchases)
 - b) Attachment C – Section 3 Requirements
 - c) Attachment D – Quote Form
 - d) Attachment E – Statement of Work
 - e) Attachment F – Prevailing Wage Rates
- 4) Unless otherwise stated in the solicitation documents, the resulting contract shall be firm fixed-price lump sum contract. A firm fixed-price contract is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract.
- 5) Owner is an equal opportunity employer and offers economic opportunities for low and very low-income persons (Section 3). We encourage bidding by minority, small business and women owned enterprises. Section 3 requirements and preference on award apply to this solicitation and resulting awarded contract. The Section 3 Clause must be included in all contracts and subcontracts.
- 6) Subcontracting is not allowed unless written permission is provided by Owner or Owner's Agent; if such written authorization is provided, the subcontractor is held to the same requirements as the prime contractor, including but not limited to being approved by Owner or Owner's Agent, responsibility requirements, indemnification, insurance requirements, and L&I prevailing wage law and related requirements and taxes when applicable as noted directly below.
- 7) This is is not a public works project subject to prevailing wage law and rates; if this is a public works project, residential rates are are not allowed, Intents and Affidavits must be approved prior to full payment is made on contract, retainage applies at a rate stated in the solicitation documents.
- 8) This project is is not retail sales tax exempt. If tax exempt the Contractor must: pay tax upon purchase of goods as the end consumer and bare the tax responsibility and liability; not bill retail sales tax on the gross invoice amount or any part thereof. See WAC 458-20-17001



Attachment A - Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Contractor, its agents, representatives, employees, or sub-contractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*).
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability Code 1 (*any auto*), [*require if scope of work includes driving on Owner property*].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.

NOTE: If this contract deals with hazardous materials or pollutants (i.e. lead based paint, asbestos, etc.) the Contractor shall carry Contractor's Pollution Liability insurance to cover the pollution exposures. The Owner shall be named as Additional Insured on the policy.

2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, Authority, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Owner guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Owner, Authority, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and with respect to liability arising out of work or

operations performed by the Contractor; or arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an appropriate endorsement to the Contractor's insurance or as a separate Owner's policy.

2. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Authority, Owner, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Contractor.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than B+:VI. Bidders must provide written verification of their insurer's rating.

VERIFICATION OF COVERAGE

Contractor shall furnish the Owner with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Owner in sufficient time before work commences to permit Contractor to remedy any deficiencies. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

SUB-CONTRACTORS

Use of sub-contractors must be pre-approved by the Owner. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit the Owner to approve them before sub-contractors' work begins. All coverages for subcontractors shall be subject to all of the requirements stated above.

NOTE: If a subcontractor will be hired to perform hazardous material remediation, that sub-contractor will name the Owner, its officers, officials, employees and volunteers as additional insureds on its Pollution Liability insurance policy by endorsement. Such policy will provide coverage for the hazardous material work and other hazardous material operations.

NOTE: The General Contractor's Commercial General Liability insurance should not include CG 2294 or CG 2295 as these endorsements will eliminate the General Contractor's insurance coverage for its work where the damaged work or the work out of which the damage arises was performed by a sub-contractor.

Attachment B - Standard Terms and Conditions

Includes Instructions to Bidders/Offerors and General Conditions of Resulting Contracts.

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1. APPLICABILITY

- 1.1. If referred to within the text of such, these Standard Terms and Conditions shall be applicable to such solicitation and resulting contract.
- 1.2. Unless otherwise specified within the solicitation or contract documents, in the event that any provision in any document conflicts with any provision within these Standard Terms and Conditions, the provision in the solicitation or contract document shall govern.

2. DEFINITIONS

- 2.1. "Owner" OR "Owner's Agent". Unless otherwise defined herein and within the ensuing contract, whenever the term "Owner" OR "Owner's Agent" is used without clearly designating a responsible staff person, the bidder(s) or Contractor shall assume that responsibility for that item rests with the Contracting Officer, Contracting Officer's Agent, or Owner's Contracted Agent.
- 2.2. "ED" is the Executive Director of the Owner.
- 2.3. "Contracting Officer" or "CO" shall refer to either the ED, or the person or Agent he/she has delegated such responsibilities to.
- 2.4. "Contract" refers to the fully executed written agreement that ensues from the solicitation whereas all solicitation documents are included, by reference, as a part of the ensuing contract.
- 2.5. "Days" unless otherwise directed, shall refer to calendar days.
- 2.6. "Herein" shall refer to all documents issued pursuant to the noted solicitation, including the solicitation documents, attachments, and contract.
- 2.7. "Offer", "Bid", "Proposal", "Response" and/or "Bid Submittal" is the hard copy document that the bidder is required to, as detailed in the solicitation document, delivery to the Owner.
- 2.8. "Offeror", "Bidder", "Prospective Bidder", "Prospective Offeror" and/or "Respondent", all terms which may be used interchangeably is prospective bidder or prospective offeror is a firm or individual who has been notified of a

solicitation and/or who has requested and/or received solicitation documents and is considering responding with a bid or offer. An offeror, bidder, or respondent is a firm or individual who has submitted a bid or offer in response to a solicitation.

3. INSTRUCTIONS TO BIDDERS / OFFERORS

- 3.1. **RIGHTS RESERVED** - Owner reserves the right to waive as an informality any irregularities in submittals and/or to reject any or all Bids. Owner requests that firms refrain from requesting public disclosure of information until a contract has been executed as a measure to best protect the solicitation process, particularly in the event of a cancellation or re-solicitation.
- 3.2. **COST OF PREPARING BID/OFFER** - Owner will not be liable for any costs incurred by Respondent in the preparation and presentation of Bid/Offer.
- 3.3. **BID ACCEPTANCE** - A Bidder must be determined responsive and responsible for their Bid to be accepted. A responsive Bidder meets all the requirements of the bidding documents. A responsible Bidder is one that is capable and qualified to perform the work.
- 3.4. **BID BOND** - A bid bond is required for any bids over \$250,000, and may be required for bids of a lesser amount based on funding requirements. Unless otherwise stated within the solicitation, Bidder shall submit with their bid a bid guarantee equivalent to 5% of the bid price if their bid exceeds \$250,000.
- 3.5. **REQUIREMENTS** - A Bidder must be both responsive and responsible for their Bid to be accepted. A responsive Bidder submits their Bid before the due date and time noted in the solicitation, accurately and completely provides all information and documentation required. A responsible bidder meets the requirements of the solicitation.
- 3.6. **CONTRACTOR RESPONSIBILITY** - A Bidder must meet the following contractor responsibility requirements.
 - 3.6.1. Bidder must have had four years minimum experience providing the products and services as described in the Scope of Work and been in business for at least four years.
 - 3.6.2. Have adequate financial resources to perform the contract, or the ability to obtain them;
 - 3.6.3. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder's/offeror's existing commercial and governmental business commitments;
 - 3.6.4. Have a satisfactory performance record;
 - 3.6.5. Have a satisfactory record of integrity and business ethics;
 - 3.6.6. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
 - 3.6.7. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
 - 3.6.8. Be otherwise qualified and eligible to receive an award

- under applicable laws and regulations, including not being suspended, debarred or under a HUD-imposed Limited Denial of Participation. Be a registered contractor and must have a current Unified Business Identifier number.
- 3.6.9. Have industrial insurance/workers compensation coverage.
- 3.6.10. For Public Works projects, the following additional criteria apply.
- 3.6.10.1. Not be disqualified from bidding under RCW 39.06.010 or 39.12.065(3).
- 3.6.10.2. Not have any apprenticeship violations, if the project is subject to apprenticeship requirements.
- 3.6.10.3. The bidder must have received training on the requirements related to public works and prevailing wage under Chapter 39.04 and 39.12 RCW.
- 3.6.10.4. Within the three-year period before the solicitation, the bidder must not have willfully violated any provision of Chapters 49.46, 49.48, or 49.52 RCW, as determined by a final, binding citation and notice of assessment from the Department of Labor & Industries or court judgment. Before award, the bidder will be required to submit a certification that the bidder is in compliance with this requirement.
- 3.6.10.5. Responsibility of subcontractors must also be verified consistent with RCW 39.06.020
- 3.7. **DEBARMENT** - The Contractor and its principals must not be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local government department. Owner will check for debarment prior to awarding a contract. A firm's Bid may only be accepted if Respondent is not listed as being debarred.
- 3.8. **BID DUE DATE** - Bid due date shall include a date and time (Pacific Standard Time), that bids are required to be submitted. Bids received after the bid due date will be rejected. Bid due date may be extended by Owner through an Addendum. Be sure to ask any questions before the questions and clarifications due date as the Owner or Owner's Agent might not otherwise have time to respond.
- 3.9. **SUBMISSION PROCEDURE** - Bidders shall be solely responsible for delivery of their bids in the manner prescribed in the solicitation. Any bids in excess of \$10,000 must be submitted on forms prepared by the Owner.
- 3.10. **PRE-BID AND OTHER MEETINGS** – Unless stated otherwise in solicitation documents, pre-bid meetings are not required. A potential bidder may request another pre-bid meeting if unable to attend on the original date stated in the solicitation. Pre-bid meetings are scheduled to allow potential bidders the ability to view the site conditions and for the owner to present a summary of key elements of the solicitation.
- 3.11. **INTERPRETATIONS** – No oral interpretation will be made to any bidder as to the meaning of any part of the solicitation documents. Questions from bidders must be made in writing and submitted to the solicitation contact in the manner stated in the solicitation.
- 3.12. **QUESTIONS AND CLARIFICATIONS** – Unless stated otherwise in the solicitation documents, Bidders are required to submit questions and requests for clarifications no less than six business days prior to the bid due date. All questions must be made in writing. All responses to questions will be made in writing. Any potential Bidder who has discussion with Owner or Owner's Agent without a follow-up email confirming discussed items must contact the solicitation contact in writing to request written clarification.
- 3.13. **CORRESPONDENCE** – Owner will make every effort to respond to written questions within 1 business day.
- 3.14. **SUBCONTRACTOR LIST** - A complete list of subcontractors may be requested of lowest bidders. Failure to render a subcontractor list and bid breakdown within 2 business days may, at Owner's election, result in rejection of bid. Bid breakdown must show material, labor, profit, overhead costs in enough detail to confirm that all work has been included in bid price.
- 3.15. **NEGOTIATIONS** - Small purchases (those under \$250,000) are not sealed bidding and the Owner may negotiate price and other terms of purchases when appropriate.
- 3.15.1. The scope and extent of the negotiations are a matter of the Owner's judgment. The Owner may inform an offeror that its price is considered too high, or too low, and reveal the results of the analysis supporting that conclusion. "Auctioning" (revealing one offeror's price in an attempt to get the offeror to lower their price) is prohibited.
- 3.16. **PROTEST** – All disputes and claims must comply strictly with the procedures and timeliness set forth in the solicitation, bidding documents, contracts, any legal requirement, and this section. No discussion or negotiation of claims by Owner or any representation or communication, whether verbal or in writing, shall in any way constitute a waiver of these procedures or timeliness or of VHA's legal rights or defenses.
- 3.16.1. Resolution and Exhaustion Requirement: It is the policy of the Owner to resolve all contractual issues informally at the Owner level, without litigation if possible and beneficial to the interests of the Owner. Neither Owner nor its contracting or bidding parties shall refer a dispute to any outside authority or arbiter, including but not limited to HUD. When appropriate, Owner may consider the use of informal discussions between the parties by individuals who did not participate substantially in the manner in dispute, to help resolve the differences. HUD will only review protests in cases of violations of Federal law or regulations and failure of the Owner to review a complaint or protest.
- 3.17. **PROCEDURE TO PROTEST** – Any protest concerning a solicitation must be in writing and received by Owner's Contracting Officer before the due date for receipt of bids or proposals. Any protest against the award of a contract must be in writing and received by Owner's Contracting Officer within two business days after the bid opening PROVIDED THAT, the Owner's Contracting Officer must receive the protest before Owner signs a contract with the successful bidder, even if that occurs within two business days of the

bid opening. All bid or award protests shall include at a minimum: (1) a detailed and clear statement of facts that the protesting party believes supports its position, (2) an identification of the terms from the procurement solicitation and/or the legal authority that supports the protest, and (3) copies of pertinent documents or other materials pertaining to the protest. The Contracting Officer or his or her designee may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented. The contractor or Owner's Contracting Officer may request that the parties confer to discuss the claim. Upon the receipt of such a request, the parties shall convene for that purpose within a reasonable period of time. The Contracting Officer shall issue a written decision on the matter to all concerned parties. His or her decision shall be final. State law shall govern any court action concerning a protest.

- 3.18. **PRODUCT SPECIFIED** – Products specified in the solicitation documents must be as specified, or equal.
- 3.19. **SUBSTITUTIONS** – Where the solicitation documents stipulate a particular product, substitutions will be considered up to the Request for Clarifications date noted in the Solicitation Schedule.
 - 3.19.1. Bidder shall provide products specified unless substitutions are approved by Owner as stated herein. When a request to substitute a product is made, Owner's Representative may approve the substitution and will issue an Addendum to known bidders. The submission shall provide sufficient information to determine acceptability of such products. Bidder shall provide complete information on required revisions to other work to accommodate each proposed substitution. Bidder must submit a separate request for each product.
 - 3.19.2. Product substitution requests must be submitted on an Owner provided Substitution Request Form.
- 3.20. **DISQUALIFICATION** – Bidders may be disqualified and their bids not considered, among other reasons, for any of the following reasons.
 - 3.20.1. A reason for believing that collusion exists among the bidders.
 - 3.20.2. A bidder, subcontractor or supplier or the surety on any bond given, or to be given, is in litigation with Owner, The Authorities Having Jurisdiction (AHJ), or where such litigation is contemplated or imminent, in the sole opinion of the Owner.
 - 3.20.3. The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
 - 3.20.4. Uncompleted Work, which in the judgement of the Owner, will prevent or hinder the prompt completion of additional work, if awarded.
- 3.21. **ACCEPTANCE** – The procurement actions of the Owner expressly limit acceptance to the Terms and Conditions stated herein. All additional or different terms proposed by Contractor are objected to and are hereby rejected, unless otherwise provided in writing by Owner.
- 3.22. **PUBLIC RECORD / PROPRIETARY INFORMATION** – Any items submitted to Owner become public record under Washington State law. Public records must be disclosed upon request unless a statute exempts disclosure. Respondents are

expected to be familiar with any potentially applicable exemptions and the limits of those exemptions. Respondents must separately bind and clearly mark as "proprietary" information any information that they believe is exempt from public disclosure. Owner may reject responses that are marked proprietary in their entirety. If Owner receives a public disclosure request for records that the Respondent has marked as proprietary, Owner may notify the Respondent of this request and postpone disclosure briefly to allow the Respondent to file a lawsuit under RCW 42.17.330 to enjoin disclosure. However, this is a courtesy of Owner and not an obligation. Owner has no obligation to assert an exemption from disclosure. If the Respondent believes that its records are exempt from disclosure, the Respondent is obligated to seek an injunction. By submitting a quote, the Respondent acknowledges this obligation. The Respondent also acknowledges that Owner will have no obligation or liability to the Respondent if the records are disclosed.

- 3.23. **AWARD** – Unless otherwise stated in the solicitation, award shall be made to the responsive and responsible bidder that provides the lowest price complying with the solicitation documents. If award is to be made for reasons other than price, an evaluation criteria shall be provided in the solicitation.
 - 3.24. **EQUALLY LOW BIDS** – If equally low bids are received from responsive and responsible bidders, drawing of lots shall determine award. In such case, the drawing of lots shall be witnessed by at least three (3) persons. If time permits, the bidders shall be given opportunity to attend the drawing.
4. **RETAIL SALES AND USE TAXES**
 - 4.1. This section applies if the solicitation has stated that the Owner is exempt from retail sales tax.
 - 4.2. Owner is exempt from paying Washington State Retail sales and use taxes. However, prime contractors and subcontractors of the Owner shall refer to WAC458-20-17001 to determine their tax liability. Contractors that purchase goods to be used / installed at VHA properties must pay tax at the time of purchase as if they're the end consumer and bare that tax responsibility and liability.
 5. **PUBLIC WORKS AND PREVAILING WAGE**
 - 5.1. This section in its entirety applies to the solicitation and resulting contract if the solicitation has stated that the project is a public works project and that prevailing wage rates and law apply.
 - 5.2. All workers shall receive the prevailing rate of wage.
 - 5.3. Contractor shall be responsible and qualified to be awarded a public works project as defined in RCW 39.04.350
 - 5.4. For any solicitation resulting in Work starting July 1st 2019 or after, every bidder must have either (a) completed training on public works and prevailing wages or (b) have experience completing at least three public works projects *and* have maintained a business license in Washington for at least three years to be considered a responsible bidder.
 - 5.5. For any solicitation resulting in Work starting January 1st, 2020 or after, every bidder agrees that they will submit the required certified payrolls with L&I no less than monthly.
 - 5.6. It is the contractor's responsibility to determine the

- applicable wage classification(s) for Work that their employees will be performing on the project. Wage classifications and rates can be found at L&I's URL <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevaling-wage-rates/>
- 5.7. The project is located in Clark County. A copy of the wage rates is available for viewing in Owner's office and Owner will provide a hard copy upon request.
 - 5.8. The effective wage rate date is the bid due date. However, if the contract is signed more than 6 months after the bid due date, then the contract signing date must be utilized as the effective wage rate date.
 - 5.9. Contracts exceeding one year in duration.
 - 5.9.1. If the contract duration is carried out beyond one year then wage rates must be updated for the days following each yearly contract anniversary date. The effective wage rate date utilized is the previous effective wage rate date plus one year for each renewal year.
 - 5.9.2. An Affidavit must be filed at every yearly contract anniversary date, and a new Intent must be filed if renewing the contract for another year.
 - 5.9.3. A minimum of 5% retainage must be held throughout the year, unless the Owner or Owner's Agent has stated otherwise in the contract documents; this retainage will be paid after the affidavit(s) have been approved by L&I and contractor has fulfilled their contractual obligations. The contractor must notify the Owner or Owner's Agent when the affidavits have been approved.
 - 5.10. Residential rates are not allowed unless specifically stated in the solicitation and contract.
 - 5.11. Alternate combined forms for projects under \$2,500 whereas Owner and Contractor are liable for unpaid wages, are not allowed unless stated within the solicitation or contract. If allowed by the Owner, the total contract must not exceed \$2,500 and all work must be performed by the prime contractor with no subcontracting allowed.
 - 5.12. No payments shall be made until Intent to Pay Prevailing Wage forms have been approved by L&I (applies to Contractor and all sub-Contractors, if any).
 - 5.13. Final payment will not be made to the Contractor until all applicable Intent to Pay Prevailing Wages and Affidavit of Wages Paid forms are approved by L&I; this applies to the prime Contractor and all sub tier contractors.
 - 5.14. If contract exceeds \$10,000, Intent(s) must be posted on the job site in an area that is common and accessible by all. If the approved Intent is not yet available, the complete listing of the prevailing wage rates for the county where the job site is located may be posted until the approved form is received.
 - 5.15. Payroll Records must be kept by contractors and subcontractors for three years following the date of acceptance of the project by the awarding Owner. Upon receiving a written request from L&I, the awarding Owner or an interested party, a contractor or subcontractor must, within ten days, submit Certified Project Payroll records to L&I and to the awarding Owner.
 - 5.16. Performance and Payment Bonds on Public Works Contracts
 - 5.16.1. Performance Bond and Payment Bonds must be secured by the Contractor for all Contracts, unless other options are exercised by the Contractor as noted in the following.
 - 5.16.2. The Contractor may request to have ten percent (10%) of the contract retained in lieu of a obtaining a performance and payment bond if the contract does not exceed \$150,000. This amount continues to be retained for 30 days after the date of final acceptance, or until the receipt of all necessary releases from the DOR and L&I, whichever is later.
 - 5.16.3. Withholding this 10% in lieu of a Performance Bond and Payment Bond is not allowed on contracts exceeding \$150,000.
 - 5.17. Retainage
 - 5.17.1. A separate 5% retainage must be held on all Public Works improvement contracts. Any Contract exceeding \$35,000, that has had retainage withheld, must continue to retain 5% of the total Contract until final retainage release approval is received from DOR, L&I and ESD; in no way does this approval release the contractor from all other contract obligations. Contractor may obtain a retainage bond in lieu of having 5% retainage withheld.
 - 5.18. Wage interviews may be conducted on site and typically take approximately 5-10 minutes to complete.
 - 5.19. In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the department of labor and industries of the state and his or her decision therein shall be final and conclusive and binding on all parties involved in the dispute.
 - 5.20. Supervisors. If a supervisor does any work covered under prevailing wage, they must be paid prevailing wage for that time if it is in excess of 20% of the time worked at that job site. If they work more than 50% of the time doing work classified under prevailing wage, then 100% of their time at that job site must be paid at the applicable prevailing wage rate. (WAC 296-127-015)
- 6. GENERAL CONDITIONS OF THE CONTRACT**
- 6.1. **LAW** - The laws of the State of Washington shall govern the contract.
 - 6.2. **TYPE OF CONTRACT** - Unless otherwise stated in the solicitation, the resulting contract shall be a firm fixed-price contract, where the Contractor is paid a firm fixed-price for all required work regardless of the Contractor's actual costs of performance.
 - 6.3. **UNIT PRICE CONTRACTING** - Unit price contracting may be used if originally solicited and authorized by the Owner. Contractor must be presented with an Owner approved Purchase Order or Notice To Proceed based on predetermined unit prices with a total not-to-exceed amount prior to starting Work.
 - 6.4. **TIME & MATERIALS** - If time and materials contracting is authorized by the Owner, Contractor must invoice materials at cost and with no markup. Copies of corresponding supplier invoices must accompany the Contractor's invoice to the Owner. Profit and overhead must be included in the time/labor portion of billing. Contractor must be presented with an approved Owner's Purchase

Order or Notice To Proceed with a total not-to-exceed amount prior to starting Work.

- 6.5. **PERFORMANCE AND PAYMENT BOND** – Contractor shall submit within 7 days of award notification, for any contract exceeding \$250,000, both a payment and performance bond for 100% of the contract price, unless noted otherwise in the solicitation documents. All bonds must be obtained from surety companies authorized to do business in the State of Washington, and must be listed on the U.S. Treasury Circular Number 570.
- 6.6. **RETAINAGE** – 5% retainage shall apply to all contracts equal to or in excess of \$250,000. 10% shall apply to all contracts under \$250,000. Retainage shall be withheld and not released by Owner until all contract obligations are met and work is complete.
- 6.7. **SCHEDULE** - A schedule shall be provided and agreed to prior to Notice to Proceed complying with the solicitation documents and awarded contract. If no schedule is provided, and unless otherwise stated in the solicitation or contract, Work shall start within 10 days of Notice To Proceed and be substantially complete within 7 days following.
- 6.8. **LIMITED NOTICE TO PROCEED** - On or after the date that the contract is made, Owner may, at Owner's sole discretion, but subject to Contractor's written agreement to the terms thereof, issue to Contractor a limited notice to proceed (LNTP) directing Contractor to commence and complete the LNTP Scope of Work under and in accordance with the terms of this Agreement (such notice a "Limited Notice to Proceed" or "LNTP"). All Work performed by Contractor prior to or pursuant to the Limited Notice to Proceed shall be deemed part of the Work. Owner shall have no obligation to Contractor under this Agreement until the Owner issues the Notice to Proceed, except that, upon issuance of a Limited Notice to Proceed, Owner shall be obligated to make the payments for work as specified therein provided that Work is performed by Contractor in the manner required by such Limited Notice to Proceed and otherwise in accordance with the requirements of the Contract.
- 6.9. **CONTRACT DURATION** - Unless otherwise noted in the resulting contract based on Owner's solicitation, duration of contract shall not exceed one calendar year.
- 6.10. **COMPONENTS** - All contracts consist of but are not limited to the original solicitation document and terms and conditions noted herein.
- 6.11. **CONTRACT CHANGES** – No alteration in any of the terms, conditions, or any written form of contract will be effective without written consent of the Owner.
- 6.12. **SUB-CONTRACTING**
- 6.12.1. Contractor agrees to include these terms and conditions herein for every subcontract subject to compliance of these terms and conditions.
- 6.12.2. Contractor shall perform 100% of Work; subcontracting shall not be allowed unless specifically stated in the solicitation documents.
- 6.13. **CONTRACT CLAIMS** – Unless otherwise provided for in a specific contract, the following claims process shall govern:
- 6.13.1. A contractor must submit its claim in writing to Owner's Contracting Officer within ten (10) calendar days from the date it knew of or, in the exercise of reasonable diligence, should have known of the facts that support its claim.
- 6.13.2. All contract claims shall include at a minimum: (1) a detailed and clear statement of facts that the contracting party believes supports its position, (2) an identification of the terms from the contract and the legal authority that supports the claim, and (3) copies of pertinent documents or other materials pertaining to the claim.
- 6.13.3. The contractor or Owner's Contracting Officer may request that the parties confer to discuss the claim. Upon the receipt of such a request, the parties shall convene for that purpose within a reasonable period of time.
- 6.13.4. Owner's Contracting Officer shall issue a written decision to the concerned parties. His or her decision shall be final.
- 6.14. **INSPECTION** - Owner staff will inspect Work as it progresses and upon completion to verify Work as satisfactory. Work found to be unsatisfactory shall be promptly corrected and made acceptable at no additional cost to Owner. Owner staff shall verify that work is satisfactory and complete prior to authorizing payment of invoice.
- 6.15. **PAYMENT TERMS** – Payment terms shall be Terms Net 30 from invoice date. Invoice shall be produced within 10 days from date of completion of Work. Unless otherwise agreed to in writing, invoices shall be mailed to: Accounts Payable, 2500 Main Street, Vancouver, WA 98660.
- 6.16. **NON-ESCALATION** – Unless otherwise specified within the solicitation documents, the unit prices reflected on the contract shall remain with no provision for price increases during the term of the contract.
- 6.17. **CONTRACTOR MARK-UP LIMITS** – The amounts of General Contractors overhead, profit, and general conditions shall be negotiable on each Change Order Request (COR) and may vary according to the nature, extent, and complexity of the work. General Contractor markups shall comply with the following maximum limits:
- 6.17.1. The General Contractor shall be limited to ten percent (10%) maximum combined Profit / Overhead (Fee) markup for work self-performed, and materials purchased by their own forces.
- 6.17.2. Likewise, the General Contractor's Subcontractors shall be limited to ten percent (10%) maximum combined Profit / Overhead (Fee) markup for work self-performed by the Subcontractor, and materials purchased by their own forces.
- 6.17.3. The General Contractor shall be limited to five percent (5%) maximum combined Profit / Overhead (Fee) markup only on for work performed, and materials purchased by their subcontractors.
- 6.17.4. Likewise the General Contractor's Subcontractors shall be limited to five percent (5%) maximum combined Profit / Overhead (Fee) markup only on for work performed, and materials purchased by their sub-tier subcontractors.
- 6.17.5. In no case shall the General Contractors and/or Subcontractor's combined cumulative total for Profit /

Overhead / and General Conditions exceed fourteen percent (14%).

6.18. **INSURANCE** - Contractor shall carry applicable insurance and list each Owner and Owner's Agent as additional insured as detailed in Attachment A - Insurance Requirements.

6.19. **INDEMNIFICATION** - To the fullest extent permitted by law, CONTRACTOR/VENDOR shall indemnify, defend, and hold harmless PROPERTY OWNER, and its agents, affiliates, employees, managers, officers, other contractors, heirs and assigns (hereinafter "Indemnified Parties") from and against any and all liability, claims, damage, costs, expenses, awards, fines, judgments, and attorneys' fees (including, without limitation, expert witness fees and other litigation expenses) of every nature arising out of or in connection with CONTRACTOR/VENDOR's performance of work hereunder, or work of its agents, employees, subcontractors and/or independent contractors, or their failure to comply with any of its obligations contained in the agreement, except where the claims are caused by or resulting from the sole negligence of Indemnified Parties, and only to the extent of CONTRACTOR/VENDOR's negligence where the claim is caused by or resulting from the concurrent negligence of Indemnified Parties and CONTRACTOR/VENDOR, including its agents or employees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to PARTIES. The indemnification obligations of CONTRACTOR/VENDOR under this Agreement shall not be limited by the amounts or types of insurance (or the deductibles or self-insured retention amounts of such insurance) which CONTRACTOR/VENDOR is required to carry under this Agreement. Indemnified Parties' right to indemnification from CONTRACTOR/VENDOR under this section shall be independent of Indemnified Parties' rights under the insurance to be provided by CONTRACTOR/VENDOR under this Agreement. CONTRACTOR/VENDOR's duty to defend the Indemnified Parties is entirely separate from, independent of, and free-standing from CONTRACTOR/VENDOR's duty to indemnify the Indemnified Parties, including, without limitation, the defense of the Indemnified Parties against claims for which the Indemnified Parties (or any of them) may be strictly liable and applies whether the issue of CONTRACTOR/VENDOR's liability, breach of this Agreement or other obligation, or CONTRACTOR/VENDOR's responsibility has been determined and whether the Indemnified Parties (or any of them) have paid any sums or incurred any detriment, arising out of or resulting directly or indirectly from CONTRACTOR/VENDOR's performance of the Work. Such defense obligation shall arise immediately upon presentation of a claim by any Person which arises out of or is connected to the Work performed by CONTRACTOR/VENDOR or any of its Agents and written notice of such claim being tendered to CONTRACTOR/VENDOR.

6.20. **ARCHITECTS, ENGINEERS**, and others providing PROFESSIONAL services must provide proof of current

E&O / Professional Liability insurance with coverage of one million dollars per occurrence.

6.21. **WORKERS COMPENSATION** - As respects to Workers Compensation insurance in the State of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW). If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 RCW, the Vendor/Owner shall so certify by a letter signed by a corporate officer, indicating that it is a qualified self-insured, and setting forth the limits of any policy of excess insurance covering its employees, or any similar coverage required.

6.22. **TERMINATION OR SUSPENSION OF THE CONTRACT**

6.22.1. Termination by the Contractor

6.22.1.1. The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons: (a) Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; (b) An act of government, such as a declaration of national emergency, that requires all Work to be stopped; (c) Because the Owner has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided herein, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or (d) The Owner has failed to furnish to the Contractor reasonable evidence as required by the Contract.

6.22.1.2. The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in this section, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

6.22.1.3. If one of the reasons described in this section exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

6.22.1.4. If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing

portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided herein.

6.22.2. Termination by the Owner for Cause

6.22.2.1. The Owner may terminate the Contract if the Contractor: (a) repeatedly refuses or fails to supply enough properly skilled workers or proper materials; (b) fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers; (c) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or (d) otherwise is guilty of substantial breach of a provision of the Contract Documents.

6.22.2.2. When any of the reasons described directly above exist, and upon certification by the Owner that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety: (a) Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; (b) accept assignment of subcontracts; and (c) Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

6.22.2.3. When the Owner terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the Work is finished.

6.22.2.4. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

6.22.3. Suspension by the Owner for Convenience

6.22.3.1. The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

6.22.3.2. The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under this section. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent: (a) that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or (b) that an equitable adjustment is made or denied under another provision of the Contract.

6.22.4. Termination by the Owner for Convenience

6.22.4.1. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

6.22.4.2. Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall: (a) cease operations as directed by the Owner in the notice; (b) take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and (c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

6.22.4.3. In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

6.23. **MATERIALS, SUPPLIES, LABOR** - Contractor shall provide all necessary tools, supplies, materials, and labor to complete Work. Owner provides none.

6.24. **WARRANTY** - The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Unless otherwise stated in the solicitation or contract, labor shall be warranted for one year from completion date when work approved by Owner.

6.25. **LIENS, CLAIMS, AND ENCUMBRANCES** - Contractor warrants and represents that all the goods and materials delivered shall be free and clear of all liens, claims or encumbrances of any kind.

6.26. **PERMITS** - Unless otherwise stated in the solicitation documents, all local, State or Federal permits which may be required to provide the services ensuing from award of solicitation, whether or not they are known to either Owner or Respondent at the time of the response submittal due date

- or award, shall be the sole responsibility of the Contractor. And any costs submitted by the respondent shall reflect all costs required by the respondent to procure and provide such necessary permits.
- 6.27. **SUPERVISION** - Contractor must provide one Project Manager who shall be responsible for direction, supervision and control over their employees and/or sub-contractors and remain the sole contact person for the duration of contract.
- 6.28. **INCIDENTS** - Copies of each accident report that the Contractor or its subcontractors submit to their insurance carriers shall be furnished to the Owner's Contracting Officer as soon as possible but in no event later than three days after the date of incident/accident occurs.
- 6.29. **QUALITY ASSURANCE** - Contractor shall monitor quality control over suppliers and manufacturer's products, services, site conditions and workmanship to produce quality Work. Contractor shall comply with manufacturer's instructions.
- 6.30. **SAFETY** - Contractor shall take all necessary and reasonable precautions to prevent injury to their employees, the public, the building occupants and to prevent damage to all property. Storing, positioning, or using equipment, tools, supplies and/or materials in a manner likely to present a hazard to the public or building occupants is prohibited.
- 6.31. **OSHA/WISHA** - Contractor agrees to comply with the conditions of all applicable federal and state occupational and/or industrial safety and health acts, such as the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and the standards and regulations issued thereunder and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless Purchaser from all damages assessed against Purchaser as a result of Vendor/Owner's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.
- 6.32. **TRANSPORTATION, HANDLING, STORAGE AND PROTECTION** - Transport, handle, store and protect products in accordance with manufacturer's instructions. Do not store any materials, equipment or tools outside when work personnel are not present. Do not store materials outside overnight. Protect occupants and public from operations.
- 6.33. **BARRICADES AND SIGNAGE** - Provide and maintain applicable barricades and warning signage at all times.
- 6.34. **PROGRESS CLEANING AND DISPOSAL** - Contractor is to collect and maintain areas free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition.
- 6.35. **DAMAGE TO SITE** - Contractor shall be fully liable for repair, replacement and correction of any damage to the site(s) that are caused by the Contractor or its employees or subcontractors while performing work under the resulting contract.
- 6.36. **EXISTING CONDITIONS** - Prior to Work, Contractor must inspect site conditions and surfaces. Beginning Work is indication of acceptance of existing conditions.
- 6.37. **PARKING** - Personnel shall utilize street parking. Do not block driveways, roadways or impede public access to the site(s).
- 6.38. **COMMON AREAS** - Under no circumstances shall Contractor enter an area that is not common to all in a building unless express prior written consent is given by Owner.
- 6.39. **RESTRICTED ACCESS** - Minors, including family members of the Contractor and employees, shall not be on the project site during contract work hours and are prohibited from performing any Work under the resulting contract. Pets also shall not be on the work site. Exceptions may be necessary, but must be agreed to in writing both by Owner and Contractor.
- 6.40. **AUDITS AND RECORD RETENTION** - Owner, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under Owner contract, have access to and the right to examine any of Contractor's directly pertinent books, documents, papers, or other records involving transactions related to Owner's Contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 6.41. Contractor agrees to include in first-tier subcontracts under this Contract a clause substantially the same as in previous paragraph.
- 6.42. The periods of access and examination in previous two paragraphs for records relating to litigation or settlement of claims arising from the performance of this Contract, or costs and expenses of this Contract which Owner, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such litigation, claims, or exceptions.
- 6.43. **PROCUREMENT OF RECOVERED MATERIALS** - Owner and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Owner (EPA) at 40 CFT part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining and a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 6.44. **PROPOSAL REQUEST (PR)**
- 6.44.1. Proposal Request Initiated by Owner's Representative:
- 6.44.2. A Proposal Request is a request for information only, and is not an instruction or authorization to execute the change, or an order to stop Work in progress.
- 6.44.3. Proposal Request may include supplementary or revised Drawings, and/or Specifications to describe a proposed change to Contract Documents.
- 6.44.4. Within ten (10) working days after receipt of Proposal Request, Contractor shall submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
- a. Include a list of quantities of products required

- or eliminated and unit costs, with total amount of purchase and credits to be made. If requested, furnish survey data to substantiate quantities.
- b. Indicate applicable taxes, delivery charges, equipment rental, and amount of trade discounts.
- 6.44.5. Proposal Request Initiated by Contractor:
- 6.44.6. If latent, or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Owner's Representative.
- a. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and/or Contract Time.
- b. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchase and credits to be made. If requested, furnish survey data to substantiate quantities.
- c. Indicate applicable taxes, delivery charges, equipment rental, and amount of trade discounts.
- d. Include costs of labor and supervision directly attributable to the change.
- e. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float time before requesting an extension of the Contract Time.
- 6.44.7. The Owner's Representative will use their office form for Proposal Requests.
- 6.44.8. The Contractor may use that entities office form, based upon AIA Document G709, for Contractor Proposal Requests. Contractor's form shall be reviewed and approved by Owner's Representative prior to its use.
- 6.45. CONSTRUCTION CHANGE DIRECTIVE (CCD)**
- 6.45.1. A Construction Change Directive is issued in lieu of a Proposal Request when time is of the essence and change to Contract Sum and/or Contract Time cannot be determined prior to start of the Work.
- 6.45.2. The Owner's Representative will prepare each CCD on AIA Form G714, for Construction Change Directives, or other similar form designated by Owner's Representative. CCD's may include supplementary or revised Drawings and/or Specifications to describe the change to the Contract Documents.
- 6.45.3. Owner will sign and date a Construction Change Directive that directs the Contractor to proceed with change to the Contract Documents prior to determination of cost and/or time.
- 6.45.4. Contractor shall submit to Owner's Representative itemized change to Contract Sum and/or Contract Time within ten (10) working days, when possible, but not more than thirty (30) calendar days, except for the following conditions:
- a. Unit prices have been agreed upon and quantities cannot be determined until work described in the CCD has been completed.
- b. Owner has agreed that Contract Sum and/or Contract Time and be determined at completion of work described in CC D.
- 6.45.5. When Owner, Owner's Representative, and Contractor concur on change to Contract Sum and/or Contract Time, the change to the Contract sum and/or Contract Time will be included in a Change Order.
- 6.46. CHANGES IN THE WORK**
- 6.46.1. Owner may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be and such adjustment(s) shall be incorporated into a Change Order.
- 6.46.2. If Contractor desires to order a change in the Work, the Owner may request a written Proposal Request (PR) from Contractor. Contractor shall submit a Change Order Proposal within 10 Days of the request from Owner, or within such other period as mutually agreed. Contractor's Proposal Request shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity that may result from the change in the Work.
- 6.46.3. Upon receipt of the Proposal Request, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Proposal Request, Owner may direct Contractor to proceed immediately with the Proposal Request Work. Contractor shall proceed with any change in the Work only after it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
- 6.46.4. If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.
- 6.46.5. If Owner and Contractor are unable to reach agreement

on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within 10 Days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer, or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file a Claim.

**VANCOUVER HOUSING AUTHORITY
NEW HIRING SECTION 3 COMPLIANCE**

It is the VHA's goal, to the greatest extent feasible, to continue to direct economic opportunities to low- and very low-income persons, tenants of public and assisted housing in particular and to businesses that provide economic opportunities to low- and very low-income persons on all projects it is involved.

This form is distributed to the General Contractor. GC is required to provide this form to all subcontractor's hired for this project. Review the information below when the need to hire new employee's or subcontractors (at any tier) for this project arises:

- Contact Bridgette Fahnbulleh (360-993-9556 or bfahnbulleh@vhausa.com) the VHA Section 3 coordinator, to inform her of your hiring need. Do this as far in advance as possible.
- Check the HUD Section 3 Business Registry – a listing of firms that have self-certified they meet one of the regulatory definitions of a Section 3 business and are included in a searchable online database <http://www.hud.gov/Sec3Biz>.
- Post job openings in the HUD Opportunity Portal <https://hudapps.hud.gov/OpportunityPortal>
- Advertise to fill vacancies at the site and/or placed hiring signs or posters in prominent places at job site.

Attachment D – QUOTE FORM

Solicitation: 2022 KPS Landscaping

Company Name: _____ Address: _____

Contact Name / Phone / Email _____

Submit the following items with Quote/Bid.

- This Quote Form (Attachment D)
- Reference Form if you have not had a contract with Owner within the last five years.

The undersigned Bidder certifies that this bid is genuine and not collusive and that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the Agency or any person interested in the proposed contract; and that all statements in said bid are true.

Initials _____

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, 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. Initials _____

The undersigned Bidder, hereby certifies that, it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; have not within a three-year period preceding this Bid 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; 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 stated herein; and have not within a three-year period preceding this response had one or more public transactions (Federal, State or local) terminated for cause or default. Initials _____

This project [is] [is not] exempt from Washington State retail sales tax. If tax exempt: see tax exemption statement in General Conditions; all taxes to be paid by Contractor shall be included in the base bid; State prevailing wages [do] [do not] apply to this project (see Attachment A Standard Terms and Conditions Wage Rates section for details); Residential rates [are] [are not] allowed.

The undersigned, being familiar with local conditions affecting the cost of work, and with the specifications found in the Request For Quote, Quote Form, Scope of Work, and Addenda, if any thereto, as prepared by and on file in the offices the Vancouver Housing Authority, Vancouver, Washington, hereby proposes to furnish all labor and services required to complete the work, all in accordance with the Specifications and Statement of Work, including taxes and permits to complete the project for the unit price amounts listed on the following page.

UNIT PRICES

There is no minimum or maximum quantity commitment or any commitment to use unit prices unless a Purchase Order or Notice To Proceed with a Not To Exceed amount is presented by Owner's Agent. Estimated quantities are only utilized to determine the lowest bid amount. Owner's Agent may solicit quotes/bids for additional similar work separately from this solicitation and resulting contract.

Please provide bid amounts below. Extension Amount is the estimated quantity multiplied by the each amount.

No.	Est. Qty	Description of Services	U/M	Ea Amount	Extension Amount
1	12	Landscaping per statement of work	Monthly Rate	\$ _____.	\$ _____.
		Flat of color installed per statement of work	Ea Flat	\$ _____.	\$ _____.
		Labor for any other related work, per hour, per person. Ask the solicitation contact for clarification if you believe that multiple wage classifications are necessary.	Per Labor Hour	\$ _____.	\$ _____.
		<i>Materials for any work performed at the hourly rate noted in the preceding item shall be added at cost with no mark-up</i>			

Note a yearly cost escalation in percentage, if any. ___ No escalation or ___% per year. Escalation will be added to a price analysis to determine the lowest bidder. % is compounded yearly.

If your company has any minimum charges or other applicable extra charges that are not included within the above pricing, contact the solicitation contact prior to the due date for questions and requests for clarifications.

State of Washington Contractor's License No.: _____

Washington UBI No.: _____

Bidding Company Name: _____

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, 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.

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:	
Signature	Date
Print Name and Title	Location or Place Executed: (City, State)

Attachment E – Statement of Work

1. Purpose

1.1. Key Property Services, Inc. is seeking proposals for the professional maintenance of landscaping for the KPS managed properties described in Section 3 “Location of Work”. Contractor estimate and attachment D “Quote Form” should be provided for each location separately.

2. Statement of Work

2.1. Provide a frequency schedule and perform all work necessary for the landscape maintenance of the community. Such work includes, but is not limited to the following:

- a) Mowing, edging, trimming and fertilization of lawn areas
- b) Trimming and pruning of plant material
- c) Weed elimination/control and edging of plant beds
- d) Removal of debris from site
- e) Maintain irrigation system including start-up and winterization

2.2. General Requirements

- a) Contractor personnel shall be professional in appearance and conduct.
- b) Contractor personnel should be in uniform while on site working.
- c) Contractor will provide written property inspection report no less than two times per year.

2.3. Mowing, Trimming, Edging, Blowing & Clean-up:

- a) Contractor is to provide all necessary tools, supplies, materials and equipment to perform work requested.
- b) Grass is to be maintained at a lower height range during cool, wet season and maintained at a higher height range during hot, dry season.
- c) Excess grass clippings are to be removed out of mulch beds, blown off sidewalks and parking areas each time mowing is done. Contractor shall remove all organic debris and litter from property.
- d) All grass areas adjacent to paved surfaces or structural edges such as sidewalks, walkways, driveways, parking lots, curbing, header, retaining walls and any other paved surfaces should be edged every other time the grass is mowed.
- e) Trees or structures in grass areas will be maintained with a “tree ring” and should be maintained with an edger as needed.

2.4. Weed Control

- a) Weeding of plant beds will be performed on as needed basis to control weed population.
- b) Weed control will be performed as necessary to eliminate weeds in open beds, ornamental plants, joints in walks, curbs, drives and drainage areas.

c) Weed control will be performed using appropriate manual and/or chemical control methods; including but not limited to, applying a pre-emergent to bed areas two times per year.

2.5. Seasonal Items

- a) Seasonal color planting around Monument signs, site entrance and office/clubhouse entrance will be done twice per year.
- b) Fall and winter leaf removal will be done on scheduled site visits.
- c) Accumulated leaves will be raked or blown from focal areas, plant beds and drainage areas.

2.6. Irrigation Start-Up/Monitoring/Winterization and Backflow Testing

- a) A qualified irrigation technician shall open the main valves, inspect and adjust all sprinkler heads, re-program and check battery back up in controller, and troubleshoot the system.
- b) Monitoring of the irrigation system will be conducted by contractor throughout the season.
- c) Contractor will notify Owner/Agent of malfunction or damage to the system's integrity. The cost of each repair will be provided to the on-site property manager on an itemized proposal for approval based on supplemental pricing.
- d) Irrigation inspections and written reports shall be conducted at a minimum of three times per year.
- e) A qualified irrigation technician shall close all backflow valves, drain backflow devices and turn off the irrigation controllers for the winter.
- f) Contractor shall perform annual backflow testing prior to the due date for each property. Contractor shall schedule this with on-site staff annually.

3. Location of Work

Willow Creek and Cougar Creek Apartments
148 and 72 unit apartment communities managed from one location
8500 NE Hazel Dell Ave.
Vancouver, WA 98685

Camas Ridge Apartments
1420 NW 28th Ave
Camas, WA 98607

4. Deliverables Schedule and Duration

4.1. Landscaping is to be completed weekly as outlined in Section 2 of this document.

5. Standards and Special Requirements

5.1. Safety Standards shall be followed in accordance with ANSI Z133.1.

5.2. State prevailing wage rates apply, see attachment B, Standard Terms and Conditions.

5.3. This project is exempt from Washington State retail sales tax. See tax exemption statement in General Conditions; all taxes to be paid by Contractor shall be included in the base bid.

6. Type of Contract/Payment Schedule

6.1. The resulting contract will be a firm fixed-price per unit type contract. Payments for the monthly services and any additional work approved by management will be Terms net 30 from the invoice date or completion of work, whichever occurs later. Intents should be filed at the beginning of the contract term and affidavits filed at the end of the contract yearly

Attachment F - Prevailing Wage Rates

State of Washington
Department of Labor & Industries
Prevailing Wage Section – Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total.

A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 01/28/2021

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Clark	Landscape Construction	Landscape Operator	\$57.87	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Clark	Landscape Construction	Landscaping or Planting Laborer	\$39.87	<u>6Z</u>	<u>1M</u>		View
Clark	Landscape Maintenance	Groundskeeper	\$14.49		<u>1</u>		View