

PUBLIC WORKS MAINTENANCE CONTRACT

This Contract is entered into between Puget Sound Regional Fire Authority, a municipal corporation, referred to as "Owner", and _____, referred to as "Contractor."

In consideration of the following terms and conditions and those contained in the documents incorporated by reference and made a part of this Contract, the parties agree as follows:

1. THE PROJECT

- 1.1. The Contractor shall perform all work and furnish all tools, materials, labor and equipment for the Owner and all work associated with the project entitled: Puget Sound Fire Custodial Services
- 1.2. The Project shall be performed in accordance with this Public Works Contract and the following Contract Documents: **Exhibit 1 – Scope of Work, Exhibit 2, Contractor’s Estimate** and all other forms and documents referenced in such documents which are hereby referred to as the Contract Documents and by this reference are made a part of this Contract.
- 1.3. The Contract Documents shall be read together. Unless otherwise specified in this Agreement. In the event that any of the terms of Contract Documents conflict with each other, the following shall be the order of precedence:
 - 1.3.1. The terms of this Document entitled “Public Works Contract” shall take precedence over the terms of **Exhibits 1, and 2**. The terms of **Exhibit 1** shall take precedence over the terms of **Exhibit 2**. Any conflicts in the contract documents shall be brought to the attention of the Owner.
- 1.4. The Contractor shall provide and bear all expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Project provided for in the Contract Documents and every part thereof, except as mentioned in the specifications to be furnished by the Owner.
- 1.5. The Contractor is responsible for complying with all Federal, State, and local regulations affecting the Project including but not limited to Chapter 70.86 RCW, Chapter 296-305 WAC and Chapter 294-24WAC.

2. COMPENSATION

- 2.1. The Owner shall pay the Contractor for the full performance of the Contract the sum of \$ _____ per month in accordance with the provisions below.

- 2.2. The Contractor shall provide monthly statements which shall indicate the work performed as of the end of the period covered by the statement.
- 2.3. Statements received by the 10th day of the month and approved by the Owner will be processed for payment the same month.
- 2.4. The Owner shall determine the amounts owing to the Contractor based on compliance with the work requirements and on evaluations of Contractor's statements.
- 2.5. Washington State Sales Tax shall be included on each statement submitted by the Contractor.

3. BOND

- 3.1. In accordance with RCW 39.08.010, in lieu of posting a performance and payment bond, Contractor shall provide a 10% retainage bond to be held and managed consistent with the requirements specified in Section 14.

4. PERFORMANCE MEASURES AND LIQUIDATED DAMAGES

- 4.1. Timely performance of the services under this agreement is critical to the mission and operational needs of the Owner. Because of difficulty in computing the actual damages to Owner arising from any delay in timely performance, the parties have determined in advance and agreed that if the Contractor fails to timely perform work at any of the designated Service Locations more than three times in any 3 month period, then following written notice of noncompliance, the Contractor's total monthly compensation shall be reduced by 5% for each subsequent failure to timely perform that occurs within three months of the date of the written notice. The parties agree that this amount represents a reasonable forecast of the actual damages that Owner will suffer by failure of the Contractor to timely perform the work within the agreed time frames. The execution of the Contract shall constitute acknowledgment by the Contractor that the Contractor has ascertained and agrees that Owner will suffer actual damages in the above amount for Contractor's failure to meet the performance measures specified in this Section.

5. INDEMNIFICATION AND HOLD HARMLESS

- 5.1. The Contractor shall indemnify, defend and save the Owner and its commissioners, officers, employees and agents harmless from any and all claims and risks and losses, damages, demands, suits, judgments and attorney's fees or other expenses of any kind on account of or relating to injury to or death of any and all persons or on account of all property damage of any kind, or in any manner connected with the work performed under this Contract, or caused in whole or in part by the Contractor, a subcontractor or their property, employees or agents during performance of the work or at any time before final acceptance, except only for those losses resulting from the sole negligence of the Owner with regard to activities within the Contractor's scope of work

- 5.2. Should a court of competent jurisdiction determine that this 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 members, officers, employees and agents, 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 Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
- 5.3. In an arbitration or lawsuit with respect to this hold harmless provision, the Contractor shall prepare and defend that lawsuit at its own cost and expense. If judgment is rendered or settlement made requiring payment of damages by the Owner, its officers, agents, employees and volunteers, the Contractor shall pay the same.

6. INSURANCE

- 6.1. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The Owner reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- 6.2. The Contractor's and all sub contractors' insurance coverage shall be primary and non-contributory insurance as respects the Owner's insurance, self-insurance, or insurance pool coverage. The Contractor shall provide the Owner and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Owner. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.
- 6.3. All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):
 - 6.3.1. The Owner and its officers, elected officials, employees, agents, and volunteers;
 - 6.3.2. The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor describes limits lower than those maintained by the Contractor. Additional insured status shall include Products Completed Operations.

6.4. The Contractor shall deliver to the Owner a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the Project.

6.5. The insurance shall provide the minimum coverage and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Owner. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

7. TYPES AND LIMITS OF INSURANCE REQUIREMENTS

7.1. The Contractor shall maintain Workers' Compensation Insurance and/or Longshore and Harbor Workers Insurance as required by State or Federal statute, for all of Contractor's employees to be engaged in work on the Project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and/or Longshore and Harbor Workers' Insurance for all of the latter's employees engaged in such work. The Contractor's Labor & Industries account number shall be noted on the Certificate of Insurance.

7.1.1. A policy of Commercial General Liability Insurance, including:

Per project aggregate

Premises/Operations Liability

Products/Completed Operations – for a period of three years following final acceptance of the Project.

Personal/Advertising Injury

Contractual Liability

Independent Contractors Liability

Stop Gap / Employers' Liability

Explosion, Collapse, or Underground Property Damage (XCU)

7.1.2. Such policy must provide the following minimum limits:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury, each offence

\$2,000,000 Personal & Advertising Injury, Aggregate

7.1.3. Stop Gap / Employers' Liability

\$1,000,000 Each Accident

\$1,000,000 Disease - Policy Limit

\$1,000,000 Disease - Each Employee

7.1.4. Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants"

are to be transported. Such policy(ies) must provide the following minimum limit:
\$1,000,000 combined single limit

8. CHANGE ORDERS

8.1. The Owner reserves the right to make, at any time during the Project, such changes in quantities and such alterations in the Project as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered. The Contractor shall proceed with the work upon receiving a written change order approved by the Owner. In spite of any protest or claim, the Contractor shall proceed promptly with the work as the Owner orders.

9. CLAIMS

9.1. The Contractor shall give written notice to the Owner of all claims other than change orders within five (5) calendar days of the occurrence of events giving rise to the claim. Any claim for damages, additional payment for any reason, or extension of time, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement. **FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.**

10. TERM, TERMINATION AND RENEWAL:

10.1. This Contract shall be effective _____, 20__ and shall remain in effect until December 31, 20__ unless terminated earlier in accordance with the early termination provisions herein.

10.2. If Contractor breaches any of its obligations under this Contract, and fails to cure the same within five (5) days of written notice to do so, the Owner may terminate this Contract, in which case the Owner shall pay the Contractor cost incurred to date of written notice.

10.3. The Owner may terminate this Contract upon ten (10) days written notice to the Contractor for any reason and without cause in which case the Owner shall pay the Contractor for costs incurred to the date of written notice.

10.4. The Owner may, in Owner's sole discretion, grant a renewal of this Contract for up to an additional three years subject to mutual agreement on the adjustment of any Compensation under Section 2.

10.5. In the event the Owner substantially changes the scope of the Work identified in Section 1, Contractor shall have the right to terminate this Contract upon thirty (30) days written notice to the Owner.

11. CONTRACTOR RECORDS

11.1. Contractor agrees to make all project related books and records available to the Owner for inspection, review, photocopying and audit in the event of a Contract related dispute, claim, modification or other Contract related action at reasonable times and at places designated by the Owner.

12. DEFECTIVE OR UNAUTHORIZED WORK

12.1. The Owner reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this contract, and extra work and materials furnished without the Owner's written approval. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the Project, the Owner may complete the Project by contract or otherwise, and the Contractor shall be liable to the Owner for any additional costs incurred by the Owner. "Additional costs" means all reasonable costs incurred by the Owner, including legal costs and attorneys' fees, beyond the maximum contract price under this Agreement. The Owner further reserves the right to deduct the cost to complete the Project, including any additional costs, from any amounts due or to become due to the Contractor

13. PREVAILING WAGES

13.1. The Contractor represents under penalty of perjury of the laws of the state of Washington, that the only individuals providing services under this contract are exempt from prevailing wages pursuant to WAC 296-127-026 as either the sole owner or spouse of the owner of Contractor's company, a partner owning at least thirty percent of Contractor's Company or the president, vice president or treasurer of the Contractor's corporation if such officer owns at least thirty percent of the corporation.

Signature of Contractor

If not signed by Contractor, the following paragraph shall control.

13.2. The Contractor shall pay prevailing wages and shall comply with chapter RCW 39.12 and chapter 49.28 RCW. A Notice of Intent to Pay Prevailing Wages and prevailing wage rates for the Project must be posted on the Project site. At the end of December each year this contract is in force, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification

by the director. Final payment on the Contract shall be withheld until certification by the director has been received by the Owner that the prevailing wage requirements of the statute have been satisfied. The Contractor certifies that it has not been cited for two violations within the last five (5) years, and is not prohibited from bidding on public works contract. The Contractor further certifies that it will use no subcontractor who is prohibited.

13.3. Prevailing Wages for the county in which the Project is located can be found at:

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

14. RETAINAGE

14.1. Pursuant to RCW 60.28, Contractor shall provide a 10% retainage bond. Such bond shall be issued by surety licensed to business in the State of Washington acceptable to Owner in a form substantially in compliance with the form included in the Contract Documents. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Title 82 RCW, and (2) the claims of any person arising under the Contract.

14.2. The Contractor agrees to notify Owner within five (5) days of the receipt of any of the following:

14.2.1. Notification that a lien may be claimed by any person, firm or corporation furnishing materials, supplies or equipment to any subcontractor for work on the project in accordance with RCW 60.28.015.

14.2.2. Notification by the Department of Labor and Industries of any proceedings, complaint or investigation conducted under the provisions of RCW 39.12.065.

14.2.3. The retained percentage may be held by Owner until all claims and proceedings referred to above have been resolved to the satisfaction of Owner.

14.2.4. In the event the retainage is insufficient to cover payment of the items set forth in Section 14.1, Contractor shall be liable for all such insufficiencies and all costs incurred by Owner, including attorney fees, to recover such insufficiencies.

14.3. The Owner shall close out each contract year and at the end of December. The retainage bond shall remain in place until such time as the Owner closes out the final year of this Contract and, at that time, the Owner shall release the retainage in accordance with RCW 60.28.051-.080.

15. PROJECT SAFETY.

15.1. The Contractor shall be solely and completely responsible for safety conditions on the job site, including the safety of all persons and property during performance of the work to complete the Project. The services of Owner's employees or the Owner's agents or Consultant's personnel in conducting construction review of the

Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding or trenching, or safety measures in, on or near the construction site. The Contractor shall provide safe access for the Owner and its inspectors to adequately inspect the quality of work and the conformance with project specifications.

15.2. Contractor is responsible for locating any underground utilities affected by the Project and is deemed to be an excavator for purposes of chapter 19.122 RCW. Contractor shall be responsible for compliance with chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities. Contractor is also responsible for ensuring adequate trench safety and compliance as required by the Washington State Industrial and Health Act. The Contractor shall be responsible to notify, pay for and coordinate Contractor's work with One Call service at 456-8000.

16. DISPUTE RESOLUTION

16.1. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days of a party notifying the other parties in writing that a dispute exists "Dispute Notice." The participating parties shall share equally the costs of mediation and each participating party shall be responsible for its own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

16.2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 45 calendar days of the Dispute Notice or within 30 days of end of the mediation, either party may submit the dispute to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Superior Court as amended, located in the county in which the Project is located, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with all participating parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. The prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the arbitrator.

16.3. Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the Superior Court of the County in which the Project is located. The court shall determine all questions of law and fact without empanelling a jury for any purpose.

16.4. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the

dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

- 16.5. The prevailing party in any action to enforce the terms of this contract, in addition to costs, shall be entitled to reasonable attorney's fees and expenses of arbitration including expert witness fees, paralegal costs and copying costs as determined by the arbitrator or court including costs and fees incurred on appeal.

17. LIMITATION OF ACTIONS

- 17.1. **CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.**

18. MISCELLANEOUS PROVISIONS

- 18.1. Independent Contractor. The parties intend that the Contract Document will create an independent contractor relationship.
- 18.2. Nondiscrimination. In the hiring of employees for the performance of work under the Contract Documents the Contractor, its subcontractors, or any person acting on behalf of Contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
- 18.3. Nonwaiver of Breach. The failure of the Owner to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.
- 18.4. Governing Law. The Contract Documents shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the Owner and Contractor under any of the provisions of the Contract Documents, resolution of that dispute shall be available only through the jurisdiction, venue, and rules of the Superior Court of the County in which the Project is located.
- 18.5. Written Notice. All communications regarding the contract shall be sent to the parties at the addresses listed on the signature page of the contract, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the contract.

18.6. Assignment. Any assignment of this contract by the Contractor without the written consent of the Owner shall be void.

18.7. Modification. No waiver, alteration, or modification of any of the provisions of the Contract Documents shall be binding unless in writing and signed by a duly authorized representative of the Owner and Contractor.

18.8. Severability. If any one or more sections, sub-sections, or sentences of the contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of the contract and the remainder shall remain in full force and effect.

18.9. Entire Agreement. The written provisions and terms of the Contract Documents, supersede all prior verbal statements by any representative of the Owner, and those statements shall not be construed as forming a part of or altering in any manner the Contract Documents. The Contract Documents and any attached Exhibits contain the entire agreement between the parties.

Owner

Contractor

By: _____

By: _____

Contractor Reg. No. _____

UBI Number: _____

Dated: _____

Dated: _____

EXHIBIT 1 – SCOPE OF WORK

EXHIBIT 2 – CONTRACTOR’S PROPOSAL

EXHIBIT B - STATEMENT OF CONTRACTOR'S QUALIFICATIONS

Each Contractor submitting a Bid for this Project shall submit, as part of its Bid, the following information:

1. Project Name: _____ Project Number: _____
2. Contractor's Business Name: _____
3. Business address: _____
4. Business phone: _____ Fax: _____
5. Name and contact information for individual authorized to receive notices and negotiate contracts:

6. How many years have you been engaged in the custodial business under the present firm name?
_____ (the RFA considers three (3) years to be the minimum).
7. Describe the general character of work performed by your company: _____

8. List as least five custodial contracts completed by your company similar in scope to the RFP, including contracting agency, type of work and approximate costs: (Provide contract references with phone numbers- Provide additional pages if needed to describe any additional relevant experience)
 - a) _____
 - b) _____
 - c) _____
 - d) _____
 - e) _____

The RFA will contact all of the listed references and may conduct a site visit of one or more of the projects or contacts listed.

9. Bank references: _____
10. State of Washington Excise Tax Registration No.: _____
11. Industrial Insurance Account No.: _____ Account Current: Yes___ No___
12. Current UBI Number: _____ Account: Open___ Closed___
13. Employment Security Department (ESD)
 - Number: _____
 - Documentation available from ESD: Yes___ No___
14. Is your company or any company with which the bidder is affiliated, listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes___ No___

15. I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of this project should I be awarded the contract

Company: _____

Authorized Signature: _____

Print Name and Title: _____

EXHIBIT C - PROPOSAL FORM

NOTE TO CONTRACTORS: Use preferably **BLACK** ink for completing this Proposal form.

PROPOSAL DUE: 11:00 A.M.
Thursday, December 19, 2019

PROPOSAL:

To: Puget Sound Regional Fire Authority

Address: 24611 116th Avenue SE
Kent, Washington 98030

Project Title: CUSTODIAL SERVICES FOR PUGET SOUND REGIONAL FIRE AUTHORITY

Puget Sound Regional Fire Authority
24611 116th Avenue SE
Kent, Washington 98030

Contractor’s person to contact for additional information on this Proposal:

Company: _____

Contact Person: _____

Telephone: _____ Fax: _____

BIDDER’S DECLARATION AND UNDERSTANDING:

The undersigned, hereinafter called the Contractor, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official or representative of the OWNER, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Contractor further declares that it has carefully examined Contract Documents for services, that it has inspected the sites and work locations where the work is to be performed, that it has satisfied itself as to quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of quantities of work and materials as included in this Form of Proposal is brief and is intended only to indicate the general nature of the work and to correlate said quantities with detailed requirements in the Contract Documents, and that this Proposal is made according to provisions and under terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

CONTRACT EXECUTION, BONDS & INSURANCE:

The Contractor agrees that its Proposal shall not be withdrawn for a period of 90 days after bid opening. The Contractor further agrees that if this Proposal is accepted, it will, within 10

calendar days after receipt of Notice of Award, sign the Contract and deliver to the OWNER the required Retainage Bonds and Certificates of Insurance, and will, to the extent of its Proposal, furnish all machinery, tools, apparatus, and labor to do the work and furnish all the materials necessary to complete all Work as specified or indicated in the Contract Documents.

SALES AND USE TAXES:

Prices quoted in the Proposal shall **NOT** include local and state sales taxes applied to the Owner's payments. The OWNER will pay the local and state sales taxes directly to the CONTRACTOR based on the monthly invoices. All other taxes as required by the laws and statutes of the State and its political subdivision shall be paid by the CONTRACTOR.

ADDENDA:

The Contractor hereby acknowledges that he has received Addenda No's. _____, _____, _____, _____, (Contractor shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and further agrees that his Proposal(s) includes all impacts resulting from said Addenda.

BASE BID:

Base bid includes but is not limited to custodial services, for ten (10) sites, as identified in Sections 6 and 7, Scope of Work for Custodial Services. Base bid will be based on the "Per Month" cost and broken out per work site.

The bidder agrees to accept as full payment for the Work, as specified in the Contract Documents and shown on the Drawings, and based upon the undersigned's own estimate of quantities and costs, the following per work site:

Fire Administration:

DOLLARS (\$) _____),

Fire Garage:

DOLLARS (\$) _____),

Logistics:

DOLLARS (\$) _____),

South King County Fire Training Consortium/King County Medic One Office Space:

DOLLARS (\$) _____),

South King County Fire Training Consortium Classroom 129:

DOLLARS (\$) _____),

Strategic Planning/Finance Office Space:

DOLLARS (\$) _____),

FDCARES Office Space:

DOLLARS (\$) _____),

Information Technology Office Space:

DOLLARS (\$) _____),

E-911 Office Space:

DOLLARS (\$) _____),

Puget Sound Regional Fire Authority Multi-Purpose Room:

DOLLARS (\$) _____),

Validity of Proposal:

The undersigned hereby agrees this PROPOSAL shall be a valid and firm offer to contract for a period of ninety (90) days from closing time for the submission of Proposals.

Acceptance of Proposal:

Within ninety (90) days after the closing time for the submission of Proposals, the RFA will act either to accept Proposals from one or more Contractors or to reject all Proposals. The RFA reserves the right to request extension of such Proposal acceptance period. The acceptance of all or part of a Proposal will be evidenced by a written Notice of Intent to Award Contract for the sites identified in the Notice, such Notice being delivered via mail, email or personal delivery to the Contractor together with a request to furnish evidence of insurance to execute the agreement set forth in the Request for Proposal.

Contractor recognizes the RFA may award separate contracts for one or more separate sites and Contractor recognizes that this Proposal may be interpreted as a separate Proposal for each site.

Execution of Contract

The undersigned will, within the ten (10) days after receipt of a Notice of Intent to Award Contract, execute a Contract in the form provided in the Request for Proposal.

BIDDER:

The name of the BIDDER submitting this Proposal is _____

doing business at _____, _____, _____, _____
(Street) (City) (State) (Zip)

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

Proposal Signature.

The Proposal shall be signed by the Contractor, as follows:

Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" in the Official Capacity line.

Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" in the Official Capacity line.

Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. If the Proposal is signed by officials other than the president and secretary of the company, or the president / secretary / treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Proposal.

Joint Venture: Each party of the joint venture shall sign in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

Name of Firm _____

Signed by _____, Official Capacity _____

Print Name _____

Signed by _____, Official Capacity _____

Print Name _____

Signed by _____, Official Capacity _____

Print Name _____

Address _____

City _____ State _____ Zip Code _____

Date _____ Telephone _____ FAX _____

UBI No. _____

Federal Tax ID # _____ e-mail address: _____

END OF SECTION

EXHIBIT D

**COMBINED AFFIDAVIT & CERTIFICATION FORM:
NON-COLLUSION, MINIMUM WAGE (NON-FEDERAL AID)**

NON-COLLUSION AFFIDAVIT

Being first duly sworn, deposes and says, that he/she is the identical person who submitted the foregoing Bid, and that such Bid is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and further, that the deponent has not directly induced or solicited any other individual or entity to put in a sham bid, or to refrain from submitting a bid, and that deponent has not in any manner sought by collusion to secure to himself/herself or to any other person any advantage over other bidder or bidders.

AND

MINIMUM WAGE AFFIDAVIT FORM

I, the undersigned, having duly sworn, deposed, say and certify that in connection with the performance of the work of this project, I will pay each classification of laborer, workman, or mechanic employed in the performance of such work not less than the prevailing rate of wage or not less than the minimum rate of wage as specified in the principal contract; that I have read the above and foregoing statement and certificate, know the contents thereof and the substance as set forth therein is true to my knowledge and belief.

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

NAME OF BIDDER'S FIRM

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF BIDDER

EXHIBIT E

Certification of Compliance with Public Works Contractor Training Requirements
The bidder hereby certifies that the bidder is in compliance with the Washington State Department of Labor and Industries Contractor Training Requirement established by RCW 34.04.350 or is exempt from such requirements

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

NAME OF BIDDER'S FIRM

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF BIDDER

EXHIBIT F - KING COUNTY PREVAILING WAGE RATES

Source: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Effective Date: January 1 of Contract Year

County: King

Trade: Building Services Employees

END OF SECTION

EXHIBIT G

Bond No.
RETAINAGE BOND

KNOW ALL BY THESE PRESENTS: That _____, a corporation existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of Washington, as Principal, and _____, a corporation organized and existing under the laws of the State of _____ and authorized to transact the business of surety in the State of Washington, as Surety, are jointly and severally held and bound unto Puget Sound Regional Fire Authority "RFA" and the State of Washington (State), and are similarly held and bound unto the beneficiaries of the trust fund created by Chapter 60.28 Revised Code of Washington (RCW), and their heirs, executors, administrators, successors and assigns in the penal sum of _____ Dollars (\$ _____), plus 5% of any increases in the contract amount that have occurred or may occur, due to change orders, increases in the quantities or the addition of any new item of work.

WHEREAS, the Principal has executed Contract for _____ (Project Number _____) with the RFA; and

WHEREAS, said Contract, RCW 39.08.010 and Chapter 60.28 RCW require the RFA to withhold from the Principal the sum of ten percent (10%) from monies earned by the Principal on estimates during the progress of the work, hereinafter referred to as earned retained funds; and

WHEREAS, the Principal/Surety has requested that the RFA accept a bond in lieu of earned retained funds as allowed under Chapter 60.28 RCW.

NOW, THEREFORE, this obligation is such that the Surety, its successors and assigns, are held and bound unto RFA, State and unto all beneficiaries of the trust fund created by RCW 60.28.011 (1) in the aforesaid sum. This bond, including any proceeds therefrom, is subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. The condition of this obligation is such that if the Principal shall satisfy all payment obligations to persons who may lawfully claim under the trust fund created pursuant to Chapter 60.28 RCW, to the State of Washington, and to the RFA, and indemnify and hold the RFA harmless from any and all loss, costs, and damages that the RFA may sustain by release of said retainage to Principal/Surety, then this obligation shall be null and void provided the Surety is notified by RFA that the requirements of RCW 60.28.021 have been satisfied and the obligation is duly released by RFA; otherwise it shall remain in full force and effect.

IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal. The Surety will not be discharged or released from liability for any act, omission, or defense of any kind or nature that would not also discharge the Principal.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety, the RFA, State and, the beneficiaries of the trust fund created by Chapter 60.28, Revised Code of Washington (RCW) and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this _____ day of _____ 20__

Principal:	Surety:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
City / State / Zip Code: _____	City / State / Zip Code: _____
Telephone No.: _____	Telephone No.: _____
Witness: _____	Witness: _____

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