



PUBLIC WORKS DEPARTMENT

REQUEST FOR QUOTES

AND

CONTRACT DOCUMENTS

FOR

**2023-2025 HVAC PREVENTIVE MAINTENANCE
AND REPAIRS**

December 2022

PUBLIC WORKS DEPARTMENT

REQUEST FOR QUOTES

**CITY OF CAMAS PUBLIC WORKS DEPARTMENT
2023-2025 HVAC PREVENTIVE MAINTENANCE AND REPAIRS**

Sealed proposals will be received by the City of Camas, Administrative Services, 616 NE 4th Avenue, Camas, Washington, until 1:00 p.m. on Thursday, January 5, 2023. and will then and there be publicly read.

Eligible Contractors shall be listed with MSRC Rosters on the Small Works Roster as of Monday, December 5, 2022, under Facility Construction, Repair, and Maintenance - HVAC Installation, Inspection, and Maintenance. Plans and Bid Specifications will be emailed to eligible Contractors.

A Bid Bond is not required for this project. A Contract Bond for 100% of the contract amount will be required for the awarded Contractor.

The improvement for which quotes will be received follows:

Sealed quotes in envelopes marked with the Bidder's name, Project Title and Project number will be received at the time and address noted above.

Contract Scope

This contract is for the purchase of HVAC Services for preventative maintenance and non-scheduled maintenance and repairs. This contract is only for routine preventative maintenance and repairs to restore an HVAC system to an operational state. This contract is not for upgrades, overhauls, improvements to existing systems, or new system installs. Work to be in accordance with the current version of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction.

**For questions, please contact Will Noonan, Public Works Operations Manager,
(360) 817-1563 or wnoonan@cityofcamas.us at the City of Camas.**

The Contractor is obligated to pay Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County, effective January 5, 2023. Wage rates are not included in this packet. A printed copy of the wages rates are available for viewing at Camas City Hall. The City of Camas will mail a hard copy upon request. Rates applicable to this project can be looked up at the Washington State Department of Labor and Industries web site at:

www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp

Mandatory Pre-Bid Meetings

Mandatory Pre-Bid Meetings will be conducted on Friday, December 9, 2022, and Thursday, December 15, 2022. Each session will begin at 8:30 a.m. Bidders are required to attend one of the two meetings. There is no need to attend both meetings. The Pre-Bid Meetings will begin in the Camas Annex Building located at 528 NW 4th Avenue. Bidders will be provided with a list of addresses to City Facilities. Following a project overview discussion, attendees will be asked to accompany staff on a site-visit to project related locations. Bidders are responsible for their own transportation.

American Made:

In an effort to maximize the creation of American jobs and restoring economic growth, the City of Camas encourages the use of products and services that are made in the United States of America whenever and wherever possible.

Disadvantaged Businesses:

The City of Camas encourages the solicitation and recruitment, to the extent possible, of certified minority-owned (MBE), women-owned (WBE), emerging small (ESB) businesses, and other disadvantaged companies in the construction of this project.

Civil Rights Act:

The City of Camas is an Equal Employment Opportunity employer.

The City of Camas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency in consideration for an award.

The Contractor will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, marital status, race, creed, color, national origin, disability, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974 (42 USC Section 5309); Civil Rights Act of 1964, Title VII (42 USC Section 2000e); Civil Rights Act of 1968, Title VIII (Fair Housing Act) (42 USC Sections 3601 - 3639); Executive Order 11063 (Equal Opportunity in Housing); Executive Order 11246, as amended (Equal Employment Opportunity); Architectural Barriers Act of 1968 (42 USC 4151, et seq.); Americans with Disabilities Act (42 U.S.C. 12101, et seq.); and Section 3 of the Housing and Urban Development Act of 1968, and 24 CFR 570.601.

The Contractor will not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, sexual orientation, national origin, disability, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Architectural Barriers Act of 1968; Americans with Disabilities Act; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended).

The City of Camas expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsible bidder as it best serves the interests of the City. The City of Camas also reserves the right to delete any or all portions of individual bid items.

CONTRACTOR INFORMATION PAGE

2023-2025 HVAC PREVENTIVE MAINTENANCE AND REPAIRS

Proposal Submitted By:

Hermanson Company, LLP
CONTRACTOR

1221 2nd Ave N cnilson@hermanson.com
CONTRACTOR MAILING ADDRESS EMAIL

Kent WA 98032 206-575-9700
CITY STATE ZIP CODE PHONE NO.

HERMACL005BJ 08/25/2024
WASHINGTON STATE CONTRACTORS LICENSE # EXPIRATION

PROPOSALS DUE: January 5, 2023, at 1:00 p.m.

Proposals submitted and Bid Opening at Camas City Hall
616 NE 4th Avenue
Camas, Washington 98607

Contacts: City of Camas
Will Noonan, Public Works Operations Manager
Phone: **(360) 817-1563**
E-mail: wnoonan@cityofcamas.us

PUBLIC WORKS DEPARTMENT

SCOPE OF WORK

2023-2025 HVAC PREVENTIVE MAINTENANCE AND REPAIRS

I. DESCRIPTION OF WORK

This contract is for the purchase of HVAC Services - preventative maintenance and non-scheduled services and repairs. This contract is only for routine preventative maintenance and repairs to restore an HVAC system to an operational state. This contract is not for upgrades, overhauls, improvements to existing systems, or new system installs. Work to be in accordance with the current version of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction.

The Contractor shall provide inspection (visual and physical check/test) and repair services including, but not limited to, checking and cleaning coils; supply and replace filters; change belts as needed and approved; calibration; secure, tighten and any adjustments; cleaning; alignment; vibration; and surface preparation to prevent corrosion; check wiring and pressures for HVAC systems as listed below:

Camas Public Library
Cemetery
City Hall
Community Center
Fire Station 41 (at City Hall)
Fire Station 42
Fire Station 43

Lacamas Lake Lodge
Municipal Annex
Operations Center/Trailer
Police Department
Washougal Fire Station
Wastewater Treatment Plant

II. QUALIFICATIONS

Contractor shall have a minimum of three (3) consecutive years of recent experience in performing the services described in these specifications. Contractor shall be fully qualified by ability, knowledge, and experience to satisfactorily perform the work required, and shall be engaged in providing HVAC Preventive Maintenance and Repairs by the use of its own trained and qualified employees and equipment, material, and supplies, except as specified in this document. Training requirements to comply with OSHA requirements may include but not limited to confined space entry.

Statement of Qualifications

Provide a statement of your company's ability to deliver the service sought under the competitive solicitation. Please address prior experience, two (2) references, training, certifications, resources, quality management systems, and anything else that might be applicable.

Electrician Certification

Bidder shall have at a minimum one (1) employee who holds certificates of competency as at least a Journey Level Electrician per requirements of RCW [19.28](#). Provide the name(s) of any such person(s) and the copy(s) of certificate(s) with the bid.

III. BIDDING REQUIREMENTS

A Bid Bond is not required.

It is the bidder's responsibility to verify that the official City of Camas clock corresponds with their company's time clock. Late proposals will not be accepted.

The Mandatory Bidder Responsibility Criteria form included herein must be completed and submitted with your proposal form.

The bidder's attention is especially called to the following information and required forms, which must be executed in-full, as required, and submitted at the bid opening:

- **Did you complete and include the Contractor's Information Page?**
- **Did you Sign your Quote Proposal?**
- **If applicable, did you acknowledge receipt of addendums?**
- **Did you complete all of the Mandatory Bidder Responsibility Criteria?**
- **Did you provide a copy of at least one employee's Journey Level Electrician License.**
- **Did you provide a copy of your firm's Statement of Qualifications.**

IV. CONTRACT REQUIREMENTS

Emergency Service Call-Out

Under storm and/or emergency conditions (as determined by the City), operator and crew shall be available on twenty-four (24) hour notice from the City. The Contractor shall provide the City or his/her designee with telephone number(s) at which the Contractor can be reached on a twenty-four (24) hour basis. The Contractor shall arrive at the designated work site, ready to work, within two (2) hours of receiving notification. The Contractor shall give absolute preference to work requested by the City under storm and/or emergency conditions. Under these conditions, emergency rates shall apply as listed on the bid form. Additionally, any call-outs made between the hours of 4:00 p.m. and 7:00 a.m. shall be charged at emergency rates.

Prevailing Wage Law

This contract is subject to Washington State's Prevailing Wage on Public Works Act (RCW 39.12). All workers employed in the performance of any part of the work, unless exempt, according to RCW 39.12 and the rules promulgated by the Washington State Department of Labor and Industries (L&I).

Statement of Intent to Pay Prevailing Wages (Intent). Before commencing any work under this contract, Contractor (and all subcontractors) shall file with L&I for approval certifying its intent to pay prevailing wages. Contractor shall apply for an Intent at the beginning of each subsequent Calendar Year.

Affidavit of Wages Paid (Affidavit). Upon completion of the work under this contract (at the end of each Calendar Year), Contractor (and all subcontractors) shall file with L&I for approval an Affidavit of Wages Paid. Contractor shall apply for an Affidavit at the end of each subsequent Calendar Year.

No Obligation to Contract

This Bid does not obligate the City to contract for service(s), or product(s) specified herein. City reserves the right to cancel or reissue this Bid in whole or in part, for any reason prior to the issuance of a Notice of Award. The City does not guarantee to purchase any specific quantity or dollar amount. Bids that stipulate that the City shall guarantee a specific quantity or dollar amount will be disqualified (e.g., "all-or-none").

The City reserves the right to contact and utilize additional HVAC service contractors at any time for any reason.

V. INSURANCE REQUIREMENTS

- The Contractor shall deliver to the Contracting Agency 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 work. The certificate and endorsements must conform to the following requirements:
 - An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
 - Any other amendatory endorsements to show the coverage required herein.
 - All insurance policies, with the exemption of Professional Liability and Workers Compensation, shall name the following entities as additionally insured(s):
 - **Contracting Agency and its officer, elected officials, employees, agents, and volunteers.**
 - The listed entities above 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 pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.
 - The insurance shall provide the minimum coverages 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 Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

Commercial General Liability

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

Per project aggregate

Premises/Operations Liability

Products/Completed Operations – for a period of one year following final acceptance of the work.

Personal/Advertising Injury

Contractual Liability

Independent Contractors Liability

Stop Gap / Employers' Liability

Explosion, Collapse, or Underground Property Damage (XCU)

Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

\$2,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

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

Stop Gap / Employers' Liability

\$1,000,000 Each Accident

\$1,000,000 Disease - Policy Limit

\$1,000,000 Disease - Each Employee

Automobile Liability

- Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as ISO form CA 00 01. For Construction and Services Contracts add: Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

\$1,000,000 Minimum combined single limit for bodily injury and property damage per incident

Workers' Compensation

- The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.


**QUOTE PROPOSAL
2023-2025 HVAC PREVENTIVE MAINTENANCE AND REPAIRS**

To the Office of the City Clerk
Camas, Washington

The undersigned hereby certifies that he has examined the specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said Plans, Specifications and contract, and the following schedule of rates and prices:

(Note: Unit prices for all items, all extensions, and total amount of quote should be shown. All entries must be typed or entered in ink.)

Item	Quantity	Description	Unit	Unit Price	Total
1.	1	Spring Service	LS	\$ <u>11,100.00</u>	\$ <u>11,100.00</u>
2.	1	Summer Service	LS	\$ <u>5,896.00</u>	\$ <u>5,896.00</u>
3.	1	Fall Service	LS	\$ <u>11,100.00</u>	\$ <u>11,100.00</u>
4.	1	Winter Service	LS	\$ <u>5,896.00</u>	\$ <u>5,896.00</u>
5.	1	*Labor Rate	HR	\$ <u>175.00</u>	\$ <u>175.00</u>
6.	1	*Labor Rate-Emergency	HR	\$ <u>262.50</u>	\$ <u>262.50</u>
7.	1	Repairs Parts and Materials	LS	\$ <u>60,000.00</u>	\$ <u>60,000.00</u>
8.	1	Method of Calculating Parts and Materials: Cost Plus		<u>20</u> % (Max. 21%)	
Subtotal Markup % x Repairs Parts and Materials (Markup Total) (Enter Markup total, not Bid Item 7 plus Markup total)					\$ <u>12,000.00</u>
Subtotal (Bid Items 1-8)					\$ <u>106,429.50</u>
8.5% Sales Tax (Bid Items 1-8)					\$ <u>9,046.50</u>
Total Base Bid (Basis of Award Bid Items 1-8)					\$ <u>115,476.00</u>


Signature of Owner or Authorized Corporate Officer
 (This is required for a valid bid.)

**LISTED QUANTITIES SHALL NOT BE CONSIDERED FIRM ESTIMATES
OF REQUIREMENTS FOR THE YEAR.
QUANTITIES ARE BASED ON ANTICIPATED ANNUAL NEEDS.**

* Overtime rates shall be calculated at 1.5 times the Labor Rates.


By signing the Bid Proposal, the bidder hereby declares, under penalty of perjury under the laws of the United States that the Non-Collusion Declaration and Notice to All Bidders statements, as provided in these Bid Specifications and Contract Documents, are true and correct.

The City of Camas expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsible bidder as it best serves the interests of the City. The City of Camas also reserves the right to delete any or all portions of individual bid items.

Receipt is hereby acknowledged of Addendum(s) No. (s) 1, 2 & 3.

MANDATORY BIDDER RESPONSIBILITY CRITERIA INFORMATION:

Per RCW 39.04.350 Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must provide the following:

Hermanson Company, LLP	Jacob Besagno
CONTRACTOR	NAME OF OWNER OR CORPORATE OFFICER
	1/11/2023 Kent, WA
SIGNATURE OF OWNER OR CORPORATE OFFICER	DATE AND PLACE
HERMA005BJ	
DEPARTMENT OF LICENSING CONTRACTOR LICENSE REGISTRATION NUMBER	
602004844	
UNIFIED BUSINESS IDENTIFIER (UBI)/WA STATE TAX REGISTRATION NUMBER	
409,648-01	
LABOR AND INDUSTRIES WORKERS' COMPENSATION NUMBER	
102912007	
EMPLOYMENT SECURITY DEPARTMENT NUMBER (UNEMPLOYMENT NUMBER)	
91-2014499	
EXCISE TAX REGISTRATION NUMBER (FEDERAL ID NUMBER)	

Beginning July 1, 2019, prior to bidding, contractors and subcontractors must have received training from the WA State Department of Labor & Industries (L&I) relating to the requirements associated with **public** works and **prevailing** wage. Contractors who have completed three **or more public** works projects and have held a valid Washington business license for three or more years are exempt.

BIDDER IS IN COMPLIANCE: YES NO

HERMA095DK
ELECTRICAL CONTRACTOR'S LICENSE NUMBER (if applicable)

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

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

NOTE TO BIDDER: Complete and sign this page and submit it with your bid. Incomplete bid packages will be considered non-responsive and may be rejected. Mandatory **Bidder Criteria information** will be verified **immediately** for compliance to ensure that all accounts are current. Non-compliance with any of the above agency requirements may be considered grounds for a non-responsive bid.

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

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

DOT 272-036I EF

VII. TECHNICAL SPECIFICATIONS

This Contract will cover maintenance and repair of all of the HVAC equipment at City facilities identified herein. A list of the equipment to include make, model and location is provided.

Service Program for City of Camas

Equipment Description	General Tasks	Inspections per Year/Frequency
Package Units/Split Systems/Heat Pumps	Preventive Maintenance Merv-13 Filter Change Belt Change Coil Cleaner	2X 2X 1X 1X
Chiller	Large Annual Maintenance (Spring) Preventive Maintenance Oil Analysis	1X 1X 1X
Boilers	Large Annual Maintenance (Fall) Gas Analyzer	1X 1X
Pumps	Preventive Maintenance	1X
Exhaust Fans	Preventive Maintenance	1X
Thermostats	Check and Calibrate, if necessary	2X
	All Wastewater Facility Equipment	1X

HVAC Equipment List

Make	Model	Location
McKay		Camas Public Library
Bard		Cemetery
Friedrich		City Hall (not Fire Station)
Wesco		Community Center
Friedrich		Fire Station 41 (City Hall)
Lennox	C23-51/65FC-1	Fire Station 42
Payne	PA13NA060	Fire Station 43
Copeland	GSC130601CB	Fire Station 43
Lennox	CX34-62C-6F-1, CX34-62D-6F-1, CX34-25B-6F-1 and CX34-18/24B-6F-2	Lacamas Lake Lodge
ICP		Municipal Annex
Trane	UX1D100A9601A	Municipal Annex
Lennox	HS23-413-1Y	Operations Center/Trailer
Seasons 4	6MJI21-0202-TN4 0-08TD	Police Department
Copland/Payne		Washougal Fire Station
Trane	P31103709D	Wastewater Treatment Plant

Quarterly Inspections/Services

The work is to be done on a quarterly basis in the season as follows: Spring – March, Summer – June, Fall – September, and Winter – December, unless otherwise scheduled by the City.

1. Spring Inspection/Service. Schedule and perform a Pre-Cooling season maintenance service call. The following services shall be performed:
 - a. Cycle units and check pressures and refrigerant charge
 - b. Be sure condensate lines are clean and pump is working properly
 - c. Visually inspect all wiring
 - d. Check and clean the indoor and outdoor coil if needed.
2. Summer Inspection/Service. Schedule and perform the following:
 - a. Provide and replace filters, inspect belts, replace as needed
 - b. Visually inspect all wiring
3. Fall Inspection/Service. Schedule and perform a Pre-Heating season maintenance service call. Perform the following:
 - a. Cycle and check each unit for proper heating operation
 - b. Check and clean pilots and bearings if needed
 - c. Provide and replace filters, inspect belts and change if needed
 - d. Visually inspect all wiring
 - e. Inspect and service or repair gas radiant tube and space heaters
4. Winter Inspection/Service. Schedule and perform the following services:
 - a. Provide and replace filters, inspect belts, replace as needed
 - b. Visually inspect all wiring

VIII. CONSTRUCTION REQUIREMENTS

Preventive Maintenance Services

Preventive Maintenance is pre-planned, periodic, on-site inspection and testing of the HVAC system. Preventive Maintenance includes all adjustments or part replacements required to keep HVAC system in proper working order consistent with original manufacturer specifications and recommendations. Contractor shall work with City to develop regular intervals for such Preventive Maintenance service.

Non-Scheduled Services and Repairs

Non-Scheduled Services and Repairs is defined as on-site, un-scheduled maintenance and/or repair of HVAC equipment which is not operating properly and requires immediate repair or services to keep it in proper working order consistent with original manufacturer specifications and recommendations.

Manufacturer Certifications

HVAC Services shall be performed by manufacturer certified technicians properly trained and/or authorized to perform such services.

Permits

The Contractor is responsible for acquiring any and all permits related to the work being performed at the Contractor's expense.

Damages

Damage to City facilities shall be repaired by contractor at no expense to contracting agency.

Working Hours

The Contractor will not be allowed to perform any work on City recognized holidays, Sundays, or before 7:00 a.m. or after 7:00 p.m. on any working day.

Contract Term

The period of this Contract shall be for a period of one year from its effective date. The City may, at its option, extend the Contract for up to two additional one (1) year extensions, provided, however, that either party may at any time during the life of this Contract, or any extension thereof, terminate this Contract by giving thirty (30) days' notice in writing to the other party of its intention to cancel. Contract extension shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. Prices shall remain firm for the first twelve month period of the Contract.

Price Increase

Any increase proposed shall be submitted to the City, thirty (30) calendar days before the proposed effective date of the price increase and shall be limited to fully documented cost increases to the Contractor which are demonstrated to be industry-wide.

Pricing shall be prepared with the following terms. The City may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the City. Prices shall remain firm for the first twelve-month period of the contract.

Requests for Rate Increases must be delivered to the Public Works Operations Manager. No other employee may accept a rate increase request on behalf of the City. Any invoice that is sent to the City with pricing above that specified by the City in writing within this Contract or specified within an official written change issued by Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

In order to protect the interest of the City and to give the contractor a reasonable basis for quoting, a price adjustment feature is hereby incorporated into the specifications and contract documents and shall be binding on the contractor and the City.

In submitting a bid, Contractor shall set forth the amount they will accept for the first year (12-months) in payment for the work on the Proposal Form in accordance with the contract.

IX. CONTRACT DOCUMENTS

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__, between the City of Camas under and by virtue of Title 35A RCW (cities and towns), as amended

And, _____, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment for **2023-2025 HVAC Preventive Maintenance and Repair**, in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by the reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the 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 work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Camas. In all respects, the Contractor is an independent Contractor, and not an employee of the City of Camas.

II. The City of Camas hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in manner and upon the conditions provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The Contractor shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

However, should a court of competent jurisdiction determine that this Agreement 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 City, its officers, officials, employees, and volunteers, the Contractor’s liability hereunder shall be only to the extent of the Contractor’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

V. The Contractor shall provide a material, labor, and equipment guarantee for the work performed under this contract for a period of one year from the Date of Acceptance as shown on the Notice of Completion for Public Works Projects. All work shall be free of defect in workmanship or materials. Upon notice, the

Contractor shall make all repairs promptly at no cost to the City. Failure to repair or replace defects in a manner satisfactory to the Engineer will constitute a breach of this contract.

VI. The Contractor is obligated to pay Prevailing Wages as determined by the Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County effective January 5, 2023.

VII. As provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, the contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment.

City of Camas, Washington in accordance with the provisions of Title VI of the Civil Rights Act of 1964 {78 Stat. 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notified all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award.

VIII. The Contractor shall certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any State or Federal department or agency.

IX. The Contractor shall not propose or contract with any person or entity that is currently debarred, suspended, and ineligible contractors and grantees.

X. It is further provided that no liability shall attach to the City of Camas by reason of entering into this contract, except as provided herein.

XI. The Contractor shall maintain its records and accounts so as to facilitate audit requirements as established by the Office of the State Auditor and shall require subcontractors to do the same.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor of the City of Camas has caused this instrument to be executed by and in the name of the said City of Camas the day and year first above written.

Executed by the Contractor _____, 202__.

Contractor

Executed by the Local Agency _____, 202____.

Mayor, City of Camas

CONTRACT BOND

2023-2025 HVAC PREVENTIVE MAINTENANCE AND REPAIRS

KNOW ALL PERSONS BY THESE PRESENTS, That _____

of _____, as Principal, and _____

as Surety, are jointly and severally held and bound unto the City of Camas, Washington,

in the penal sum of Dollars (\$ _____), for the payment of which we jointly and severely bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

THE CONDITION of this bond is such that whereas, on the _____
day of _____ A.D., 20____, the said _____,

Principal, herein, executed a certain contract with the City of Camas, Washington,

by the terms, conditions and provisions of which contract the said _____,

Principal, herein, agree to furnish all material and do certain work, to wit: That

_____ will undertake and

complete the construction of these **2023-2025 HVAC Preventive Maintenance and Repairs**, according to the maps, plans and specifications made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length. The bond shall cover all approved change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things by **completion of each Contract year**, unless amended by change order, undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this _____ day of _____, 20__

PRINCIPAL

ATTORNEY-IN-FACT, SURETY

NAME AND ADDRESS, LOCAL OFFICE OF AGENT

APPROVED:

CITY OF CAMAS, WASHINGTON

BY: _____
MAYOR, CITY OF CAMAS

DATE: _____, 20__

SURETY BOND NUMBER _____

The United States Department of Transportation
Appendix A of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, Age, disability, income-level or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix E of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C.

§ 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).