



REQUEST FOR QUOTES
RFQ 10-01
Door Replacement and Automatic opening Device
Installation
Si View Community Center

Issue Date: February 22 2010
Due Date: 4:00 pm March 15th 2010

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Section 1: General Information

1.01 Introduction

The Si View Metropolitan Park District is an independent, regional unit of government similar to a fire district, hospital district or a school district and operates according to RCW 36.61. The District manages the Si View Community Center, Park and Pool, and offers a variety of recreation and aquatic programs throughout the year.

1.02 Purpose of RFQ

1. To obtain proposals for the restoration and repair of existing entrance and exit doors and the addition of touch pad automation at double doors at main entrance and inner and outer vestibules. All proposals shall include total cost for doors, frames, hardware, labor and any services needed to complete the project from beginning to end. All doors, frames, hinge, exit device, closures and latching systems must be of like kind reproduction or direct replacement of the existing hardware that is in place. All materials used on this project must meet the criteria for the restoration and preservation of historical buildings.

Note: As condition of this request for quote (RFQ) all contractors interested in submitting a request for quote must show proof of performing like kind or similar work performed in accordance with the Secretary of the interior Standards for the treatment of Historic Properties. Additionally, qualified contractors must provide proof of performing similar work no less than three projects meeting the criteria for the restoration and preservation of historic buildings.

1.03 Definitions

District	The Si View Metropolitan Park District
Contract	The agreement to be entered into for services between the District and the Contractor who submits the quote accepted by the District.
RFQ	Request for Quotes
Contractor	The person or firm submitting the quote and/or the person or firm awarded the contract.
Community Center	The Si View Community Center located at 400 SE Orchard Dr. SE, North Bend, WA 98045.

1.04 RFQ Coordinator/Communications

Upon release of this RFQ, all Contractor communications concerning this information request should be directed in writing to the RFQ Coordinator listed below. Any oral communications will be considered unofficial and non-binding on the District.

Name: Larry Rhule Operations Manager

Mailing Address: P.O. Box 346
North Bend, WA 98045

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Name: Larry Rhule Operation's Manager

Mailing Address: P.O. Box 346
North Bend, WA 98045

Physical Address: 400 SE Orchard Dr.

Phone: 425-831-1900

E-mail: lrhule@siviewpark.org

1.05 Mandatory Site Visit

Contractors are required to visit the site prior to submitting their bid. The site visit is scheduled for Monday, March 1st at 10:00 am or March 3rd at 2:00 pm. Alternate appointments are not available.

1.06 Preliminary Schedule

These dates are estimated and are subject to change by the District.

EVENT	DATE
Release RFQ to Contractors	Feb 23 rd 2010
Site Visit	Monday March 1st 2010 at 10:00 AM Thursday March 4 th 2010 at 10:00 AM
Quotes Due	March 15 th 2010 at 1:00 PM
Quote Evaluation Complete	Week of March 23 rd 2010
Contract in Place	April 1 st 2010
Work to be Completed	To Be Determined

1.07 Response Format

Quotes should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFQ. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the quote documents should be on completeness, clarity of content and adherence to the presentation structure required by this RFQ.

1.08 Completeness of Quote

The contractor must attach the Quote Submittal Form (Form 1) signed by a contractor representative authorized to bind the proposing firm contractually. This statement must identify any exceptions that the contractor takes to the District's RFQ, or declare that there are no exceptions taken to the RFQ.

1.09 Quote Response Date and Location

Quotes must be submitted to the Si View Metropolitan District Office no later than **March 15th 2010 at 1:00 PM.** All quotes must be sealed in an opaque envelope and clearly marked "**Quotes for door replacement and Automatic opening Device Installation.**" The Official Clock for submissions is located at the District office. All quotes and accompanying documentation will become the property of the District and will not be returned. Contractors accept all risks of late delivery of mailed quote regardless of fault.

The District Office may be contacted at:

Office Location

Si View Community Center
400 SE Orchard Dr. SE
North Bend, WA 98045

Mailing Address

Si View Metropolitan Park District
P.O. Box 346
North Bend, WA 98045

1.10 Required Number of Documents

One copy including one original must be received by the date and time listed in section 1.09

1.11 Contractor's Cost to Prepare Quotes

Costs for developing quotes in response to the RFQ are entirely the obligation of the contractor and shall not be chargeable in any manner to the District.

NOTE: Completed quotes will include all local, county, state or any applicable taxes. The quote shall be for the entire amount charged to the owner including taxes.

Section 2: Terms and Conditions

2.01 Questions Regarding the RFQ

Oral interpretations of the RFQ specification are not binding on the District. Request for interpretation/clarification of the RFQ specification must be made in writing and submitted to the RFQ Coordinator.

2.02 RFQ Amendments

The District reserves the right to request that any respondent clarify its quote or to supply any additional material deemed necessary to assist in the evaluation of the quote.

The District reserves the right to change the RFQ schedule or issue amendments to the RFQ at any time. The District also reserves the right to cancel or reissue the RFQ. All such addenda will become part of the RFQ. It is the Contractor's responsibility to check the District's web site for the issuance of any amendments prior to submitting a bid. If an amendment is issued, Contractors must include an Acknowledgement of Amendment, in their final quote document (Attachment "A".)

2.03 Withdrawal of Quote

Quotes may be withdrawn at any time prior to the submission time specified in Section 1.09, provided notification is received in writing. Quotes cannot be changed or withdrawn after the time designated for receipt.

2.04 Rejection of Quotes

The District reserves the right to reject any or all quotes, to waive any minor informalities or irregularities contained in any quote, and to accept any quote deemed to be in the best interest of the District.

2.05 Quote Modification and Clarifications

Modification of a quote/proposal already received will be considered only if the request is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original quote.

2.06 Quote Validity Period

Submission of a quote will signify the contractor's agreement that its quote/proposal and the content thereof are valid for 180 days following the submission deadline unless otherwise agreed to in writing by both parties. The quote/proposal will become part of the contract that is negotiated between the District and the successful contractor.

2.07 Quote Signatures

1. An authorized representative must sign quotes, with the Contractor's address and telephone information provided. Unsigned quotes will not be considered.
2. If the quote is made by an individual, the name, mailing address and signature of the individual must be shown.
3. If the quote is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.

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4. If the quote is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
5. The District reserves the right to request documentation showing the authority of the individual signing the quote to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the quote to be rejected as non-responsive.

2.08 Prevailing Wage

The Contractor is required to pay, at a minimum, the applicable prevailing wage rates (hourly wage rate plus the hourly rate of fringe benefits) to those employees performing services under the contract. The applicable wage rates are set forth in the State of Washington Department of Labor and Industries Prevailing Wage Rate Schedule, RCW 39.12.020. See “Exhibit B”.

The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract.

It is the responsibility of the Contractor to ensure the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their quote according to these specifications.

The selected Contractor must submit to the Department of Labor and Industries, a “Statement of Intent to Pay Prevailing Wages”. A copy of the certified Intent Statement must be submitted to the District prior to payment of the first invoice. The Contractor will pay promptly, when due, all wages accruing to its employees.

All invoice or payment applications are required to bear the following signed statement: “I certify that wages (hourly wage rate plus the hourly rate of fringe benefits) paid under this contract are equal to or greater than the applicable wage rates set forth in the Washington State Prevailing Wage Rates for Public Works Contracts issued by the State of Washington Department of Labor and Industries.”

The selected Contractor must submit to the Department of Labor and Industries an “Affidavit of Wages Paid” and a copy of an approved Affidavit must be submitted at the end of the contract to the District before the last payment or any retained funds will be released.

The Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing rate of wage, RCW 39.12.060 and WAC 296-127-060.

2.09 Washington Worker’s Compensation

The Contractor’s employees shall be fully covered under Washington State Worker’s Compensation and Unemployment Insurance at all times during the term of this contract. The Contractor’s employees or agents shall in no way be considered employees of the District at any time during this contract.

2.10 Public Records

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for quotes (the “documents”) become a public record upon submission to the District, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

2.11 Equal Opportunity

This District is committed to ensuring that all firms have an equal opportunity to participate in District contracts.

2.12 Non-Discrimination

During the performance of this contract, the Contractor shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicaps in employment or application for employment or in the administration or delivery of services or any other benefits under the contract except to the extent permitted by bona fide occupation qualifications.

2.13 Non-Endorsement

As a result of the selection of a Contractor to supply products and/or services to the District, the Contractor agrees to make no reference to the District in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the District.

2.14 Non-Collusion and Debarment Affidavit

The quote submitted for the RFQ shall include the Non-Collusion and Debarment Affidavit (Attachment “C”)

2.15 Insurance Requirements

The District will require the selected contractors to comply with the insurance requirements as listed in Attachment “D”. Questions regarding insurance requirements may be discussed with the District Director, 425-831-1900 or jrichardson@siviewpark.org.

2.16 Asbestos or Hazardous Materials Abatement Work

If Asbestos abatement or hazardous materials work is performed, the Contractor shall review coverage with the District Director and provide scope and limits of coverage that are appropriate for the scope of work. No asbestos abatement work will be performed until coverage is approved by the District Director.

2.17 Other Compliance Requirements

In addition to the nondiscrimination and affirmative action compliance requirements previously listed, the Contractor awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to protection of public and employee safety and health; environment protection waste reduction and recycling; the protection of natural resources; permits; fees; licenses; taxes; and similar subjects.

2.18 Ownership of Documents

Any reports, studies, conclusions and summaries prepared by the Contractor shall become the property of the District.

2.19 Confidentiality of Information

All information and data furnished to the Contractor by the District, and all other documents to which the Contractor's employees have access during the term of the contract, shall be treated as confidential to the District. Any oral or written disclosure to unauthorized individuals is prohibited.

2.20 Hold Harmless

The contractor shall hold harmless, defend, and indemnify the District and the District's officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's failure to provide worker's compensation coverage or liability coverage.

Section 3: Requested Services

3.01 Duration of Services

All work to be completed at a time that is determined and agreed upon by the owner and contractor.

3.02 Contractor Information

The forms referenced below must be submitted with the contractor quote. Please mark those areas that do not apply to your quote with an N/A. Do not leave any space blank.

3.03 Performance Expectations

If the Contractor has had a contract terminated for default during the past five (5) years, all such incidents must be described. "Termination for default" is defined as notice to stop performance due to the Contractor's non-performance or poor performance, and the issue was either (a) not litigated; or (b) litigated and such litigation determined the Contractor to be in default.

Submit full details of all terminations for default experienced by the Contractor during the past five (5) years, including the other party's name, address and telephone number. Present the Contractor's position on the matter. The District will evaluate the facts and may, at its sole discretion, reject the Contractor's quote if the facts discovered indicate that completion of a contract resulting from this RFQ may be jeopardized by selection of the Contractor.

If the Contractor has experienced no such termination for default in the past five (5) years, so declare.

If the Contractor has had a contract terminated for convenience, non-performance, non-allocation of funds or any other reason, which termination occurred before completion of the contract, during the past five (5) years, describe fully all such terminations, including the name, address and telephone number of the other contracting party.

3.04 Detailed Cost Estimates

Provide an estimate of the direct and indirect costs to complete all tasks identified in Section 3.05 – Scope of Services. Complete **Form 1** to calculate the total contract cost.

3.05 Maintenance History

The maintenance history of the facility is undocumented. The present condition doors and associated hardware are fair, with some closure and alignment problems in most areas.

3.06 Scope of Services

A. Responsibilities

1. The Contractor shall furnish all labor, supervision and transportation to perform Services as specifically outlined in Section 3.06 – Scope of Services.
2. All work shall be performed under the supervision of a qualified professional.
3. The Contractor shall ensure that employees comply with all Si View Metropolitan Park District and Washington State Industrial regulations and practices.
4. The Contractor's personnel shall conduct themselves on site in a workmanlike manner at all times. Personnel shall be courteous, neat in appearance, and wear visible contractor identification.
5. The Contract Administrator or appointed representative shall inspect work performed. In the event of work performance deficiencies, the Contract Administrator shall notify the Contractor. Notification may be verbal or written. The District may choose to:
 - a. Require the Contractor to rectify the deficiency and/or,
 - b. Collect liquidated damages as specified in the Contract.
6. Work on this project may be conducted Monday thru Friday, between the hours of 8:00 am – 10:00 pm. Some limitations may exist due to previously scheduled events and classes. Weekend hours may be available. A work schedule will be agreed upon by the District and the contractor prior to awarding the contract.
7. Entrances and exits must be kept clear for passage at all times. Power and water are available.
8. The Contractor or his/her employees shall not remove or consume any property belonging to the District or District employees.
9. The Contractor and his/her employees may not use District property, including telephones, for personal use unless given permission by an authorized District representative.
- 10. Smoking shall not be permitted in any District Building or on District grounds.**
11. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect facility visitors from injury. It is the Contractor's responsibility to provide close supervision of their staff and management of the work site.
12. Incidents, altercations or accidents involving facility visitors, Contractor's employees or District employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his/her discretion, may require a written report from the Contractor describing the incident or accident.

B. Equipment and Supplies

1. The Contractor shall provide all equipment necessary to perform and fully complete, in every respect, all work.
2. The Contractor shall supply all necessary data and meet requirements to comply with the State Chemical Hazard Right to Know Act.

C. Scope of Services

Interior painting shall include the following:

1. The scope of work shall include Making entrance and exit doors, frames, and hardware operable by repairing or replacing existing systems and adding touch pad automation to the front entry and foyer double doors.
2. Replace or reproduce all door and hardware to meet standards set forth **in accordance with the Secretary of the Interiors Standards for the treatment of Historic Properties**
3. All doors, hardware, frames, hinge, exit device, closures and latching systems must be reproduction or direct replacement of existing systems currently in place.
4. Once the project is completed, all debris must be cleaned up and removed from the project site by the Contractor
5. Doors included in the Scope of Services are: Gymnasium NW Entrance, Gymnasium NE Entrance, Gymnasium SW Entrance, Main Entrance Vestibule inside Pair, and Main Entrance Vestibule outside Pair.
6. Once the project is completed, all debris must be cleaned up and removed from the project site by the Contractor.

Section 4: Quote Evaluation

4.01 Evaluation Procedures

Price, conformance to specifications and other performance factors will be considered as elements of a responsible quote at the sole discretion of the District. Quotes received in response to this RFQ will be ranked according to the following:

1. Cost of Services: The District is seeking an economical solution. 50%
2. Ability to complete the project within the required timeline and budget 25%
3. Review of References. 25%

4.02 Final Selection

The District Director will formulate a recommendation for award of the Contract. The recommendation will be forwarded to the Building and Grounds Committee and the Board of Commissioners for formal acceptance.

4.03 Contract Award and Execution

The District reserves the right to make an award without further discussion of the quote submitted. Therefore, the quote should be initially submitted on the most favorable terms the contractor can offer.

The District shall not be bound or in any way obligated until both parties have executed a contractor contract.

The general conditions and specification of the RFQ and the successful Contractor's response, as amended by Contract between the District and the successful Contractor, including e-mail or written correspondence relative to the RFQ, will become part of the Contract documents. Additionally, the District will verify contractor representations that appear in the quote documents. Failure of a contractor to perform services as represented may result in elimination of the contractor from further competition or in Contract cancellation or termination.

The contractor selected as the apparently successful Contractor will be expected to enter into a contract with the District. A sample District contract is provided in Attachment "D". Please review the sample contract prior to submitting a quote. These documents are for information purposes only and are not part of the submittal requirements.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiations of the final contract.

If the selected Contractor fails to sign the Contract within five (5) business days of delivery of the final Contract, the District may elect to cancel the award and award the Contract to the next-highest ranked Contractor.

All parties may incur no cost chargeable to the proposed contract before the date of execution of the Contract.

Form #1
Quote Submittal Form

Company Name: _____

Address: _____ City: _____ Zip: _____

Submitted by: _____ Date: _____
(Print Name)

Title: _____

Phone: _____ Fax: _____

Email: _____

Signature: _____

Please submit a written quote on this form provided by the Si View Metropolitan Park District no later than **4:00pm, Thursday, January 20, 2005.**

Deliver bid by mail to:

Si View Metropolitan Park District
Attn: Larry Rhule at 425-831-1900
P.O. Box 346
North Bend, WA 98045

Deliver bid in person to:

Si View Metropolitan Park District
Attn: Travis Stombaugh Executive Director
400 SE Orchard Dr.
North Bend, WA 98045

For more information on the quote specifications, please contact Larry Rhule 425-831-1900
Or lrhule@siviewpark.org

Gymnasium doors NW Entrance Total \$ _____

Gymnasium Doors NE Entrance Total \$ _____

Gymnasium SW Entrance Total \$ _____

Vestibule inside Pair Total \$ _____

Vestibule Outside Pair Total \$ _____

Total if All work completed Total \$ _____

Exceptions

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the District's Request for Quotes.

No Exceptions.

Signed: _____ **Dated:** _____

Title: _____

Form #2
Company Information

Company Information: _____

Home Office Address: _____

Washington Business Address: _____

Website Address: _____

Name, Title, Address, Telephone Number, FAX Number and Email Address of the person to be contacted concerning the quote submitted:

If Applicable, Name of the Parent Company:

Home Office Address, Telephone Number and Website Address of the Parent Company:

Describe the parent company's relationship with the contractor:

If applicable, does the person signing the quote have the authority to sign on behalf of the contractor?

_____ Yes _____ No

Name(s) of companies that will share significant and substantive responsibilities with the contractor in performing the scope of services under the Contract:

Attach to this form, and label appropriately, documentation showing that the contractor is duly organized and validly existing as a corporation or partnership in good standing, and licensed to do business in the City of North Bend. If the contractor is not licensed to do business in the City of North Bend, then the contractor must provide a sworn statement that it will take all necessary actions to become so licensed if selected as the Contractor.

Form #3
Client Reference

Reference #1

Reference Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #2

Reference Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #3

Reference Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #4

Reference Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Attachment "A"
Acknowledgment of Amendments

The following form shall be completed and included in the bid submission.

Failure to acknowledge receipt of all amendments may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the bid.

The undersigned acknowledges receipt of the following amendments to the documents:

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Contractor Name: _____

Address: _____

City, State, Zip: _____

Signature of Authorized Signer: _____

Title: _____

Phone Number: _____

**Attachment “B”
Prevailing Wages**

Public works projects require all employees to be paid at prevailing wage rates. For information please contact the State of Washington Department of Labor and Industries prevailing wage section.

**Department Of Labor and Industries prevailing wage section
Telephone (360) 902-5335
PO Box 44540 Olympia WA 98504-4540
www.lni.wa.gov**

Attachment "C"

NONCOLLUSION AND DEBARMENT AFFIDAVIT

State of _____)
)ss
County of _____)

I, the undersigned, being duly sworn, deposes and says that the person, firm, association, copartnership or corporation herein named, has 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 the preparation and submission of a quote to the Si View Metropolitan Park District for consideration in the award of a contract on the specifications contained in RFQ 10-01.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of State or federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal or State agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal or State agency within the past three years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

I further acknowledge that by signing my signature, I am deemed to have signed and have agreed to the provisions of this affidavit.

Name of Project: Door Replacement and Automatic opening Device Installation
Si View Community Center

(Name of Firm)

BY: _____
(Authorized Signature)

Title: _____

Sworn to before me this _____ day of _____ 2010.

Notary Public

CORPORATE SEAL:

Attachment "D"

INSURANCE REQUIREMENT

The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the District. Questions regarding insurance requirements can be discussed with the District Director at 425-831-1900.

A. Minimum Scope of Insurance

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001) (Ed.10/1/93), or, Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 (Ed. 1/81) covering Broad Form Comprehensive General Liability.
2. Insurance Services Office form number CA 0001 (Ed. 12/93), covering Automobile Liability code 1, A any auto, for activities involving other than incidental personal auto usage.
3. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington; if the contract requires working on or over navigable waters, US Longshoremen's and Harbor Workers' (USL&H) coverage is required.
4. Consultant's Errors and Omissions or Professional Liability applying to all professional activities

B. Minimum Levels of Insurance

1. Comprehensive or Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate combined single limit for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Consultant's Errors or Omissions or Professional Liability: \$1,000,000 per occurrence and as an annual aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. In the event the deductibles or self-insured retentions are not acceptable to the District, the District reserves the right to negotiate with the Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require the Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Provisions

Wherever possible, the policies are to contain, or be endorsed to contain, the following provisions:

1. General or Commercial Liability and Automobile Liability Coverage

- a. The District, its officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officials, employees or volunteers.
- b. The Contractor's insurance shall be primary insurance as respects the District, its officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officials, employees or volunteers.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverage

Each insurance policy required by this clause shall state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to the District.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current Best's rating of A+:VIII, or with an insurance acceptable to the District.

F. Verification of Coverage

Contractor shall furnish the District with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage identified in A. 3. and 4. above. The certificates are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall require subcontractors to provide their own coverage. All coverage for Subcontractors shall be subject to all of the requirements stated herein.

H. Asbestos or Hazardous materials Abatement Work

If Asbestos abatement of hazardous materials work is performed, Contractor shall review coverage with the District Director and provide scope and limits of coverage that are appropriate for the scope of work. No asbestos abatement work will be performed until coverage is approved by the District Director.

Attachment “E”

****SAMPLE****

**SI VIEW METROPOLITAN PARK DISTRICT
AGREEMENT FOR SERVICES**

Between the Si View Metropolitan Park District and_____.

This Agreement is entered into by and between the Si View Metropolitan Park District, a municipal corporation, hereinafter referred to as the “MPD,” and _____, whose address is _____ hereinafter referred to as the “Contractor.”

WHEREAS, the MPD desires to have certain services performed for its citizens; and

WHEREAS, the MPD has selected the Contractor to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Duration of Agreement. This Agreement shall be in full force and effect for a period running from _____ through _____, unless sooner terminated under the provisions of this agreement.

2. Scope of Services to be Performed by Contractor. The Contractor shall perform those services according to the Request for Quotes 04-01. In performing such services, the Contractor shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Contractor shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

3. Compensation and Method of Payment. Payment will be made according to the terms outlined in Exhibit “A.” The Contractor shall submit invoices for work performed using the form set forth in Exhibit “B.”

The Contractor shall complete and return to the MPD Exhibit “C,” Tax Identification Number, prior to or along with the first invoice submittal. The MPD shall pay the Contractor for services rendered within ten days after MPD Commission approval.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Contractor in connection with the services provided to the MPD, shall be the property of the MPD whether the project for which they were created is executed or not.

5. Independent Contractor. The Contractor and the MPD agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The Contractor will be solely responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement. Nothing in this

Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. Indemnification. The Contractor shall defend, indemnify, and hold the MPD, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the MPD.

7. Insurance.

The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the District. Questions regarding insurance requirements can be discussed with the District Director at 425-831-1900.

A. Minimum Scope of Insurance

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001) (Ed.10/1/93), or, Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 (Ed. 1/81) covering Broad Form Comprehensive General Liability.
2. Insurance Services Office form number CA 0001 (Ed. 12/93), covering Automobile Liability code 1, A any auto, for activities involving other than incidental personal auto usage.
3. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington; if the contract requires working on or over navigable waters, US Longshoremen's and Harbor Workers' (USL&H) coverage is required.
4. Consultant's Errors and Omissions or Professional Liability applying to all professional activities

B. Minimum Levels of Insurance

1. Comprehensive or Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate combined single limit for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Consultant's Errors or Omissions or Professional Liability: \$1,000,000 per occurrence and as an annual aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. In the event the deductibles or self-insured retentions are not acceptable to the District, the District reserves the right to negotiate with the Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require the Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Provisions

Wherever possible, the policies are to contain, or be endorsed to contain, the following provisions:

1. General or Commercial Liability and Automobile Liability Coverage

- a. The District, its officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officials, employees or volunteers.
- b. The Contractor's insurance shall be primary insurance as respects the District, its officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officials, employees or volunteers.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverage

Each insurance policy required by this clause shall state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to the District.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current Bests' rating of A+:VIII, or with an insurance acceptable to the District.

F. Verification of Coverage

Contractor shall furnish the District with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage identified in A. 3. and 4. above. The certificates are to be received and approved by the District before work commences. The

District reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall require subcontractors to provide their own coverage. All coverage for Subcontractors shall be subject to all of the requirements stated herein.

H. Asbestos or Hazardous materials Abatement Work

If Asbestos abatement of hazardous materials work is performed, Contractor shall review coverage with the District Director and provide scope and limits of coverage that are appropriate for the scope of work. No asbestos abatement work will be performed until coverage is approved by the District Director.

8. Record Keeping and Reporting.

A. The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Contractor shall also maintain such other records as may be deemed necessary by the MPD to ensure proper accounting of all funds contributed by the MPD to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the MPD.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the MPD during the performance of this Agreement.

10. Termination.

A. The MPD reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon thirty (7) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Agreement shall promptly be submitted to the MPD.

B. In the event this Agreement is terminated or suspended, the Contractor shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor is unable to perform the services called for by this Agreement.

D. The Contractor reserves the right to terminate this Agreement with not less than thirty (14) days written notice, or in the event that outstanding invoices are not paid within sixty (30) days.

E. This provision shall not prevent the MPD from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental or physical handicap.

12. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the MPD.

13. Conflict of Interest. The Contractor represents to the MPD that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Contractor is asked to perform services for a project with which it may have a conflict, the Contractor will immediately disclose such a conflict to the MPD.

14. Confidentiality. All information regarding the MPD obtained by the Contractor in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Contractor shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the MPD will so notify the Contractor and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the MPD in the event that the terms of the provision are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices. Notices to the MPD shall be sent to the following address:

Si View MPD Director
PO Box 346
North Bend, WA 98045
(425) 831-1900

Notices to the Contractor shall be sent to the following address:

18. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the MPD and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

SI VIEW MPD

CONTRACTOR

By: _____

By: _____

Title: President, Board of Commissioners

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

MPD Clerk

Approved As To Form:

Commission Attorney

EXHIBIT A
Si View MPD
Terms of Payment

A. Total Compensation

Total compensation for this contract is _____.

B. Fee Schedule

The MPD shall pay the Contractor for time expended for direct services on an hourly-rate basis according to the quote submitted in response to RFQ 10-01

C. Payment Requisitions

Payment for services and reimbursable expenses shall be made monthly by the MPD. Payments shall be requisitioned by the Contractor using the Si View MPD Billing Invoice (Exhibit B). Monthly requisitions are due to the MPD on or before the last day of the month for approval at the subsequent regular meeting of the Board of Commissioners.

EXHIBIT B
Si View MPD
Billing Invoice

To: Si View MPD
Attn: District Director
PO Box 346
North Bend, WA 98045
Phone: (425) 831-1900
Fax: (425) 831-1442

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

I certify that wages (hourly wage rate plus the hourly rate of fringe benefits) paid under this contract are equal to or greater than the applicable wage rates set forth in the Washington State Prevailing Wage Rates for Public Works Contracts issued by the State of Washington Department of Labor and Industries

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Balance remaining	\$ _____

Approved for Payment by: _____ Date: _____

EXHIBIT C
SI View MPD

Si View MPD
PO Box 346
North Bend, WA 98045
(425) 831-1900

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the Si View MPD, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the MPD to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the Si View MPD prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

_____ Corporation

_____ Partnership

_____ Government
Contractor

_____ Individual/Proprietor

_____ Other
(explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

EXHIBIT D
SI View MPD

DECLARATION OF OPTION FOR
MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

Note: This form must be submitted at the time the Contractor executes the contract. Contractor shall designate the option desired by checking the appropriate space.

Monies reserved under provisions of **Chapter 60.28 RCW**, at the option of the Contractor, shall be:

- _____ (1) Retained in a fund by the Owner.
- _____ (2) Deposited by the Owner in an interest-bearing account in a bank, mutual savings bank or savings and loan association.
- _____ *(3) Placed in escrow with a bank or trust company by the Owner. When the monies reserved are to be placed in escrow, the Owner will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the Owner and the bonds and securities held in escrow.

The Contractor in choosing option (2) or (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

Contractor Signature _____ *Date* _____

*For the convenience of those Contractors choosing option (3) a District approved Form of Escrow Agreement is available upon request. The Contractor is not required to use this Escrow Agreement form; however, alternative forms will need to be approved prior to execution by the District

EXHIBIT E
SI View MPD

DECLARATION OF OPTION FOR PERFORMANCE BOND OR ADDITIONAL RETAINAGE
(Contracts Under \$25,000 only)

Note: This form must be submitted at the time the Contractor executes the Contract. The Contractor shall designate the option desired by checking the appropriate space.

The Contractor elects to:

- _____ (1) Furnish a performance bond in the amount of the total contract sum. An executed performance bond on the required form is included with the executed contract documents.
- _____ (2) Have the District retain, in lieu of the performance bond, fifty percent (50%) of the total contract amount for a period of thirty (30) days after final acceptance or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

In choosing option 2, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall indemnify and save harmless the Si View Metropolitan Park District, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided in said option 2; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

Contractor Signature _____ *Date* _____

CHANGE ORDER PROCEDURES

1. It is the responsibility of the contractor to verify with the Owner that the change is requested or required including the entire final costs in the amount of the estimate for the change order work.
2. The contractor shall explain in detail the reason for the change order and provide a detailed scope of work, including any necessary drawings and an entire final cost estimate.
3. The contractor shall prepare the Change Order Proposal form, complete with the scope of work, justification and cost and obtain the signatures of the Owner and signed by the Contractor.
4. The owner or owner's representative shall review the Contractor's Change Order Proposal, verifying that pricing complies with the Pricing Guidelines and negotiate the price as required. Within seven (7) days of receipt of the Contractor's Proposal, the Owner or owner's representative shall notify the Contractor whether the Proposal is acceptable or advise the Contractor in writing of the reason for disapproval.
7. Concurrent with signing the Change Order request the owner or owner's representative may provide authorization for work listed in the Change Order Proposal to proceed.

Upon approval by the Owner, copies of the signed Change Order Proposal will be returned to the Contractor. **The Contractor may bill for Work covered by the CO only after this final step.**

NOTE: ANY AND ALL CHANGE ORDER REQUEST THAT AFFECTS SCOPE OF WORK, PRICING, OR PERFORMANCE NEEDS TO BE AUTHORIZED BY THE OWNER OR OWNERS REPRESENTATIVE PRIOR TO THE COMMENCEMENT OF WORK REGARDING THE CHANGE ORDER.

ANY CHANGE ORDER REQUEST THAT DOES NOT FOLLOW THESE STEPS WILL NOT BE CONSIDERED OR AUTHORIZED FOR PAYMENT BY THE OWNER.

Attachment F
Change order proposal form

Si Vew Metropolitan Park District
PO Box 346 North Bend WA 98045
Phone 425-831-1900 Fax 425-831-1442

Date: _____

Project Manager: _____



A/E: _____
Representative: _____
Address: _____

Contractor: _____
Representative: _____
Address: _____

A/E
Project No.: _____



Contract Change Order No. 00

Project Name: _____
Project Address: _____

Project / Bid No: _____
Date of Contract Award: _____
Contract No: _____
Purchase Order: _____

Description, Reason and/or Necessity of Proposed Change:	Increase/Decrease

Contract Price Change: **No Change** **Increase** **Decrease**

Total Amount: _____ **\$0.00**

Completion Date: **No Change** **Increase** **Decrease**

Number of Days: _____ **0**

CONTRACT SUMMARY		CHANGE ORDER APPROVAL	
Original Contract Amount:	\$0.00		
Net - Previous Additions:	\$0.00		
Net - Previous Deductions:	\$0.00		
Previous Contract Amount:	\$0.00		
Current Change Order Amount:	\$0.00	Contractor _____	Date _____

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