



CITY OF AUBURN

KING AND PIERCE COUNTIES,  
WASHINGTON

# **REQUEST FOR PROPOSALS & SAMPLE CONTRACT FORMS**

for

**2016 JOB ORDER CONTRACTING**

Contract Nos. JOC16-(A/B)

**Bid Proposal Due Date: Thursday, May 19<sup>th</sup>, 2016, 11:00AM PDT**

City of Auburn  
Engineering Division  
Community Development and Public Works Department

25 West Main St.  
Auburn, WA 98001-4998  
(253) 931-3010  
FAX (253) 931-3053

**REQUEST FOR PROPOSALS  
CITY OF AUBURN  
CONTRACT NOS. JOC16-(A/B)  
2016 JOB ORDER CONTRACTING**

The Office of the City Clerk will receive sealed proposals at the Auburn City Hall, 25 West Main Street, Auburn, Washington until **11:00AM PDT on May 19, 2016**. All proposals shall be filed with the City Clerk on or before the time set for the proposal due date.

**CONTRACT OVERVIEW AND REASON FOR JOB ORDER CONTRACTING**

City of Auburn intends to establish up to two contract(s) with qualified firm(s) to accomplish Public Works projects on an as needed basis in accordance with RCW 39.10.430-460.

City of Auburn is accepting proposals from experienced general construction firms. Contract(s) will be awarded through an advertised multi-phased process. Using the evaluation factors and the relative weight of the Adjustment Factors published in this Request for Proposals (RFP), the City may award contracts to up to two firms submitting the highest scored final proposals.

The City has determined that Job Order Contracting (JOC) will be an effective means to reduce lead time for some Public Works projects and will facilitate collaboration between the Contractor and the design team which will ultimately result in cost savings to the City.

**JOB ORDER CONTRACTING PROCESS**

A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different locations within the City through the issuance of Job Orders (also referred to as Task Orders). The proposal documents include a Construction Task Catalog<sup>®</sup> containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction.

As projects are identified the Contractor will jointly scope the work with the City. The City will prepare a Detailed Scope of Work and issue a Request for Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal for the Project including a Job Order Price Proposal, drawings and sketches, a list of subcontractors, construction schedule, and other requested documentation. The Job Order Price shall equal the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.

If the Job Order Proposal is found to be complete and reasonable, a Job Order may be issued by the City.

A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order issued by the City.

**CONTRACTOR LICENSE FEE**

The City selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution (Gordian JOC Solution<sup>™</sup>) for their JOC program. The Gordian JOC Solution includes Gordian's proprietary eGordian<sup>®</sup> JOC Applications and Construction Task Catalog<sup>®</sup>, which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified by the City. *Upon execution of the Contract, the Contractor shall be required to execute Gordian's JOC System License and Fee Agreement to obtain access to the Gordian JOC Solution.*

## **CONTRACT TERM**

The Base Term of the Contract is two (2) years from date of contract execution. The Contract may be extended for an additional one year period by the City, at the City's discretion, with approval from Contractor(s).

All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after contract term has expired. All terms and conditions of the Contract apply to each Job Order.

## **CONTRACT VALUE**

The Minimum Contract Value for each awarded Contract is \$25,000.00. The awarded Contractor(s) are each guaranteed to receive the opportunity to perform Job Orders totaling at least \$25,000.00 during the Base Term of the Contract.

The Estimated Annual Value for the City's JOC program is \$2,000,000.00. If multiple Contracts are awarded, the Estimated Annual Value will be distributed among the awarded Contractors. The Contractor may be issued Job Orders exceeding the Estimated Annual Value during any year of the Contract. The Contractor is not guaranteed to receive this volume of Job Orders. It is merely an estimate. The City has no obligation to issue Job Orders in excess of the Minimum Contract Value.

The City reserves the right to issue up to the maximum amount specified in RCW 39.10.440. The Maximum Contract Value shall not exceed the value set forth in RCW 39.10.440.

## **PROPOSAL REQUIREMENTS**

Proposals shall include, at a minimum, the following:

### **1. Responsible Proposer Information**

Complete **Proposal Form A**, Proposer's Qualification Sheet providing a profile of the proposing firm, including company name, address, number of years the firm has been engaged in the construction business, approximate volume of annual work, an estimated percentage of work that was subcontracted, and references.

### **2. Comparable Construction Experience**

The City is seeking to obtain the services of an experienced construction contractor with work experience similar to the type of work the City may procure with JOC. Prime Contracting or Joint Venture experience with public agency procurement is preferred. If necessary, use an additional sheet to describe the project, clearly indicating the scope of work for which you were responsible. Submit projects that have achieved final acceptance after January 1, 2011.

Three (3) repair or rehabilitation projects with a final value, including change orders, between \$50,000 and \$150,000, for which your firm subcontracted 50% or more of the work. Complete a separate **Proposal Form B** for each project under this category.

Three (3) repair or rehabilitation projects with final value, including change orders, between \$150,000 and \$350,000, for which your firm subcontracted 50% or more of the work. Complete a separate **Proposal Form C** for each project under this category.

### **3. Key Personnel Assigned to the Contract**

The City desires to have the Contract administered by personnel with extensive construction experience. For each position below, complete the appropriate Proposal form and attach a resume.

Project Manager: Complete **Proposal Form D** and attach a resume.

General Field Superintendent: Complete **Proposal Form E** and attach a resume.

The Key Personnel submitted in response to this RFP shall be assigned for the duration of the Contract. Any proposed substitutions shall be subject to the City's approval.

**4. Ability to Manage Multiple Subcontractors**

Complete **Proposal Form F**, Ability to Manage Multiple Subcontractors. Include, in specific detail, a description of Proposer's prior subcontracting experience and ability to manage multiple subcontractors working on multiple project sites simultaneously. Also identify the types of work you intend to perform with the Proposer's own forces and the types of work the Proposer intends to subcontract.

**5. Local and Disadvantaged Business Utilization Plan**

Complete **Proposal Form G**, Local and Disadvantaged Business Utilization Plan. Ensuring local and disadvantaged business are used is a top priority for the City. Include Proposer's Local and Disadvantaged Business Utilization Plan. Identify, in specific detail, how the firm will maximize participation of local businesses under this Contract. Local business are considered those businesses residing in the City of Auburn. Disadvantaged businesses include MBE/DBE and WBE firms. The Plan should also identify how the Proposer will select subcontractors and the basis for such selection. Adherence to the Local and Disadvantaged Business Utilization Plan is a standard of performance and failure to adhere to the Plan during the course of the Contract may be considered an event of default.

**6. Receipt of Addenda**

Complete **Proposal Form H**, Receipt of Addenda. Proposer affixes signatures to this form for each Addendum issued to acknowledge that that addendums have been reviewed and considered in the preparation of the proposal.

**7. Certification**

Complete **Proposal Form I**, Certification. Proposer completes the form and affixes signature of authorized representative. affixes signatures to this form for each Addendum issued to acknowledge that that addendums have been reviewed and considered in the preparation of the proposal.

**8. Adjustment Factors**

Complete **Proposal Form J**, Adjustment Factor Proposal Form. **Submit Proposal Form J in a separate sealed envelope within the sealed Proposal envelope.**

The Contractor will bid four Adjustment Factors to be applied to the Unit Prices in the Construction Task Catalog<sup>®</sup>. One Adjustment Factor for performing work during Normal Working Hours, one Adjustment Factor for performing work during Other Than Normal Working Hours, one Adjustment Factor for performing work identified as 24-Hour to 72-Hour Response, and one Adjustment Factor for performing work identified as Less Than 24-Hour Response. The same four Adjustment Factors shall apply to every Pre-priced Task in the Construction Task Catalog<sup>®</sup>. The Contractor will also bid an Adjustment Factor for performing Non Pre-priced Tasks.

When preparing a Job Order Price Proposal, the Contractor shall select the appropriate Adjustment Factor for each task. Only one adjustment factor shall be applied to each task.

The Adjustment Factors are as follows:

**Normal Working Hours:** Monday through Friday 7:00 am to 6:00 pm except holidays.

**Other Than Normal Working Hours:** Monday through Friday 6:00 pm to 7:00 am and all day Saturday, Sunday and holiday.

**24-Hour to 72-Hour Response:** Response to a project site, fully prepared to begin work, any day of the week and any time of day. Response time to the site shall be 24 to 72 hours.

**Less Than 24-Hour Response:** Response to a project site, fully prepared to begin work, any day of the week and any time of the day. Response time to the site shall be 24 hours or less.

**Non Pre-priced:** For Non Pre-priced Tasks

The Non Pre-priced Adjustment Factor must be greater than or equal to 1.0000.

Normal working hours refer to Working Hours as defined in Section 1-08 of the Contract Specifications. Holidays are defined in Section 1-08 of the Contract Specifications.

For evaluation purposes only, the following work distributions shall be used to determine the lowest proposed price:

| Adjustment Factor               | % Weight%<br>(For Evaluation Only) |
|---------------------------------|------------------------------------|
| Normal Working Hours            | 50%                                |
| Other than Normal Working Hours | 20%                                |
| 24-Hour to 72-Hour Response     | 10%                                |
| Less Than 24-Hour Response      | 10%                                |
| Non Pre-priced                  | 10%                                |

All Unit Prices listed in the Construction Task Catalog<sup>®</sup> are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog<sup>®</sup>. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their proposal will be rejected.

#### **9. Bid Bond**

All proposals shall be accompanied by a bid/proposal bond (as included in the Request for Proposals) deposit in cash, certified check, cashier's check in an amount equal to \$25,000. Should the successful bidder fail to enter into such Contract and furnish satisfactory Contract bond within the time stated in the Bid Documents, the bid deposit shall be forfeited to the City of Auburn.

#### **SUBMITTAL INSTRUCTIONS**

Submit one (1) original of each of the required forms and documents in a sealed envelope with the RFP number and title printed on the lower left outside of the envelope along with the name of the proposing firm.

Proposal Form J, Adjustment Factor Proposal Form, shall be included in an individual sealed envelope and placed with the other proposal forms inside the sealed Proposal envelope.

Proposers shall be fully responsible for any and all costs incurred in the preparation and submittal of their proposals.

**PROPOSAL EVALUATION**

Proposals will be evaluated in two phases:

Phase 1: Qualification criteria with the exception of Adjustment Factors

Phase 2: Adjustment Factors

The City may choose to interview all proposers, only the top ranked proposers, or not conduct interviews. The City may, at its option, conduct site visits and call references to assist in the evaluation of the proposer’s experience and key personnel qualifications.

**PROPOSAL EVALUATION CRITERIA**

| Phase 1 Evaluation  |        |
|---|--------|
| Qualification Sheet (Proposal Form A)                               | 10%    |
| Comparable Construction Experience (Proposal Forms B & C)           | 20%    |
| Key Personnel Assigned to the Contract (Proposal Forms D & E)       | 15%    |
| Ability to Manage Multiple Subcontractors (Proposal Form F)         | 15%    |
| Local and Disadvantaged Business Utilization Plan (Proposal Form G) | 10%    |
| Receipt of Addenda (Proposal Form H)                                | Y or N |
| Certification (Proposal Form I)                                     | Y or N |
| Bid Deposit   | Y or N |
|   |        |
| Phase 2 Evaluation  |        |
| Adjustment Factor Proposal Form (Proposal Form J)                   | 30%    |
| Total:  | 100%   |

**SUBCONTRACTING**

At least ninety percent (90%) of work contained in a job order contract must be subcontracted to entities other than the Contractor. The Contractor must distribute contracts as equitably as possible among qualified and available subcontractors including minority and woman-owned subcontractors to the extent permitted by law.

In accordance with RCW 39.10.450, the City may issue no job orders under a job order contract until it has approved, in consultation with the Washington State Office of Minority and Women’s Business Enterprises, (Washington OMWBE Office) a plan prepared by the Contractor that equitably spreads certified women and minority business enterprise subcontracting opportunities, to the extent permitted by the Washington State Civil Rights Act, RCW 49.60.400, among the various subcontract disciplines. The City is requiring the Proposer to submit the plan as Proposal Form G with the proposal package. Prior to issuance of any job orders, the City may require the Contractor to amend or modify the plan in order to obtain approval from the Washington OMWBE Office

## **SALES TAX**

Retail public work projects (construction and alteration of structures) require sales tax be paid on the entire contract amount (both materials and labor). Tax shall be included as a separate amount on Job Order Price Proposals and on all invoices. The tax rate shall be determined by the project location.

Public road and highway projects require sales tax be paid on materials only. Sales tax on material shall be shown as a separate line item on Job Order Price Proposals and all invoices.

Disadvantaged, Minority, and Women's Business Enterprises are encouraged to respond. The City of Auburn does not discriminate on the grounds of race, color, religion, national origin, sex, sexual orientation, age or handicap in consideration for a project award.

The complete Request For Proposals is available through the City of Auburn's website at [http://www.auburnwa.gov/doing\\_business/rfb\\_rfp.htm](http://www.auburnwa.gov/doing_business/rfb_rfp.htm). All questions regarding the RFP shall be submitted by e-mail only to [jsweeting@auburnwa.gov](mailto:jsweeting@auburnwa.gov) with the subject line "2016 On Call Contracting".

The City reserves the right to reject any and all proposals that are not prepared and submitted in accordance with the advertisement, the RFP, or the Specifications, determine whether a third (interview) stage of the selection process should be employed, waive technicalities or irregularities and to accept any proposal if such action is believed to be for the best interest of the City of Auburn.

If you have any questions regarding this project, please contact Jacob Sweeting at [jsweeting@auburnwa.gov](mailto:jsweeting@auburnwa.gov).

City of Auburn  
Community Development and Public Works Department  
25 West Main Street  
Auburn, WA 98001-4998

**SAMPLE  
CONTRACT FORMS**

for

**JOB ORDER CONTRACT**

Contract Nos. JOC16-(A/B)



# CONTRACT

## Contract No. JOC16-(A/B)

THIS AGREEMENT AND CONTRACT, made and entered into, in duplicate, at Auburn, Washington, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CITY OF AUBURN, WASHINGTON, a municipal corporation, and \_\_\_\_\_, hereinafter called the CONTRACTOR.

WITNESSETH: That, in consideration of the terms and conditions contained in the Contract Documents entitled "2016 JOB ORDER CONTRACT," which are by this reference incorporated herein and made a part of this Contract, the parties hereto covenant and agree as follows:

I. The CONTRACTOR shall do all work and furnish all labor, tools, materials and equipment for Contract JOC16-(A/B), 2016 JOB ORDER CONTRACT. The Contract is an indefinite-quantity contract for construction work and services. The Minimum Contract Value of Job Orders that the Contractor is guaranteed the opportunity to perform under this Contract is \$25,000.00. The City's Estimated Annual Contract Value of Job Orders is \$2,000,000.00. The Maximum Contract Value for this Contract is the maximum allowable amount per RCW 39.10.440. The Contractor shall perform all work related, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued by the City in accordance with and as described in the Contract Documents which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this Contract and every part thereof for the Unit Prices set forth in the Construction Task Catalog<sup>®</sup> and the following Adjustment Factors:

Normal Working Hours Adjustment Factor: 7:00 am to 6:00 pm Monday to Friday, except for City holidays:

\_\_\_\_\_

Other Than Normal Working Hours Adjustment Factor: 6:01 pm to 6:59 am Monday to Friday, and all day Saturday, Sunday and City holidays:

\_\_\_\_\_

24-Hour to 72-Hour Response Adjustment Factor: Response to a project site, fully prepared to begin work, any day of the week and any time of the day. Response time shall be 24 to 72 hours.

\_\_\_\_\_

Less Than 24-Hour Response Adjustment Factor: Response to a project site, fully prepared to begin work, any day of the week and any time of the day. Response time shall be less than 24 hours.

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Non Pre-priced Adjustment Factor: For Non Pre-priced Tasks

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This Contract shall be executed by the Contractor and returned to the City within **7** calendar days after the receipt of the dated notification of award and the Contract time shall commence within **5** working days after execution of the Contract by the City and so designated on the Notice to Proceed. The initial term of the Contract is two (2) years from date of contract execution. The Contract may be extended for an additional one (1) year period by the City at the City's discretion with approval from the Contractor.

Physical completion of each Job Order shall be within the Job Order Completion Time of each individual Job Order. If said work is not completed within the time specified, the CONTRACTOR agrees to pay liquidated damages to the CITY OF AUBURN, as specified in Section 1-08.9 (Liquidated Damages) of the Standard Specifications.

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 this Contract and every part thereof, except such as are mentioned in the Contract Documents to be furnished by the CITY OF AUBURN.

II. The CITY OF AUBURN 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 according to the Contract Documents and the terms and conditions herein contained and hereby contracts to pay for the same according to said Contract Documents and the aforesaid proposal hereto attached, at the time and in the manner and upon the conditions provided for in this Contract.

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

IV. It is further provided that no liability shall attach to the CITY OF AUBURN, WASHINGTON by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

CITY OF AUBURN, WASHINGTON

By \_\_\_\_\_  
Nancy Backus, Mayor

Countersigned:

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Daniel B. Heid, City Attorney

Sample

CONTRACTOR

By \_\_\_\_\_  
Authorized Official Signature

**C O N T R A C T B O N D**

CONTRACT NO. JOC16-(A/B)  
BOND NO. \_\_\_\_\_

**BOND TO CITY OF AUBURN, WASHINGTON**

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, \_\_\_\_\_,

as principal, and \_\_\_\_\_, a corporation,

organized and existing under the laws of the State of \_\_\_\_\_ as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the City of Auburn, Washington, in the penal sum of one million dollars, for the payment of which sum we jointly and severally bind ourselves, and our successors, heirs, administrators or personal representatives as the case may be.

This obligation is entered into in pursuance of the Statutes of the State of Washington and the Ordinances of the City of Auburn, Washington.

Dated at Auburn, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Nevertheless, the conditions of the above obligation are such that:

WHEREAS, the City of Auburn on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, let to the above bounden principal a certain Contract. The said Contract being numbered JOC16-(A/B), and providing for the construction services of 2016 JOB ORDER CONTRACT.(which Contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, or is about to accept, the said Contract, and undertake to perform the work therein provided for in the manner and within the time set forth:

NOW, THEREFORE, if the above bounden principal shall faithfully and truly observed 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 them undertaken to be performed under said Contract, upon the terms proposed therein, and any and all duly authorized modifications of said Contract that may hereafter by made, 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 principal or subcontractors with provisions and supplies for the carrying on of said work and shall hold said City of Auburn, Washington, harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of said principal or any subcontractor in the performance of said work, and shall in all respects faithfully perform said Contract according to law, and shall indemnify and hold the City of Auburn, Washington, harmless from any damage or expense by reason of failure of performance, as specified in said Contract, and

The undersigned principal and the undersigned surety present this contract bond related to the Contract, PROVIDED that this document shall not be enforceable unless and until the City of Auburn awards and executes the Contract to the undersigned principal. No obligations under this

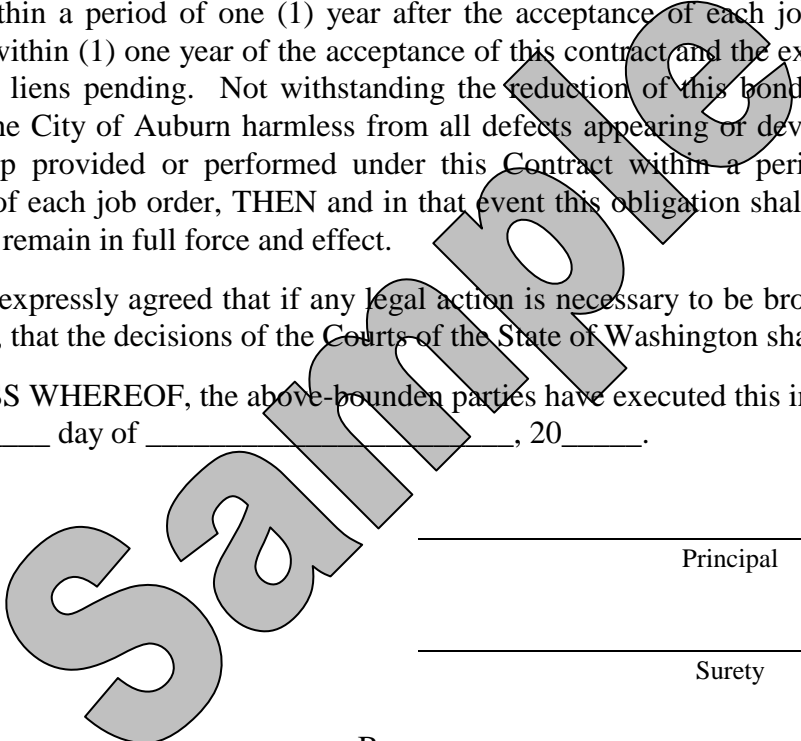
bond, for the performance of the above-referenced contract, shall be enforceable until the City of Auburn has executed the contract to the undersigned principal.

The Surety, hereby agrees that modifications and changes may be made in the terms and provisions of the aforesaid Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Contract Bond in a like amount, such increase; however, not to exceed twenty – five percent (25%) of the original amount of this bond without the consent of the Surety.

PROVIDED, however, that after the acceptance of this Contract and the expiration of the lien period, and if there are no liens pending, and if there are job orders that have been completed by the Contractor within (1) one year of said date, then the penal sum of this bond, shall be reduced to either ten percent (10%) of the value of the job orders completed by the Contractor within (1) one year of said date or to two thousand dollars (\$2,000), whichever is greater, to warranty against defects appearing or developing in the material or workmanship provided or performed under this Contract within a period of one (1) year after the acceptance of each job order completed by the Contractor within (1) one year of the acceptance of this contract and the expiration of the lien period without any liens pending. Notwithstanding the reduction of this bond, the principal and surety shall hold the City of Auburn harmless from all defects appearing or developing in the material or workmanship provided or performed under this Contract within a period of one (1) year after acceptance of each job order, THEN and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

It is hereby expressly agreed that if any legal action is necessary to be brought under the conditions of this bond, that the decisions of the Courts of the State of Washington shall be binding.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney in Fact

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Resident Agent's Address & Phone Number