

Verdant Health Commission

INVITATION TO BID

March 4, 2024

Verdant Health Commission will accept proposals from qualified persons or firms interested in providing the following:

Interior and Exterior Signage

Langer (formerly Kruger) Clinic
at 21600 Highway 99, Edmonds, WA 98026

PROPOSALS MUST BE RECEIVED BY:

2:00pm, Monday, March 18, 2024

Please mark your submittal **“Langer Signage Response”** in the subject line.

Email proposals to:

Lisa Edwards, EdD, Superintendent

lisa.edwards@verdanthealth.org

With a copy to: Kaysi Caballero, Executive Assistant

kaysi.caballero@verdanthealth.org

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ATTACHMENT A - Price Quotation/Signature Form

ATTACHMENT B - Respondent’s Fact Sheet

ATTACHMENT C - Kruger Building Signage Schematic Design, dated 08.23.2023

Verdant Health Commission (the Purchaser) is seeking responses from prospective Signage Contractors to provide technical assistance, permitting, fabrication and installation of new interior and exterior signs as described in this ITB and in the Attachment D-Kruger Building Signage Schematic Design, dated 08.23.2023.

Site Visit: Mandatory walk-through will take place on Thursday 2/15/24 at 9:00AM at: Langer (former Kruger) Clinic 21600, Washington 99, Edmonds, WA 98026.

Please contact Property Manager identified below to confirm attendance:

Jim Forenza, Property Manager

jimf@jshproperties.com, C: (425) 679-0525

Questions to Project Manager: Any questions or requests for further information must be submitted via email no later than 4:00 pm PDT on Monday, February 19, 2024, to the Project Manager identified below.

Ania McCleary, Project Manager

ania@madison-west.com, C: (425) 894-2238

Submission Schedule

Invitation to Bid (ITB) Issued	Monday 3/4/2024
Mandatory Walk-Through	9:00AM Thursday 3/7/2024
Due Date for Questions	4:00PM Monday 3/11/2024
Bid Date Due	2:00PM Monday 3/18/2024
Estimated Award Announcement	Wednesday 4/3/2024
Estimated Contract Date	Wednesday 4/17/2024
Estimated Project Completion Date	11/1/2024

Submittal emails must be titled **Langer Signage Response** in the subject line.

Lisa Edwards, EdD, Superintendent at

lisa.edwards@verdanthealth.org

With a copy to: Kaysi Caballero, Executive Assistant at

kaysi.caballero@verdanthealth.org

SECTION 1 - INTRODUCTION

1.1 Purchaser

Verdant Health Commission, generally referred to as “The Purchaser” for purposes of this solicitation is a public entity that works to support the health and wellbeing of the residents of South Snohomish County.

1.2 General

Verdant Health Commission intends to establish a contract with a qualified, responsive Vendor/Sign Contractor to furnish and professionally install Signage as outlined in SECTION 2 and Attachment D

1.3 Contract Form & General Terms and Conditions

The purpose of this competitive procurement process is to assist Verdant Health Commission in selecting a low, responsive, responsible Vendor who will best meet the needs of the Purchaser.

In submitting a response, the Vendor confirms that it will execute a Contract to provide the goods and/or services specified in this solicitation for the price offered by the Vendor, subject to the Purchaser’s General Terms and Conditions incorporated into this solicitation.

The ITB provides all interested vendors with means to present their products, services, and pricing for an objective review. This document, including any subsequently issued change notices, and all enclosed terms and conditions and attachments, comprises the entire agreement between Verdant Health Commission and the Vendor.

SECTION 2 - SCOPE OF WORK / PRODUCT TO BE PROVIDED

2.1 Description of Work

This work shall consist of the technical and engineering design, permitting, fabrication and installation of interior and exterior signs as outlined in this section as well as Attachment D: Kruger Building Signage Schematic Design, dated 08.23.2023 and all applicable codes as follows:

- a) On-site examination and inspection of existing conditions including location, access, and condition of the existing locations for new signs. Conduct on-site as-built measurements, including available width and height of fascia and canopy areas prior to proceeding with design work and submittals.
- b) Removal of the existing signs affected and all construction debris. Protect all public traffic from harm and public facilities from damage or interruption of service. Notify the Owner in advance if the particular sign components in the signs contain any hazardous airborne materials or chemicals (such as mercury) and provide for the safe removal of such components from the site and their safe disposal according to applicable laws.
- c) Repair and patching of existing exterior wall assembly components, including insulation and moisture and vapor barriers if damaged by the sign installation. Sign Contractor shall always maintain the integrity of the building envelope against weather and water intrusion. Repair any fireproofing, building insulation or other in situ building components damaged or disturbed by the work. Visible finishes or components

requiring patch or replacement to match existing. Provide color match samples of proofs for approval prior to executing work.

- d) Technical and engineering design, and installation of anchorage methods to support the new signs
- e) Technical and engineering design of the new signs to meet the design intent of the drawings called Kruger Building Signage Schematic Design, dated 08.23.2023
- f) Preparation of engineering drawings and specifications showing the materials, means and methods of construction and installation for the new signs. If required by local jurisdiction, The Contractor shall employ professional engineering and technical assistance from licensed staff or subcontractors with experience in their respective trades or professions. Comply with all applicable codes and ordinances regarding licensing of professional and stamping of construction drawings.
- g) Submittal of the technical design, color and material for review and approval.
- h) Submission of an installation plan including construction staging, traffic revisions, installation hours and crane/boom truck access for review and approval by the Owner for each high- mounted sign. Note: Any crane or other traffic/parking impacts of work will need to be approved by Owner. All traffic control to be provided by Contractor. Include acquisition of Right of Way permits from authority having jurisdiction as required.
- i) Preparation of a detailed schedule of all submittals, required Owner approvals, specific dates or duration of all tasks and a final installation date. Once approved by the Owner, this schedule will be of the essence of the contract. Contractor questions to the Owner or Design team shall not be considered a cause for extension of the schedule unless the Owner determines that the answer involves a substantial increase in scope and/or time to complete. The Contractor agrees that the normal coordination process between Owner and Contractor can be accommodated within the approved schedule. Contractors failing to meet schedule will be barred from future solicitations.
- j) Removal of all construction debris and cleanup of areas disturbed during the installation shall be immediately at completion of work. Old signs, equipment, tools, etc. are not to be left for later pickup.
- k) Delivery of all warranty documents, and maintenance information to the Owner.
- l) Meet with the Owner to instruct members of the Owner's facilities staff in the best methods of maintenance and service.
- m) Obtain all necessary signage permits required to complete the work.

Note: Power rough-in to exterior illuminated monument signs will be permitted and provided by others. Signage Contractor to coordinate the power location as needed for the specific signage.

2.2 Design Intent

- a) **General:** Scope of Work as well as Attachment D The drawings called Kruger Building Signage Schematic Design, dated 08.23.2023 are the complete description of the Owner's requirements and design intent regarding the new signs and the removal of the existing signs per drawings.

- b) **Delegated Technical and Engineering Design:** The Sign Contractor shall engage appropriate design and engineering resources to develop a technical design which accomplishes the Owner's design intent criteria using materials, means and methods of construction of the Sign Contractor's own devising and for which the Sign Contractor shall bear full responsibility. All mentions in the drawings of specific materials, means or methods are meant only as a general guide to understand the Owner's general design intent and may or may not become part of the Sign Contractor's final technical design proposal. All information about existing conditions provided by the Owner shall be considered preliminary and shall be confirmed by the Sign Contractor by separate physical inspection and review of available documents. The Owner will provide Sign Contractor access to all available records of the existing building.
- c) **Graphic Design Criteria:** Provide a sign technical design and installation of the size, typography and color indicated in the drawings.
- d) **Structural Design Criteria:** Design a sign and installation which will meet all applicable codes, will attach to the existing building without compromising the structural integrity of the existing building's systems, surfaces, or weather-tightness and which will conform to all applicable dead load, snow load, wind load, and seismic load requirements. Comply with all applicable current building codes. Minimum snow load shall not be less than 25 pounds per square foot. Wind speed for determining wind pressures on structures shall not be less than 85 miles per hour at standard height. The Seismic Design Category shall not be less than SDC-D2. The IBC references ASCE Standard ASCE/SEI 7 by the American Society of Civil Engineers and the Structural Engineering Institute.
- e) **Building Envelope:** Provide an installation design that maintains the integrity of the existing building envelope from weather and water during and after installation and does not alter the building's fire code compliance.
- f) **Maintenance:** Provide a technical design and installation that will allow easy cleaning, replacement of sign components.

2.3 Submittals

- a) **Manufacturers Technical Data:** Submit data indicating the basic properties of each material or pre-manufactured product.
- b) **Shop Drawings:** Submit a PDF set of scaled drawings indicating the intended construction details, dimensions, and layouts for all signs. Drawings shall include verified field dimensions for installation and notations of all variations from the design intent that the Sign Contractor is suggesting for any reason. A detailed transmittal letter must clearly identify all variances. No partial submittals will be accepted.
- c) **Structural Calculations:** Submit all engineering data and calculations to support the technical design's method of attachment to the existing building's wall system and/or structure. Data shall include strength of materials information for all anchors, screws and bolts. If applicable to the project, calculations shall be prepared by a professional Structural Engineer licensed in the State of Washington. Calculations shall indicate dead loads, snow loads, and proof of wind load compliance for wind from all directions, including uplift and suction, as well as seismic loads.
- d) **Samples:** Provide samples of all materials, colors and processes to be used in the fabrication and installation. If the colors are custom, provide 6"x6" samples. Three (3) sets of samples shall be submitted to the Purchaser for internal review and approval.

- e) **Mockup:** Provide on site mock-up of single interior sign for the Purchaser approval prior to fabrication

2.4 Site Conditions

- a) **Examination of Site:** The Sign Contractor shall visit and examine all sites prior to bidding and before preparation of shop drawings and in sufficient detail before installation to determine the existence of all field conditions that impact the signage work. Any conditions or concerns of the site or design that could affect schedule to be brought to the Purchaser's attention in writing at least three (3) working days prior to quote or bid date.
- b) **Existing Conditions:** The Sign Contractor is responsible for acceptance of all substrata and site features for the installation of signage. Installations that fail due to their unsuitability for installation at this site shall be the responsibility of the Sign Contractor. All existing conditions shall be inspected by the Sign Contractor prior to installation; if any conditions exist which are detrimental to the signs or their installation, Contractor shall notify the Designer and Owner in writing before any signs are installed so that the conditions may be corrected.
- c) **Weather Limitations:** Proceed with installation only when existing and forecasted weather conditions permit installation of signs in exterior locations to be performed according to manufacturers' written instructions, warranty requirements and safety regulations in effect at the site. Always protect against water intrusion.

2.5 Warranty

The Sign Contractor shall warrant all signs against defects in material, finish, structural integrity, operation, and general appearance for a period of three (3) years in writing. Originals of all warranty documents from material or subsystem equipment suppliers shall be forwarded to the Purchaser. Any material or components found defective within the warranty period shall be promptly replaced by Contractor upon written notice.

2.6 Quality Assurance

- a) **Fabricator Qualifications:** Licensed Contractor that employs skilled workers who custom-fabricate signs similar to those required for this project and whose signs have a record of successful in-service performance. Additionally, Contractor shall have at least three (3) signage projects of like size, magnitude and complexity successfully completed and installed over the last three (3) years.
- b) **Source Limitations for Signs:** Obtain each sign component indicated from one source.

2.7 Materials

- a) **General:** The following materials are listed only as a guide to the general quality of typical sign fabrication materials and may not be required for the fabrication of this sign. The Sign Contractor may submit substitutions as part of their technical design submittal for approval by the Purchaser.
 - **Aluminum Sheet:** Conform to ASTM Standard B209-02a Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate. Material shall be of sufficient gauge to provide necessary structural integrity, as well as to provide flat surfaces without deflections, ripples, or bowing. Seams shall be minimized and inconspicuous.
 - **Paint:** Provide Matthews Paint Company MAP Exterior Grade Acrylic Polyurethane

paint system in the colors specified or approved equal. Paint system shall consist of a Low VOC Cleaner suitable for the substrata, a Black Epoxy Primer suitable for the substrata, a Low VOC Satin MAP Topcoat and a Satin Clear coat. Provide 1 gallon of each product to the Owner for maintenance and 2 copies of technical bulletins for each product.

- **Acrylic Translucent Letter Faces:** Provide Acrylite or approved equal, at a minimum of a thickness suitable for signs of this size and location per manufacturer's recommendation. Provide a minimum of 3/16" thickness.
- **Product Standards.** Product installation materials used must be used according to manufacturer standards and shall take into consideration the nature and conditions of the surface and surrounding areas. Contractor must notify Verdant Health Commission in advance and in writing if the Contractor intends to use any hazardous chemicals, materials or product.
- **Gypsum wallboard,** vapor barrier, fiberglass insulation and fireproofing, and finishes, where displaced and replaced, to match existing.
- **Caulking Foam:** Dow Chemical, Inc. "Great Stuff" Pool & Stone Adhesive Foam or approved equal. Apply to fill all interior portions of old mounting hole in exterior brick or stone. Finish the outer inch depth of old holes with sanded caulking to match brick, stone, or aggregate appearance present.

2.8 Fabrication

- a) **Shop Assembly:** To the largest extent possible, all signs shall be fabricated off- site under shop conditions.
- b) **Cutting, Routing and Machining:** Cut all materials to provide smooth cut surfaces, exact in shape and dimension to the technical design specified. Ensure that rectangular shapes retain 90-degree angles at all corners and remove all traces of burr and slag from cut surfaces.
- c) **Painting:** Paint all colors in climate and dust-controlled environment. Ensure that no drips, runs or orange-peel is created due to poor workmanship or bad drying conditions. All sign surfaces shall be painted under shop spray booth conditions and properly cured according to manufacturer's specifications.
- d) **Cleaning:** Clean all signs of handling marks, fingerprints, dust and debris before wrapping for shipment.
- e) **Preparation for Delivery:** Wrap and protect all signs with plastic or paper and use sufficient padding to prevent nicks damage to the sign faces during shipment.

2.9 Removal of Existing Signs

- a) Remove all construction debris produced from the execution of the work.
- b) Remove existing signs without damaging the building envelope and without compromising the weather resistance of the area around the signs.
- c) Signs may contain mercury, black mold and other harmful materials and the contractor is solely responsible for safety of workers, passersby and the public and shall properly handle and dispose of in accordance with applicable laws.

2.10 Installation

- a) **Delivery and Installation:** All signs shall be delivered to the site in good condition and installed as soon as possible. Coordinate the delivery of the signs with the Owner.
- b) **Storage:** Signs shall not be stored on site without approval. If signs must be stored during the installation process, the Owner, upon request may provide an unsecured laydown area, but all weather protection and security are the responsibility of the Sign Contractor. If the Owner is unable to provide a laydown area the Sign Contractor shall provide a secure, protected venue elsewhere at the Sign Contractor's expense.
- c) **Fit and Finish:** All signs shall be installed plumb, square and at the proper level to a tolerance of 1/8" in five (5) feet. Patch all site surfaces disturbed by the installation process and repair any damage caused.
- d) Provide crane or boom truck operations or other lifting of components as required. This work shall be weekend work; coordinate with Owner. All aspects of removal, lifting, and placing, including safety, traffic control/flaggers, right of way, temporary work zone signage, electrical, sign and any other permits, etc., shall be by Contractor.
- e) **Coordination with Other Trades:** Coordinate with other trades to ensure that the signs do not block the installation or operation of other equipment.
- f) **Galvanic Corrosion Prevention:** Do not allow dissimilar metals to be installed in contact with each other without adequate separation protection. Dielectric separation materials, where exposed to the weather, shall be non-leaching so as to not bleed or stain visible building surfaces.
- g) **Repair** and patch all exterior walls, building panels, interior walls and ceilings, all insulation, fireproofing and vapor barriers that are affected by sign removal or installation. Sign Contractor shall maintain the integrity of the building envelope against weather and water intrusion at all times.

2.11 Project Coordination / Security/ Hours of Work

The Contractor shall coordinate access and all work with Verdant Health Commission and their Property Manager. Langer is a working Clinic and generally the Contractor shall perform all work outside of hours of operations, which are: Monday-Friday 8:00AM-5:30PM.

2.12 Safety of Site/Workforce

- a) Buildings, parking lots and grounds will be occupied while the requested work is being accomplished. Proper protection of any occupants, pedestrians, vehicles, building overhangs and outside surfaces, furnishings, fixtures, buildings, and grounds shall be the responsibility of the Contractor. Such precautions in preparation of, during, and concluding the work shall include any safety signage, protection barriers, fencing, cautionary tape or safety cones in and around work site, and for the protection of pedestrians, traffic, structures, surfaces, plants, materials, fixtures, lakes and waterways against deterioration and/or defacements.
- b) Contractor is responsible to ensure the safety of their workforce at all times and for the duration of work. The Contractor shall ensure all employees on site are fully trained in the work they are to perform and are current in all applicable safety training and regulations in advance of the work.

2.13 Staging and Execution

Contractor(s) will stage and execute the work in such a way as to maintain access to all exits and entrances of any worksite building for all building occupants. Under no circumstances shall the Contractor, even temporarily, block or restrict access to required fire exits, or fire lanes. The Contractor(s), at their option, may submit with their written quotation their suggestions for the project work area where, in the view of the Contractor(s), vegetation or obstacles may impact the Contractor from performing the required work.

2.14 Damages

It is essential and required that there is no damage to the building, grounds, fixtures, artwork, sidewalks, parking lots, curbs, barriers, or other structures and objects as a result of the Contractors' performance of the contract. Any damages that occur as a result of Contractor's work performed under this contract shall be documented immediately and reported to the Verdant Health Commission. Any damage caused by Contractor or their employees must be promptly repaired/replaced/rectified at Contractor's expense and per approval by Verdant Health Commission

2.15 Clean Up

- a) Contractor will be responsible for a clean work site and for removing all waste materials throughout the day and at the end of each work day.
- b) Contractor shall dispose of all refuse, used product, unwanted items and other signage related materials. Disposal of all refuse or discard product shall be taken and disposed of in compliance with all disposal regulations, in authorized dump location(s) for such items and at Contractor's expense.
- c) Upon project completion, Contractor will be responsible to ensure a clean finished work site and shall obtain Verdant Health Commission's final approval for the product, product installation and the condition of the work site and affected surroundings. The approval will be in writing upon performing a final punch list walk-through.

2.16 Parking

Contractors engaged in signage work activities will obtain designated are temporary parking privileges.

NOTE: Use of handicapped/disabled spaces, reserved spaces, restricted areas, landscaped areas, metered spaces, or sidewalk parking is strictly prohibited.

SECTION 3 – GENERAL INSTRUCTIONS TO ALL BIDDERS

The purpose of this section is to provide bidders with an understanding of the competitive solicitation process. This section contains instructions for bidders as they respond to this Invitation to Bid (ITB), explains the rights of Verdant health Commission and of the responding vendors in this process.

3.1 INFORMATION TO BE PROVIDED BY RESPONDENTS

Your response must contain the following forms:

- **ATTACHMENT A - Price Quotation/Signature Form**
- **ATTACHMENT B - Respondent's Fact Sheet**

3.2 RFQ Communications and Questions

All communication between the Bidder and Verdant Health Commission or their Representative

upon receipt of this ITB shall be in writing. Any other communication will be considered unofficial and non-binding. Bidders are to rely on written statements issued in response to their inquiries. The Purchaser or their Representative will summarize any pertinent information and distribute it to all the Bidders prior to Bid Due Date.

3.3 Required Format of Submitted RFQ Quotation Responses

Vendors shall submit their ITB quotations using the format and attachments provided in this ITB. Failure to use the required format and attachments may result in disqualification from consideration. Please submit pdf format via email per requirements outlined on pages 1-2.

Vendors may submit any other additional product information or documents with their response. Use standard pdf format only.

a) **Vendor Pricing / Vendor Signature**

Vendor may use Attachment A for their quotation response, or Vendor may use their own quotation form provided that Vendor's quotation form follows the format as outlined on Attachment A. Quotes provided by Vendor which do not follow the required format may be withdrawn from consideration by the Purchaser.

Vendor's signature is required on Attachment A and must be provided for the quotation to be considered a responsive, valid offer. This is required even if Vendor provides their own quotation documents. Vendor's signature will be considered Vendor's authority to enter into a contract if a contract is awarded by Verdant Health Commission.

b) **References and Contract Information**

Vendor shall provide on Attachment B a list of at least three (3) references for which similar scale and scope services have been performed within the past three years. Include name of company, name of point of contact and phone number/email address.

c) **Revisions to Invitation to Bid**

In the event that it becomes necessary for the Purchaser to revise any part of this ITB, revisions will be distributed to the Vendors prior to Bid Due Date.

d) **Acceptance Period**

Refer to Submission Schedule on page 2 for estimated timing of Verdant Health Commission's acceptance of the submitted bid

e) **Cost of Preparation**

Vendors prepare the response to this ITB at their own expense.

f) **Submitting Quotation(s)**

Vendors must submit their signed quotation no later than the due date stated on pages 1-2. Refer to pages 1-2 for delivery method requirements.

g) **Withdrawal or Modifications of Quotations**

Any Vendor may withdraw their quotation upon written request at any time prior to the scheduled ITB due date and time for submission of quotations.

h) **Late Quotations**

Quotations received after the stated ITB due date and time will not be accepted.

i) **Proprietary Information**

All quotations submitted become the property of Verdant Health Commission. Quotations containing information of a proprietary or sensitive nature should identify that information as CONFIDENTIAL.

3.4 Quotation Evaluation

Quotations received prior to the Bid Due Date and time specified will be reviewed and evaluated by Verdant Health Commission's evaluation team. Quotations will be evaluated based upon the goods and services offered, and the pricing quoted.

3.5 Reserved Rights

This solicitation does not obligate Verdant Health Commission to contract for the solicited services(s) and any product(s) specified herein. Verdant Health Commission reserves the right, at its sole discretion, to contract in the best interests of Verdant Health Commission to obtain the pricing and services that meet the needs of Verdant Health Commission as expressed in this ITB. Verdant Health Commission reserves the right to:

- Waive any technicality or informality, minor irregularities or obvious mathematical errors if in the best interests of Verdant Health Commission to do so.
- Review Vendors' previous performance and experience per Attachment B to determine if Vendor is considered by the Purchaser to be responsive and responsible. Vendors with documented poor performance may be eliminated from award consideration.
- Cancel or re-issue, reject or negotiate under provisions outlined under RCW 43.19.1911.any and all offers without penalty.
- Award on an all-or-none basis, in part or in whole, taking into consideration reductions in administrative costs as well as prices.
- Make single or multiple awards.
- Award based on the vendor, goods, services and pricing that best meets the needs of Verdant Health Commission

3.6 Most Favorable Terms and Clarification of Quotations

Verdant Health Commission reserves the right to contract with who they believe is the lowest responsive, responsible Vendor meeting pricing, product, timeline, and service requirements.

Verdant Health Commission at its option, may contact a Vendor regarding their quotation in order to obtain or clarify information. Vendor contacted are required to respond in a timely manner to any inquiries made by the Purchaser. If the Vendor does not respond to inquiries in a timely manner, the Purchaser may elect to terminate further consideration and begin inquiries with the next lowest bidder.

The apparent successful Vendor will be expected to enter into a contract, which is substantially the same as the ITB, the General Terms and Conditions, Federal Terms and Conditions and other associated documents. In no event is a Vendor to submit their standard contract terms and conditions in response to this solicitation. The Vendor may request exceptions to specific terms or conditions of this solicitation if they are deemed to be the apparent award Vendor. The College

may, at its option, review requested exception language and accept or reject the same at its sole discretion.

SECTION 4 – CONTRACT REQUIREMENTS

4.1 Mandatory Walk-through of Site

Mandatory Walk-through Date per page 1-2 of this Invitation to Bid

Prior to submitting a quotation, Vendors are required to attend this mandatory walk-through to review the sign location and the work requirements for the current project.

Vendors will have an opportunity to see the work site, ask questions and to get clarity on what is to be expected with this project. Vendor is responsible for verification of all conditions and measurements.

4.2 Insurance Requirements

- a) Upon award of contract and prior to the commencement of work/services/operations under this contract, Contractor shall provide Verdant Health Commission with a Certificate of Insurance for the Contractor evidencing proof of insurance coverage in the amounts stated herein. All policies shall contain an appropriate severability of interests clause.
- b) Verdant Health Commission shall be named as Additional Insured.
- c) Verdant Health Commission shall be named as Certificate Holder.
- d) Contractor shall defend, indemnify and hold Verdant Health Commission, its trustees, officers, directors, employees, agents, students, volunteers and assigns harmless from and against any damage, cost or liability for any and all injuries to persons or property arising from acts or omissions of the Contractor, its employees, agents or sub-contractors.
- e) Contractor will provide insurance of at least the following types and amounts:
 - Commercial General Liability Insurance
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate
 - \$ 100,000 fire legal liability

4.3 Changes in Project Scope of Work

No substantive change to the contract will be allowed. However, small changes in a project's scope of work may be proposed by the Contractor. Any minor changes to this contract including any service or product additions, subtractions, and substitutions must be submitted in writing to the Verdant Health Commission or their representative and must be approved in writing prior to any work being performed.

4.5 Invoicing and Payment Terms

- a) Payment terms shall be 30 Days from receipt of properly completed invoice or services rendered, whichever is later. By law, no payment or partial payment in advance of receiving product and installation is allowed. All invoices and credits shall reference the

purchase order number provided by Verdant Health Commission. Failure to provide purchase order number on invoices may result in delayed payment. Any credits associated with a particular order shall reference the original invoice number.

- b) Invoices shall be emailed to:
Riene Simpson, CPA, Director of Finance
Riene.Simpson@verdanthealth.org

4.6 Project Delays

The Contractor shall immediately notify Verdant Health Commission of any delays affecting the performance of this project. The Purchaser reserves the right to obtain services from another vendor to complete the delayed project.

SECTION 5 - GENERAL TERMS AND CONDITIONS

5.1 General Terms and Conditions

The following General Terms and Conditions shall apply to this Invitation to Bid

- a) **Basic Eligibility:** The successful Respondent must be licensed to do business in the State of Washington and must have a state Unified Business Identifier (UBI) number. In addition, the successful Respondent and any subcontractors must not be debarred, suspended, or otherwise ineligible to contract with the Purchaser, and must not be included on the United States Government's "List of Parties Excluded From Federal Procurement and Non-procurement Programs" or the State of Washington's listing of debarred or suspended contractors.
- b) **Defined Terms:** Terms utilized in this solicitation are defined as follows:

All defined terms included in the General Conditions are deemed to apply as defined terms in this solicitation. The terms below are also defined terms for purposes of the Solicitation.

Addendum: A change to the specifications, terms, conditions, or schedule of a solicitation transmitted to potential Respondents in writing by the Procurement Coordinator.

Respondent: Individual, Corporation, Partnership, or other party who submits a response to this solicitation. The common terms Bidder, Proposer, and Offer or, Contractor, or Vendor are considered to be equivalent terms for purposes of common understanding.

Response: The complete body of material provided by the Respondent pertaining to the solicitation, including any written documents, samples, literature, or verbal communications during oral interviews or presentations. May also be referred to as "Proposal" as in Request for Proposals

5.2 Small Works Contract

The following Contract shall apply to this Invitation to Bid

SMALL WORKS CONTRACT PUBLIC IMPROVEMENTS OR MAINTENANCE

Section 1. Parties: This agreement is between _____ (“Owner”) and _____ (“Contractor”), and dated _____.

Section 2. Scope of Work: Contractor agrees to perform all work described in and reasonably inferable from the Contract Documents. The Contractor will not begin work until a signed and dated Notice to Proceed has been received from the Owner’s Authorized Representative. Owner may direct changes in the work without invalidating the contract. Such changes will be made in a written direction from owner or, if agreed upon, in a change order. If contractor performs work that is considered a change, without prior written direction from Owner, such work is at the expense of Contractor.

Section 3. Contract Price: This is a fixed price agreement. The contract price is \$_____, inclusive of all applicable taxes except Washington State Sales Tax (“WSST”). WSST is not included in the contract price but will be included in all billings as a separate line item. Any costs above the contract price are at the Contractor’s sole risk and expense, unless they result from extra work ordered in writing by the Owner, from any errors or omissions in the Contract Documents prepared by Owner, or from subsurface or otherwise concealed physicals conditions that differ materially from those indicated in the Contract Documents or unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents.

Section 4. Contract Time. Time is of the essence. Contractor must substantially complete the Work, meaning available for occupancy and/or use by Owner, no later than October 1, 2024. Final completion must be achieved within fifteen calendar days of substantial completion.

Section 5. Contractor’s Obligation: Contractor represents it has the skill, capability, and financial resources to perform the work within the contract price and the contract time. Having become familiar with the local conditions in which the work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of the work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, the Contractor agrees that it will furnish all materials, labor, tools, machinery, and implements of every description necessary for completing such work described in and inferable from the Contract Documents. The Contractor warrants it will perform all work in a workmanlike manner, according to the Contract Documents, consistent with industry standards and applicable manufacturer instructions, and within the time limits stated in the Contract Documents. At its own expense, Contractor must promptly remedy any defects in the work and any damage to other work resulting therefrom, which are discovered within a period of one (1) year from the date of final acceptance.

The Contract Documents represent the entire and integrated agreement between the parties and supersede prior negotiations, representation or agreements, either written or oral. The Contract Documents include the following:

1. This Agreement
2. Invitation to Bid dated 3.4.24 with its Attachments.
3. Any subsequent change orders mutually executed by the parties.

Section 6. Unfit Persons/Safety: Contractor is an independent general contractor. As such, Contractor is responsible for site safety and the protection of persons and property, including under Washington Industrial and Health Safety Act.

Section 7. Owner’s Obligation: In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the Owner, the Owner agrees to pay the Contractor as provided below. The amount finally to be paid is, however, variable upon the amount of work done and/or materials furnished pursuant to unit prices, if any, fixed in the Contractor’s Bid or as modified by any or all approved change orders. Owner may withhold payment to cover losses or damages, including if work is not performed to its satisfaction.

Section 8. Permits: The Contractor agrees to make all necessary arrangements and to obtain all necessary permits to do the work required and covered by this Contract from the applicable local jurisdiction.

Section 9. Changes: Contractor’s fee for changes, including those disputed by Owner or directed in writing by Owner, will not exceed fifteen percent. This fee is total compensation for Contractor’s profit, onsite and home office overhead, and supervisory time. In addition, Contractor may recover the following direct costs (only):

- a. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- b. Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- c. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- d. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- e. Additional costs of supervision and field office personnel directly attributable to the change.

Section 10. Insurance: The Contractor agrees to the following requirements relating to insurance coverage and shall provide appropriate insurance certificates and endorsements to the Owner. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without thirty (30) days prior written notice to the Owner. In the event project-specific insurance requirements apply, the Owner will request proof of coverage prior to issuance of Notice to Proceed. In addition, all policies shall be issued by an insurance company licensed to do business in the State of Washington. Minimum required insurance coverage is as follows:

Section 10.A Commercial General Liability Insurance (Property Damage, Bodily Injury and Personal Injury) shall be written with limits of liability of no less than \$1,000,000 combined single limits, per occurrence and \$2,000,000 in aggregate, and shall include: Premises and Operations Liability, Products and Completed Operations, Contractual Liability, Independent Contractors, Stop Gap/Employer's Liability, Broad Form Property Damage, Explosion, Collapse and Underground Hazards, Bodily Injury Liability, and Personal Injury Liability.

Section 10.B Owner must be named as an Additional Insured under Contractor's commercial general liability policy. Contractor's commercial general liability policy is primary and non-contributory with respect to any insurance of Owner.

Section 10.C Automobile Bodily Injury and Property Damage shall be written with limits no less than \$1,000,000 Combined Single Limit. Coverage shall include: all owned automobiles; Non-Owned automobiles; Hired Automobiles.

Section 11. Worker's Compensation: The Contractor shall comply with the State Washington, Department of Labor and Industries Industrial Insurance program, for all of its employees who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Contractor shall require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Contractor.

Section 12. Employment Security: The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.

Section 13. Contractor's Bond: If required by the Owner, the Contractor agrees that before it undertakes performance of the Contract, it will file with the Owner a Performance and Payment Bond in the full amount of the contract price, executed by itself as a principal and one or more surety companies authorized to do business in the State of Washington as surety. The bond shall be supplied on an Owner-approved form.

Section 14. Payment of Suppliers: The Contractor agrees to pay in a timely manner all suppliers of labor, materials, and equipment utilized in operations under the contract.

Section 15. Hours of Work/Right to Know/Discrimination: The Contractor agrees that all persons employed by it and by any of its subcontractors in work done pursuant to this contract shall not be employed in excess of eight (8) hours in any one day, except as in accordance with RCW 49.28. The Contractor shall comply with pertinent statutory provisions relating to public works of RCW 49.60, "Discrimination." Pursuant to RCW 49.70, "Worker and Community Right to Know Act," and WAC 296-62-054 et seq., the Contractor shall provide to Owner and have copies available at the Project site, a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor of any tier.

Section 16. Payment of Labor: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this contract will be paid not less than the commercial prevailing rate of wage for an hour's work in accordance with the provisions of RCW 39.12 and all such rules and regulations as may be promulgated thereto by the Washington Department of Labor and Industries. In case any dispute arises as to what the prevailing rate of wage for

work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington for arbitration and the director's decision therein shall be final and conclusive and binding on all parties involved in the dispute. The Contractor and its subcontractors may be required to submit weekly/bi-weekly Certified Payrolls to the Owner upon request. The Contractor and its subcontractors are required to keep Certified Payrolls on file for the number of years required by law.

Section 17. Payment: Invoices will be paid thirty (30) days after the Owner's receipt and acceptance of the materials or work, provided that all required forms have been submitted. Payment periods will be computed from the acceptance of all work, or the date of receipt of a correct invoice, whichever date is later. No payment shall be due prior to the Owner's receipt and acceptance of the items identified in the invoice thereof.

Section 17.A Notwithstanding the provisions above, the Owner reserves the right to refuse payment, in whole or in part, until the Owner is satisfied that the Contractor and its subcontractors have satisfied all claims and requirements of the Washington State Department of Revenue, Washington State Department of Labor and Industries and Washington State Department of Employment Security, as well as all claims of suppliers of labor, materials, or equipment. In addition, Owner may withhold payment to cover its damages or losses (or those reasonably anticipated) resulting from Contractor's negligence or breach of this contract.

Section 17.B There will be reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to five percent (5%) of all such estimates. Said retained amount shall be held in trust in accordance with RCW 60.28. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved. Payment of the retained percentage shall be withheld for a period of forty five (45) days following the final completion and acceptance of all contract work by the Owner, and shall be paid the Contractor at the expiration of sixty (60) days per RCW 39.12, subject to any claims filed in accordance with law and receipt of the submission of all required payrolls and affidavits, and releases or certificates have been obtained from the Washington State Department of Labor & Industries, Washington State Department of Employment Security and from the Washington State Department of Revenue.

Section 18. Indemnification: To the fullest extent permitted by law, Contractor hereby releases and shall indemnify, defend, and hold harmless Owner, its subsidiaries, affiliates, officers, agents, employees, successors, assigns, and authorized representatives of all of the foregoing (individually each an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of any kind or nature, including but not limited to those arising out of injury to or death of Contractor's employees, whether arising before or after completion of the work hereunder, in any manner directly or indirectly arising out of, or claimed to arise out of in whole or in part any act, omission, fault, or negligence of Contractor, and/or Contractor's sub-contractors, and/or anyone acting under its/their direction of control, or on its/their behalf (collectively, "those for whom Contractor is responsible") in connection with or incidental to the performance of this contract ("Indemnity Claims"). Contractor's aforesaid release, indemnity, defense and hold harmless obligations, shall apply even in the event of the concurrent fault, negligence, or strict liability of the Indemnified Parties. Provided, however, that (i) in no event shall Contractor be obligated to release, indemnify, defend or hold harmless Indemnified Party(ies) against Indemnity Claims caused by or resulting from the sole negligence of an Indemnified Party(ies); and (ii) with respect to release, indemnity, defense and hold harmless obligations against Indemnity Claims caused by or resulting from the concurrent negligence of (a) Indemnified Party(ies) on the one hand, and of (b) Contractor and those for whom Contractor is responsible on the other hand, Contractor's release, indemnity, defense and hold harmless obligations extend only to the extent caused by the negligence of Contractor and those for whom Contractor is responsible. For the sole purpose of effecting the release, indemnity, defense and hold harmless obligations hereunder and not for the benefit of the Contractor's employees or any third parties unrelated to an Indemnified Party, the Contractor specifically and expressly waives any immunity that may be granted it under any applicable Workers' Compensation Act, disability benefit acts or other employee benefit acts (Title 51 RCW or otherwise). The release, indemnity, defense and hold harmless obligations hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under worker compensation acts, disability benefit acts or other employee benefit acts.

Section 19. Governing Law: This contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Snohomish County Superior Court.

Section 20. Claims and Dispute Resolution: A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment of contract terms, payment of money, extension of time or other relief with respect to the terms of the contract. A claim may also include other disputes and matters in question between the Owner and Contractor arising out

of or related to the contract. The responsibility to substantiate claims shall rest with the party making the claim. A notice of a potential or future claim does not constitute a claim. Any claims of the Contractor against the Owner for damages, additional payment for any reason, or extension of time, whether under the contract or otherwise, must be made in strict accordance with the below provisions of this section. Contractor's failure to submit a claim in accordance with the contract results in the claim being forever waived and barred. No act, omissions, or knowledge, actual or constructive, of the Owner shall in any way be deemed a waiver of the requirement for timely written notice and a timely written claim unless the Owner provides Contractor with an explicit, unequivocal written waiver.

- a. Contactor claims must be addressed to Owner at the address in the signature line.
- b. Contractor claims must be submitted within fourteen (14) days of the event giving rise to the claim. Written claim(s) must specify the basis for the relief sought, including applicable contract provisions, narrative of the event giving rise to the claim, and the amount of additional time and compensation sought. The Owner shall consider such claim and shall meet with the Contractor to confer and attempt to resolve the claim.
- c. Contractor shall diligently carry on the work and maintain the Contractor's construction schedule during any dispute resolution proceedings, unless otherwise agreed by it and the Owner in writing.

Section 21. Mediation: If the claim is not resolved in the process provided immediately above, neither the Contractor nor any subcontractor or supplier of any tier may bring a claim against the Owner in litigation unless the claim is first subject to nonbinding mediation before a single mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association. This requirement cannot be waived except by an explicit written waiver signed by the Owner and Contractor.

Section 22. Litigation: Contractor may bring no litigation on claims unless such claims have been properly raised and considered as provided above. All unresolved claims of Contractor shall be solved and released unless Contractor complies with the time limits above, and litigation is served and filed within the earlier of (a) one hundred twenty (120) days after the day of substantial completion designed in writing by the Owner (provided that a mediation session has occurred as provided above); or (b) sixty (60) days after final acceptance. This requirement cannot be waived except by an explicit written waiver signed by the Owner.

Section 23. Ownership of Records and Documents – Public Disclosure: All materials, documents, data, shop drawings, permit, specifications, or other products produced by the Contractor in the course of performing this contract shall immediately become the property of the Owner. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the Owner. A copy may be retained by the Contractor. In the event the Owner receives a public record request for such materials, writings or products the Owner may, in its discretion, notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the Owner from any costs, attorney fees, or penalty assessment under RCW 42.56.

Section 24. Assignment: This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.

Section 25. Site Security: While on Owner premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire, or other security regulations.

Section 26. Termination for Convenience: The Owner may terminate this contract at its sole discretion, in whole or in part, at any time by seven days written notice to the Contractor. Contractor shall be paid its reasonable costs for all work performed prior to termination, plus ten percent profit, less any offset for already-incurred Owner losses. Contractor is not entitled to overhead and profit on work not performed. Owner may also terminate the contract for cause in the event of a material breach by Contractor. Prior to terminating the contract for cause, Owner will provide Contractor fourteen days advance written notice, which is Contractor's period to cure the default. If Owner terminates for cause, but the termination is later adjudged improper, it will be automatically converted into a termination for convenience.

Section 27. Attorneys' Fees. In the event either party shall bring legal action for the breach of, to interpret or to enforce the Contract Documents, the substantially prevailing party shall be entitled to an award of its legal costs, expert fees, and reasonable attorneys' fees, expenses and court costs, including without limitation, those relating to any appeal. The provisions of this section shall survive the expiration or termination of the Contract Documents.

**SMALL WORKS CONTRACT
PUBLIC IMPROVEMENTS OR MAINTENANCE**

Section 28. Interpretation. The Contract Documents shall be given fair and reasonable interpretation in accordance with the words contained in them without any weight being given to whether a provision was drafted by one party or its counsel.

Accepted By Contractor:

Signature _____

Printed Name:

Title:

Date:

Company Name:

UBI Number:

WA State Contractor License Number:

WA State Employment Security Account Number:

(Please note if exempt)

Address:

Phone:

Accepted By Owner:

Signature _____

Printed Name:

Title:

Date:

Address:

Phone:

ATTACHMENT A

Page 1 of 2

Price Quotation/Signature Form

(Please include this form with your response to the solicitation.)

Contractor must provide a signature on this Attachment for their quotation response to be valid. Contractors may use their own quotation form provided that Contractor's quotation form follows the format as outlined on this Attachment. Quotes provided by Contractor which do not follow the required format and information below will be withdrawn from consideration.

Work to be performed OUTSIDE of hours of operation, which are: Monday-Friday 8:00AM – 5:30PM

ITEM	QUANTITY	UNIT PRICE	TOTAL PRICE
Furnish and install new Interior Signage per Specifications/Scope of Work found in this ITB			
Furnish and install new Exterior Signage per Specifications/Scope of Work found in this ITB			
Permitting			
Other Charges Itemized:			
1. Dispose of existing signage			
SUBTOTAL			
10.5% Tax			
GRAND TOTAL			

Experience:

- A. Company holds a current license to work in the State of Washington _____ **YES** _____ **NO**
B. Company holds a current license to work in Edmonds, WA _____ **YES** _____ **NO**
C. Company has a minimum of three (3) years continuous experience providing professional signage and signage installation services. _____ **YES** _____ **NO**

Warranty:

Product Warranty: Must be no less than (3) three years per requirements in SECTION 2

ATTACHMENT A

Page 2 of 2

Price Quotation/Signature Form

(Please include this form with your response to the solicitation.)

Quotation Submitted By:

Contractor's signature is required on this Attachment to be considered a responsive Quotation. The signature of the authorized representative and required response document(s) constitutes a valid offer to provide the services and product(s) in response to the terms and conditions as specified in this ITB

SIGNATURE OF PERSON SUBMITTING BID: _____

PRINTED NAME:

COMPANY NAME:

COMPANY ADDRESS:

CONTACT NAME:

CONTACT PHONE:

CONTACT EMAIL:

ATTACHMENT B

Respondent's Fact Sheet

(Please include this form with your response to the solicitation.)

Name of Business Organization (or Individual)
--

Type of Organization (Check one)	
Individual <input type="checkbox"/> Sole Proprietor <input type="checkbox"/>	Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Govt. Agency <input type="checkbox"/> Other: _____ <input type="checkbox"/>
Social Security # or EIN	Federal Tax (Employer) ID #

Mailing Address		Telephone#	
City	State	Zip	Email Address/URL
Washington State UBI #	City of Edmonds Business License #	WA Contractor's License	

References: Provide three (3) references for which the Respondent has delivered goods and/or services similar in scope as described in the ITB during the past three years.

1) Agency/Company Name:		
Contact Person:		
Telephone:	Email:	Approx. Dollar Cost
2) Agency/Company Name:		
Contact Person:		
Telephone:	Email:	Approx. Dollar Cost
3) Agency/Company Name:		
Contact Person:		
Telephone:	Email:	Approx. Dollar Cost

By signature below, the Respondent acknowledges having read and understood the entire solicitation and agrees with its terms and conditions. The Respondent further guarantees goods and/or service to be provided under any contract awarded as the result of this solicitation.

Signature: _____

Name and Title: _____

Company Name: _____ **Date:** _____

ATTACHMENT C

**Kruger Building Signage. Schematic Design Package
Dated 08.23.2023**