

Invitation to Bid
Public Hospital District No. 2, Snohomish County,
dba Verdant Health Commission
4710 196th Street SW-Lynnwood, WA 98036

Project Name: Kruger Clinic Medical Building HVAC System Replacement Project

Posting Date Tuesday, September 13, 2022 Bid Due Date Friday, October 28, 2022 3:00 PST

Notice to Bidders: Sealed Bids will be received at Public Hospital District No. 2, Snohomish County, Washington, dba Verdant Health Commission (the "District"), at **4710 196th Street SW, Lynnwood, WA 98036** and will be processed under a formal bid opening process. Facsimile and email bids will not be accepted.

Pre-Bid Site Visit Dates:

- Friday, September 16th, 2022 1:00 PM PST
- Thursday, September 22nd, 2022 10:00 AM PST
- Wednesday, September 28th, 2022 1:00 PM PST

Bid Due Date: Friday, October 28, 2022 3:00 PM PST

Bid Opening Date (Public): Friday, October 28th, 4:00 PM PST at District Offices

Notice of Intent to Award: Thursday, November 17th, 2022

SECTION 1: Introduction and Background

In an effort to improve the operating efficiency and comfort of tenants and patients The District is seeking a qualified HVAC contractor to facilitate the replacement of the current HVAC systems as specified in Schedule 1 of this invitation to Bid, (ITB).

Project Description: The District seeks a vendor to propose a multi-unit Heating, Ventilation, and Air Conditioning (HVAC) replacement project for the Kruger Clinic Medical Building located at 21600 Hwy 99, Edmonds, WA 98026. This includes replacement units, controls, VAV boxes and a hot water system. The Kruger Clinic is a 40,000 SF healthcare clinic with 22 suites in need of modernization of equipment and controls. Based on scope and estimated costs, this project is considered a public works project, and the ITB is issued in accordance with the formal competitive bidding requirements under RCW 70.44.140 and chapter 39.04 RCW.

Submission of Proposal: Bids must be sealed and delivered to the District-ATTENTION HVAC REPLACEMENT PROJECT, at the District Office address listed above by USPS, UPS, Fed-Ex, Courier or Hand delivery. Electronic or facsimile bids will not be accepted. This bid will require a 5% bid guarantee, performance, and payment bonds. A public bid opening will take place. Refer to the Section 2 for timelines and schedule.

Vendors should contact: Jim Forenza Project Manager-JSH Property Management at 425-679-0525 or jimf@jshproperties.com to schedule a site visit or to discuss any of the technical specifications listed in the Scope of Work as Attached and Referenced Schedule 1.

Prevailing Wages: This project is a Public Work as defined in RCW 39.04.010. The vendor shall comply with all provisions of RCW 39.12. The link to applicable prevailing wage schedule for journey level is <https://secure.lni.wa.gov/wagelookup/>. The vendor is responsible for filing the appropriate documents with the Department of Labor and Industries. The vendor's cost of filing Prevailing Wage forms with the State Department of Labor and Industries are not reimbursable by the District.

Insurance: The successful bidder shall provide evidence of insurance as described herein. This includes Workers' Compensation, Liability, and Property Damage Insurance. The District and JSH Property Management, a Washington Corporation shall be named as an additional insured on each policy.

Bid Security: A certified check, money order or cashier's check, or bid bond is required with each bid in an amount equal to 5% of the bid amount. No bid shall be considered unless accompanied by such bid security. Bid securities of unsuccessful bidders will be returned after the contract is awarded.

Bidder Responsibility Criteria: It is the intent of the District to award a contract to the lowest responsible bidder. Before the award, the bidder must meet the bidder responsibility criteria specified in Sections 3 and 6 to be considered further. The bidder must include with their submission documentation demonstrating compliance with the bidder responsibility criteria specified in Sections 3 and 6.

Non-Collusion: Proposals must be prepared without the assistance of any officer or other person employed by or connected in any manner with the District.

SECTION 2: Timelines and Schedules

Schedules: The services proposed in this ITB must be completed in a timely and coordinated fashion given this is a critical mechanical system for a medical clinic facility. Every effort should be made by vendor to provide a realistic timeline for the project given supply chain and manufacturing lead times. Vendor work shall be performed at agreed dates and times as coordinated with the District and District's Project Manager, unless the District authorizes an exception. Firm start and end dates of the project can be finalized with the selected contractor when equipment delivery schedule is known.

Kruger Clinic HVAC Replacement Project Timeline

Pre-Award	
Date	Description
Tuesday, September 13 th , 2022	ITB published to District's website and distributed by email to eligible HVAC contractors.
Friday, September 16 th , 2022 1:00 PM PST Thursday, September 22 nd , 2022 10:00 AM PST Wednesday, September 28 th , 2022 1:00 PM PST	Site Visits-3 Options are Provided-Contact Project Manager to Participate
Friday, October 28 th , 2022 3:00 PM PST	Bid Due Date -Submit your bid using the contact information listed in Section 3, Communication Restrictions: USPS, UPS, Fed Ex, courier, or hand- delivered. Email or faxed bids will not be accepted. Respondents assume the risk of the method of dispatch chosen. The District assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of bids.

Friday, October 28th, 2022 4:00 PM PST	Public Bid Opening -District personnel will open and review bids for bidder responsiveness, responsibility, completeness and pricing.
November 1st -11th 2022	Reviews, scoring and internal approval process.
November 17th, 2022	Notification Date -District will announce apparent low bidder by close of business on date shown through Notification of Intent to Award. Bid selection results will be faxed or emailed to each bidder.
Post Award:	
Awarded vendor must return signed contracts, insurance and other required documents within ten (10) business days after receipt of award materials from the District. Failure to return these documents may result in rejection of award, and the District could proceed to the next low bidder for award.	
Bid Guarantees will be refunded to non-winning bidders when the District determines the responsible low bidder.	
The project must be started and completed within a mutually agreed upon timeline following issuance of Notice to Proceed and materials availability is determined.	

SECTION 3: Instructions to Bidders

- **RESPONSE INSTRUCTION AND SUBMITTAL DEADLINES:** Bids may be submitted by using one of the methods listed below under Communication Restrictions.

Submit your bid by the time and date shown in Section 2. It is the bidder's responsibility to ensure that bids are received by the deadline. Bids received after the deadline will not be considered. Vendors may confirm bids were received by contacting the District office. Documents that are not legible will not be scored.

Vendors should allow normal mail delivery time to ensure timely receipt by the District.

Vendors assume the risk for the method of delivery chosen. The District assumes no responsibility for delays caused by delivery.

COMMUNICATION RESTRICTIONS: Bid submissions must be directed to the District at the physical address listed and only by USPS, UPS, Fed-Ex, Courier or in person delivery.

Bid Submission-Sealed Bids Only-Deliver to:

Name: Public Hospital District No. 2, Snohomish County, Washington, dba Verdant Health
Commission
District Contact: Attention: Director of Finance
Mailing Address: 4710 196th Street SW, Lynnwood, WA 98036
Physical Address: 4710 196th Street SW, Lynnwood, WA 98036
Phone: 425-582-8543

Technical Communications and questions regarding scope of work and site visits must be directed to the District's Project Manager specified below:

Project Technical Specifications and Site Visits:

Name: Jim Forenza-Project Manager JSH Property Management
Phone: 425-679-0525
Email: jimf@jshproperties.com

Unless authorized, no other District official or employee can speak for the District regarding this bid. The District is not bound by information, clarification, or interpretations from other District officials or employees. Submitters should not contact the District officials or employees, other than the Property Manager. Failure to observe this requirement may be grounds for rejection of the vendor's bid.

- **INTERPRETATION OF BID AND PURCHASE DOCUMENTS:** The District will not provide binding oral interpretations to bidders as to the meaning of bid or contract documents; oral communication is not binding upon the District. Requests for interpretation shall be made to the Property Manager until the time and date shown on Section 2. The District will provide an addendum for any substantive interpretation or change, which will be sent promptly to parties who received the bid. All addenda shall become part of the bid package.
- **ADDENDA:** If the District issues addenda to these instructions, bidders must acknowledge receipt of the addenda on the bid form. It is the bidder's responsibility to ensure that they have received all addenda. If receipt of addenda (if any) is not indicated on the bid form, the District reserves the right to reject the bid.
- **ALL OR NONE BIDS:** "All or none" bids are required. No exceptions or alteration of the bid documents will be accepted. Any acceptable alternates shall be specified and requested by the District.
- **BID COVER SHEET:** All quotations shall be submitted with a completed bid cover sheet and required items referenced under Section 5.
- **BID PRICE:** The bid shall include everything necessary for the execution and completion of the contract including, but not limited to, furnishing all material, labor, equipment and subcontractors, and other facilities and all management, superintendent's labor and service, except as may be provided otherwise in the contract documents. The District will not be liable for any errors in any vendor's bid. Vendors will not be allowed to alter bids after the deadline for the submission of bids.

The District reserves the right to make corrections or amendments due to errors identified in bids by the District or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Vendors are liable for all errors or omissions contained in their bids.

When, after the opening and tabulation of bids, a bidder claims error, and requests to be relieved of award, it will be required to promptly present certified work sheets. The Property Manager will review the work sheets and if convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the bidder may be relieved of its bid.

After opening and reading bids, the District will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the District. The tax rate applicable within the boundaries of the District shall prevail over any calculated tax provided on the bid form. If tax is calculated improperly, the District shall recalculate accordingly.

- **EXAMINATION OF BID AND CONTRACT DOCUMENTS, SITE AND SITE CONDITIONS:** Bid submission constitutes acknowledgement upon which the District may rely, that bidder thoroughly examined and is familiar with the bid, specifications and contract documents, familiar with all worksites, reviewed and inspected all applicable statutes, regulations, and resolutions dealing with or related to the work and services to be provided, and received and considered all addenda. Failure or neglect of bidder to do so shall in no way relieve the bidder from any obligations with respect to the bidder's offer or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract

documents, work site(s), specifications, delivery requirements, statutes, regulations, or resolutions. A signed contract furnished to the successful vendor results in a binding contract without further action by either party.

- **NEW OR USED:** All equipment provided shall be of new manufacture, unless otherwise specifically stated or called for in the bid documents.
- **SIGNATURES:** Bids shall be signed by one of the legally authorized officers of said bidder. If awarded the contract, the contract shall also be so executed. If a bid or contract is signed by an agent, the agent shall provide satisfactory evidence of authority to sign as legal representative of bidder, upon request of the District. An authorized partner of a co-partnership may sign the contract, subject to the approval of the attorney, who may at his discretion, require each and every member of the co-partnership to sign the contract.
- **INCURRED COSTS:** The District is not liable in any way for any costs incurred by respondents in replying to this request.
- **WITHDRAWAL OF BID:** Vendors may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to the Property Manager.
- **ALTERATION OF BID:** A bid already submitted to the District may be changed in writing, if the notice of change is received before the bid submittal deadline. Such changes need to be signed by an individual authorized to submit bids on behalf of the bidder.
- **ERRORS AND OMISSIONS:** The District will not consider a claim of an error in a bid unless the claim is presented in writing within twenty-four (24) hours after the bids are opened. Additionally, bidders claiming error must present supporting evidence, including but not limited to cost breakdown sheets, no later than forty-eight (48) hours after the bids are opened.
- **BID OPENING:** Bids will be publicly opened and reviewed on Friday, October 28, 2022 at 4:00 PST. Notice of Intent to Award and non-winning bid notifications will be communicated on Thursday, November 17th, 2022 after completion of internal scoring and approval process.
- **EXPIRATION:** Submittal of a bid certifies that bid remains valid until the District completes award and enters a contract with a winning vendor, which normally occurs within forty-five (45) calendar days after bid opening. All bids will become void if the District decides to reject all bids.

RIGHT TO REJECT BIDS: The District will have the right to reject any and all bids including a bid received after the deadline for bids due or bids that are not accompanied by the required Bid Security or a bid in any way incomplete or non-responsive to the bid package.

- **NON-RESPONSIVE BID:** Any bid that does not comply with these instructions, is not signed, supplements or deviates from the specifications herein, or is incomplete, may be declared non-responsive by the Property Manager and not further considered.
- **RESPONSIBLE BIDDERS:** The District shall consider only responsible vendors. Responsible bidder criteria is listed in Section 6. The District may reject bids from vendors that do not meet this criteria. Responsible bidders are those that have, in the sole judgment of the District, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform contract work. Responsible vendors bidding on the Kruger Medical Clinic Building must have prior experience working in a medical office or medical facility. The District may also consider references and quality to determine responsibility. Vendors are ineligible to submit a bid if any owner has been convicted within the past ten (10) years of a crime that impugns honesty or integrity, or if the vendor has unsatisfied tax or judgment liens. Vendors shall have the required insurance at time of award, a valid and current Washington State

vendor's license, City business license appropriate to the work at time of bid, and satisfactory business experience. Other factors, including but not limited to, delivery, materials, quality, and equipment may also be considered by the District to determine responsibility. The District reserves the right to use any information, whether supplied through the bid or otherwise obtained, in determining responsibility.

- **BID AWARD and COMMUNICATION:** If an award is made as a result of this solicitation, it will be made to the lowest, responsible bidder whose bid is determined by the District to be responsive. In summary and as applicable to the District, Notice of Award shall be deemed to have been given when the District authorizes award as noted under Section 2. If no such authorization is required, Notice of Award shall be when the purchase order and/or contract, addressed to the successful bidder at the address shown in the bid unless otherwise noted. Bid guarantees will be returned to all bidders not awarded.
- **PUBLIC INFORMATION:** All bids are public information once bids are tabulated and available for public information.
- **CONTRACT RETURN:** The successful bidder will receive an award package from the District that includes the contract, request for insurance and bond documents. The successful bidder must immediately sign and return all requested documents to the District. These must be received within the timeframe shown on the timeline in Section 2. Each bidder should perform any reviews and consideration of the contract prior to submittal, so that signature of contract can occur immediately following award. Each bidder should have preparations to immediately notify their insurance broker for the required insurance documents. If materials are not returned within the timeframe as shown on the timeline in Section 2, the District retains the right to cancel the award and award to the next lowest responsive and responsible bidder.
- **FAILURE TO EXECUTE CONTRACT:** Should the awarded vendor fail to execute a contract within the terms and conditions herein, the bidder will forfeit their bid guarantee.
- **NON-COLLUSION:** Submittal and signature of a bid swears that the bid is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the vendor has not induced or solicited others to submit a sham offer, or to refrain from proposing.
- **BUSINESS LICENSE:** Vendors awarded a District contract are responsible for compliance with Washington State laws regarding possession of City business licenses. The cost of obtaining the business license is at the expense of the vendor and shall not be reimbursed by the District.
- **PROTESTS:** The District shall respond to all formal, written protests made against the District for bid and contract awards.
Any actual or prospective bidder, including subcontractors and suppliers showing a substantial economic interest in the contract, who is aggrieved in connection with the District solicitation or award of a contract may protest to the District in accordance with procedures herein.

PROCEDURE: The protesting party must submit a formal written statement to the Project Manager signed by the protesting party and submitted in a timely manner. The written protest statement must state the (1) name, address and phone number of the aggrieved person; (2) the bid title for which the protest is submitted; (3) the grounds for protest with specific and complete statement of the action(s) being protested; (4) a specific relief or ruling requested.

In no event shall a protest be considered if all bids are rejected, or after the contract in dispute has been executed by the District.

In no case shall a bidder or protestor contact the elected District Commissioners regarding the protest or a possible protest action, or the protest will be considered void. This criterion is to ensure the ability of the District to respond appropriately and independently to the protest action without undue influence to the protest review.

PRIOR TO BID OPENING OR DUE DATE: Parties with a potential economic interest in the outcome of a bid may submit a formal written protest to any condition known or that should reasonably have been known prior to bid opening. This includes conditions and information stated or provided in the solicitation documents, conditions occurring as a result of distribution of the solicitation documents, conditions occurring during the solicitation process, conditions occurring during any pre-bid meetings or conferences, and related matters prior to bid opening.

The District must receive such written protest at least five (5) full business days prior to the bid submittal deadline. After that time, interested parties shall be considered to have waived their right to protest such issues.

AWARD: District may award and sign a contract at any time according to normal District procedures. Once the District has signed a contract, the District shall reject and no longer accept a protest related to that bid and contract award.

AFTER BID OPENING AND PRIOR TO AWARD: Within two (2) full business days (the equivalent of sixteen [16] business hours) after the advertised date and time of bid opening, as amended (Saturday, Sunday and legal District holidays excluded), any party planning to protest must file written notice of such intention with the Property Manager. If no notice is received by the Property Manager within the two (2) business days, all eligible protesters will be considered to have waived their right to protest. Notice of intention must stipulate (1) name, and address and phone number of the aggrieved person; (2) the bid title for under which the protest is submitted; (3) the intended grounds for protest.

The complete protest, prepared in accordance with the criteria set forth in this procedure, must be received by the party to whom the original Notice of Protest was submitted within two (2) business days after the date and time of receipt of the Notice of Protest.

After the two (2) business days have passed from bid opening date/time, the District will proceed as follows.

If a notice of intent to protest was filed with the District during the two (2) days following bid opening, the District may, in the District's determination:

- Suspend the award decision to allow consideration of the protest before award is made; or
- Declare intent to award and wait a minimum of sixteen (16) business hours (two [2] business days as defined above) before entering into a contract. Written notice of intent to execute a contract shall be met by either one of the following methods:
 - Public posting by the District with a named intent to award indicated on the posted tabulation, made public or accessible to the public by telephone and/or posting on the District internet location designated for bid results; or
 - A District memorandum request to authorize award to the apparent successful bidder. The first memorandum request that is submitted to Commission for consideration shall be considered notice of intention to award.

After bid opening, only bidders that submitted a bid, subcontractors, or others that can show substantial economic interest in the bid award and who are aggrieved are eligible to protest. After bid opening, protests are limited to issues related to bid opening, evaluation of bids, and intention to award decisions, and are further limited to those items that were not known or could not have been reasonably known prior to bid opening. Such issues that were known or should reasonably have been known must have been protested prior to bid opening and are no longer eligible as an issue of protest. Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator;
- Errors in computing the score or bid price upon which award decisions are based;

- Non-compliance with procedures described in the solicitation for the opening and award itself.

DISTRICT RESPONSE TO A WRITTEN PROTEST: The District will receive the protest. Available facts will be considered, and a decision will be issued by the District. The protesting party shall be notified of the decision.

The District may give notice of the protest and its basis to other persons, including bidders, involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information.

The District will issue a written decision, stating the reasons for the decision and informing the aggrieved person of his/her right to appeal to the District Superintendent and/or as named in the bid documents. The decision shall be mailed, electronically transmitted or otherwise promptly furnished to the aggrieved person and other interested parties. The decision will be considered final and conclusive unless appealed within two (2) business days (sixteen [16] business hours) of the written decision.

APPEAL: Any appeal must be made within two (2) business days of the determination being delivered by the District to the aggrieved party. An appeal must be in writing and submitted to the Property Manager for delivery to the Superintendent. The written statement of appeal must provide a substantial basis for an appeal, based on the information submitted as part of the original protest. New information or basis of protest will not be considered during the appeal process. This shall be the final appeal provided to the protestor. The appeal shall be considered by the Superintendent for the bid jurisdiction, who shall consider all facts and issues, and shall issue a final decision on behalf of the District.

If the aggrieved party appeals the decision, then the subsequent determination shall be final and conclusive.

DETERMINATION: The determination by the District shall either:

- Find the protest lacking in merit and uphold the District's action; or
- Find only technical or harmless errors in the District acquisition process and determine the District to be in substantial compliance and therefore reject the protest; or
- Find merit in the protest and pursue correction including correcting the errors and reevaluating the bids, and/or reissuing the solicitation to begin a new process; or
- Make other findings and determine other courses of action as appropriate.

SECTION 4: Scope of Work/Specifications

Refer to Schedule 1 Detailed Scope of Work as Incorporated into this document.

SECTION 5: Bid Cover Sheet

The Bid Cover Sheet is to be completed, signed and attached to the vendor proposal.

The following pages 9-23 including **Bid Cover Sheet**, **Schedule 1 Project Scope of Work**, **Bidder Responsibility Form** and the District's General Contract Provisions comprise the formal bid offer.

Complete ALL forms and return together with proposal to the District at address specified in Sections 1 and 3. **Submit no later than the day and time shown in Section 2.**

Public Hospital District No. 2, Snohomish County, Washington, dba Verdant Health Commission

Bid Cover Sheet

Project Name: HVAC Replacement Kruger Clinic Medical Building

Type: Competitive Sealed Bid

Published Date Tuesday-September 13th, 2022

The bidder's attention is especially called to the following forms which must be completed in full as required and submitted collectively as the bid proposal package:

- Signed Bid Cover Sheet
- Signed proposal document with clearly defined project components, costs and timelines, numerically cross referenced to this cover sheet
 - Unit prices, when relevant, are mandatory and shall control.
 - Initial and date any changes, erasures or cross-outs or revisions on bid.
- Bid Bond or Cashier's Check in the amount of 5% of the total amount of bid (Sealed Competitive Bids)
- List of Subcontractors-If the bid is expected to cost one million dollars or more then the bidder shall comply with RCW 39.30.060
- Signed Bidder Responsibility Form

Summary Information:

Attached Bid #	
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Total Bid: \$ _____

WA State Sales Tax: \$ _____

Total Bid Cost: _____

Vendor Name:

Vendor

Contact: _____ Telephone: _____ Email _____

Authorized Signature: _____ Date: _____

Title:

Public Hospital District #2, Snohomish County, Washington dba Verdant Health Commission

SECTION 6-BIDDER RESPONSIBILITY FORM-complete and return with submission

Public Hospital District No. 2, Snohomish County, Washington, dba Verdant Health Commission		
	Yes	No
Has your company operated at least one (1) year without interruption?		
Has an owner of your company been convicted of a crime within the past ten (10) years?		
Does your company have experience working in a medical facility?		
Does any employee or official of the Hospital District have any financial or other interest in your firm? This does not necessarily eliminate vendor from submittal-if yes please explain:		
Are there any claims pending against this insurance policy? If yes, describe:		
Does your company maintain Professional Liability Insurance?		
Does your company maintain insurance in amounts specified by District contract terms? (if no, please explain)		
Has your company been in bankruptcy, reorganization or receivership in the last five years?		
Is your company licensed to do business in the State of Washington? Provide UBI #		
State of Washington Employment Security #		
State of Washington Industrial Insurance #		
Are you disqualified from bidding by the State of Washington or the Federal Government?		

The undersigned acknowledges that addenda pages 12-17, general contract provisions have been taken into account as part of this bid.

*The undersigned hereby accepts the terms and conditions as set forth herein. **This page must be signed and dated by the vendor's representative who is legally authorized to contractually bind the vendor.***

FULL LEGAL NAME OF COMPANY

TYPE OF BUSINESS

- Corporation Partnership (general) Partnership (limited)
 Sole Proprietorship Limited Liability Company

Federal EIN:

State UBI:

Contact Name: _____

Address: _____

Telephone: _____ Email _____

Authorized Signature

Date

Public Hospital District No. 2, Snohomish County, Washington, dba Verdant Health Commission

SECTION 7- GENERAL CONTRACT PROVISIONS

These general provisions are hereby a part of the conditions agreed to by the vendor upon Bid.

- **Applicable Law and Forum:** Except as hereinafter specifically provided, this contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising here from shall be brought in Snohomish County Superior Court, which forum shall have sole and exclusive jurisdiction and venue.
- **Acceptance of Award:** If awarded vendor begins work, the vendor is deemed to have agreed to all addenda, bid, special provisions, contract plans, general provisions, amendments to the Standard Specifications, Standard Specifications and standard plans, contract, and all other related documents. If such work is accepted by the awarded vendor before the District receiving a signed contract, both parties shall regard the contract and documents to be in force.
- **Contract Documents:** The addenda, bid, special provisions, contract plans, general provisions, amendments to the standard specifications, standard specifications, standard plans shall be a part of and constitute the contract entered into by the District and successful bidder. In the event there is discrepancy between any of the foregoing contract documents, the above order of documents governs so that the former prevails over the latter.
- **Notice to Proceed:** Vendor shall not commence work until Notice to Proceed has been given by the District. A notice to proceed will be given after the contract has been executed by the District and the vendor, and where applicable, by any State or Federal agencies responsible for funding any portion of the project. The time allowed for substantial completion of the work shall begin as of the date specified in the Notice to Proceed, or if no date is specified, ten (10) calendar days after the date of issuance of the Notice to Proceed or the date work commences, whichever is earlier.
- **Change Orders:** The District reserves the right to add or delete work, items, agencies or locations from this contract, subject to appropriate adjustments to the contract price. Added items, agencies or locations will be related to those on contract, and additions or deletions will be by mutual agreement, with prices consistent with the original bid price margins, and evidenced by a written contract change notice from the Property Manager. The execution of a change order shall constitute a waiver of claims by the vendor arising out of the work to be performed or deleted pursuant to the change order, except as specifically described in the change order. General reservations of rights will be deemed waived and void.
- **Vendor Clean-Up:** All debris resulting from vendor's work, delivery or installation of equipment shall be disposed of entirely by the vendor in an efficient and expeditious manner as required and directed by the Property Manager.
- **Inspection and Acceptance:** Work performed under this contract will be monitored and inspected by the Property Manager, and accepted by the same.
- **Warranties:** Vendor warrants that items furnished conform to its description and any applicable specifications, shall be of good quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee to the District. Bidder shall submit in writing, and detail the warrantee covering said item(s) or as soon thereafter as immediately required by the District.
- **Guarantee:** Vendor hereby guarantees that all of the work, materials or equipment furnished under this contract will fully meet all requirements for quality of workmanship, materials, strength and any and all other requirements of the specifications.
- **Vendor Responsible for Work:** Vendor shall be responsible for all work until its acceptance by the District and vendor will not be released from responsibility for any part of the work until one (1) year after it has been accepted.
- **Approvals:** Materials purchased are subject to the District approval and if rejected are held subject to the vendor's risk and expenses incurred for its return as approved by the Property Manager.
- **OSHA/WISHA:** Vendor agrees to comply with the conditions of the Federal Occupational Safety and Health Act of 1970, the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certifies that all items furnished and purchased will conform to and comply with said standards and regulations. Vendor further agrees to indemnify and hold harmless the District from damages assessed against the District because of vendor's failure to comply with the acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.
- **Compliance With Laws:** Vendor shall comply with all applicable federal, state, tribal and local laws, rules, and regulations affecting its performance and hold the purchaser harmless against any claims arising from the violation thereof. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the vendor for any of the above reasons.
- **Taxes:** The vendor shall include Washington State Sales and Local Tax where applicable, as a separate item on the invoice. Exclude Federal Excise Tax and supply exemption certificate when necessary.

- **Licenses and Permits:** Vendor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. The District may charge vendors for any of the District permits that are issued, and such costs, if any, shall be borne by the vendor.
- **Safety Measures:** All work under this Contract shall be performed in a safe manner. Vendor and all subcontractors shall observe all rules and regulations of the Washington State Department of Labor and Industries, rules and regulations of OSHA, WISHA, or any other jurisdiction, and all other applicable safety standards. Vendor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Vendor shall exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. All exposed moving parts of equipment capable of inflicting injury by accidental contact shall be protected with sturdy removable guards in accordance with applicable safety regulations.

- **Prevailing Wages:** Prevailing wages shall apply to all work, in compliance with State RCW and Standard Specifications. It is the responsibility of the vendor to file all required forms with the State of Washington, Department of Labor and Industries, in a timely manner.
- **Worker's Benefits:** Vendor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. If any payment required by Title 50 or Title 51 is not made when due, the District may retain such payments from any money due vendor and pay the same into the appropriate fund.

After final completion of all work on the project, vendor shall submit a "Request for Release" to the Washington State Department of Labor and Industries on the form they provide. The "Request for Release" form of the Department of Labor and Industries is also for obtaining a release with respect to the payments of industrial insurance and medical aid premiums.

- **Equal Opportunity and Nondiscrimination:** "The Equal Opportunity Clause" in Section 301 of Executive Order 10925 as amended, and the implementing Rules and Regulations, are herein incorporated by reference. Also see Article 1-07.11 of Standard Specifications. In all hiring or employment made possible or resulting from this contract, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this contract on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.
- **Personal Liability:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the District be in any way personally liable or responsible for any covenant or agreement herein contained whether express or implied, nor for any statement of representation made herein or in any connection with this contract.
- **Warranty of Title:** The vendor shall warrant good title to all materials, supplies, and equipment purchased for, or incorporated in the work. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor, to recover under any bond given by the vendor for their protection, or any rights under any law permitting such persons to look to funds due the vendor in the hands of the District.
- **Guarantee of the Work:** The vendor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The District will give notice of observed defects with reasonable promptness. The guarantee period shall be suspended from the time a significant defect is first documented by the District until the work or equipment is repaired or replaced by the vendor and accepted by the District. In the event that fewer than ninety (90) days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) days' guarantee of the work from the date of acceptance of such repair or replacement.
- **Insurance:** The vendor shall not start work under this contract until vendor has furnished proof of insurance as required hereunder and such insurance has been approved by the District; nor shall vendor allow any subcontractor to commence work on its subcontract until the same insurance requirements have been complied with by such subcontractor. Approval of insurance by the District shall not relieve or decrease the liability of vendor for any damages arising from vendor's performance of the work.

Vendor shall procure and maintain during the life of this contract, Commercial General Liability, and Automobile Liability Insurance, as detailed herein, to protect the District and vendor from and against all claims, damages, losses and expenses arising out of or resulting from the performance of work detailed herein, with insurance companies or through sources approved by the State Insurance Commissioner pursuant to RCW Chapter 48. Coverage provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the vendor or any subcontractor or by anyone directly or indirectly involved or employed by either of them.

Vendor insurance policies shall include the District as Additional Named Insured, Form CG 2010 11 85, on a Primary Basis and others if required by contract documents. All insurance policies shall be endorsed to provide that no policy shall be cancelled, changed or reduced in coverage, until after thirty (30) days prior written notice has been

delivered to the District through certified mail. Exceptions to form must be approved by the Director of Finance or designee.

A Certificate of Insurance including the Additional Named Insured Endorsement on Form CG 2010 11 85 shall be filed with the District after award, but prior to execution of the contract, for a primary policy of commercial general liability insurance and automobile liability insurance meeting the requirements herein.

The Certificate of Insurance (ACCORD Form 25-S) cancellation clause shall be revised to read as indicated below. Exceptions to this requirement must be approved by the Director of Finance or designee.

Should any of the above described policies be cancelled, changed or reduced in coverage, before the expiration date, the issue company will mail thirty (30) day written notice to the certificate holder named at the left using certified mail.

Failure of the vendor to fully comply with the requirements set forth herein regarding insurance shall be considered a material breach of contract and shall be cause of immediate termination of the contract and of any and all obligations regarding the same.

Approval of the insurance, by the District, shall not relieve or decrease the liability of the vendor for any damages arising from vendor's performance of the work.

Insurance shall provide, at a minimum, the types of insurance coverage, limits and endorsements as set forth below and shall be included in all applicable policies and on the Certificate of Insurance. The insurance coverage listed below shall protect the vendor and the District from claims for damages of bodily injury, including death resulting therefrom, as well as claims for property damage, which may arise from operations under this contract, whether such operation be by itself or by any subcontractor or by anyone directly employed by either of them, it being understood that it is the vendor's obligation to enforce the requirements of this section in respect to any subcontractor employed for this project:

Commercial General Bodily Injury and Property Damage Insurance 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 & Operations;
- Owners and Vendors Protective;
- Products Liability, including completed Operations Coverage; Contractual Liability;
- Broad Form Property Damage;
- Commercial Form (to include Extended Bodily Injury); Employees as Additional Insured;
- Explosion, Collapse & Underground Hazard;
- Independent Vendors;
- Personal Injury;
- Stop Gap;
- Cross Liability Clause.

Automobile Bodily Injury shall be written with limits of liability as required by the Supplementary General Conditions, but shall in no case be for limits less than \$1,000,000 Combined Single Limit. Coverage shall include:

- All owned automobiles;
- Non-Owned automobiles;
- Hired Automobiles;
- Any automobiles.

Bodily Injury Liability Insurance shall be written on an occurrence basis for bodily injury, sickness or disease, including death resulting therefrom.

Property Damage Liability Insurance shall be written on an occurrence basis for damage to or destruction of property, including the loss of use thereof, and shall not exclude Injury to, or destruction of, wires, conduits, pipes, mains, sewers or similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is cause by and occurs during, the use of mechanical equipment for the purpose of excavating or drilling, or injury to or destruction of property at any time resulting therefrom.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the vendor's responsibility for payment of damages resulting from operations under this contract.

The coverages provided by this policy are primary to any insurance maintained by the District.

Inclusion of more than one Insured under this policy shall not affect the rights of any insured as respects to any claims, suit or judgment made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the contract would have been liable had only one Insured been named.

There shall be included in the liability insurance contractual coverage sufficiently broad to insure the provisions of that Section herein entitled "Hold Harmless Clause."

In the event the vendor is required to make corrections on the premises after the project has been inspected and accepted, s/he shall obtain at his/her own expenses, and before commencement of any corrective work, full insurance coverage as specified herein.

- **Gifts and Gratuities:** Businesses must not offer, nor the District employees accept, gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with the District business practices. It is also unlawful for anyone to offer another, to influence or cause them to refrain from submitting a bid. Vendors and the District employees must strictly adhere to the statutes and ordinances for ethics in contracting and purchasing, including the District Ethics Code, RCW 42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract condition, bid practice, or at any activity related to District business.

- **Assignment:** Neither party may assign any portion of the contract work without the prior consent of the other party.

- **Delays and Extensions of Time:** The vendor will be granted equitable extensions of time by the District under the following circumstances:

A delay caused by any suit or other legal action against the District will entitle the vendor to an equivalent extension of time, unless the period of such delay exceeds ninety (90) calendar days. When such period is exceeded, the District will, upon request of the vendor, in writing, either negotiate a termination of the contract or grant a further extension of time, whichever may at the time be in the best interests of the District.

There shall be no delays or extensions due to inclement weather, unless the Property Manager agrees with the vendor that weather is abnormal to the season, and could not be normally expected to occur for this region.

Should other unforeseen conditions occur beyond the reasonable control of vendor, or should performance of work under a change order make the work more complex or difficult than originally specified and shown on the scope of work, and such work, in the vendor's opinion, requires more time to execute than allowed by the contract, the vendor shall notify the District in writing prior to the performance of such work, setting forth in detail its estimate of the added time and cost required for such work. The District will, if such estimate is approved, allow an equitable extension of the original contracted dollar amount.

- **Breach:** In addition to the events defining a breach as outlined under Standard Specification 1-07.10 (1), a breach of a term or condition of the contract shall mean any one or more of the following: (1) vendor fails to perform the services by the date required or by a later date as may be agreed to in a written amendment to the contract; (2) vendor breaches any warranty or fails to perform or comply with any term or agreement in the contract; (3) vendor makes any general assignment for the benefit of creditors; (4) in the District's sole opinion, vendor becomes insolvent or in an unsound financial condition so as to endanger performance; (5) vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency, reorganization, or relief from creditors and/or debtors; (6) any receiver, trustee, or similar official is appointed for vendor or any of the vendor's property; (7) vendor is determined to be in violation of federal, state or local laws or regulations and that such determination, in the District's sole opinion, renders the vendor unable to perform any aspect of the contract.
- **Default:** In addition to the events defining a default as outlined under Standard Specification 1-07.10 (1), a vendor may be declared in default for failing to perform a contractual requirement or for a material breach of any term or condition.
- **Termination for Breach and/or Default:** Refer to Standard Specification 1-08.10 (1). In addition, the District shall be entitled by written notice, to cancel and/or terminate this contract in its entirety or in part, for breach and/or for default of any of the terms and to have all other rights against the vendor by reason of the vendor's breach, as provided by law.
- **Opportunity to Cure Default:** Refer to Standard Specification 1-08.10 (1). In summary, in the event that vendor fails to perform a contractual requirement or materially breaches any term or condition, the District may issue a written or oral notice of default and provide a period of time in which vendor shall have the opportunity to cure. Time allowed for cure shall not diminish or eliminate vendor's liability for liquidated or other damages. The District is not required to allow the vendor to cure defects if the opportunity for cure is not feasible as determined solely by the District. The District may terminate the contract for nonperformance, breach or default without allowing the opportunity to cure by the vendor.
- **Remedies for Cure of Default:** If the nonperformance, breach or default remains after vendor has been provided the opportunity to cure, the District may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate this contract and any related contracts or portions thereof; (3) impose liquidated damages; (4) suspend vendor from receiving future invitations to bid. The District may procure the articles or services from other sources and hold the bidder responsible for any excess and expense occasioned thereby, including delay in time, whether foreseeable or unforeseeable.
- **Termination for Convenience:** The District may terminate this contract, in whole or in part, at any time by written notice to the vendor.
- **Payments:** Refer to Standard Specification 1-09.9. In addition, the vendor shall be paid, upon submission of a proper payment request, the prices stipulated herein for services performed (less deductions, if any), in accordance with all payment and retainage instructions herein. All accounts are paid according to RCW 39.76.020, Section 4C. Submitted payment requests must contain the following minimum information:
 - Item number, quantity and description as appropriate;
 - Unit and extended prices;
 - Shipping charges when applicable,
 - Affidavit of Prevailing Wages Paid from the Department of Labor and Industries,

- Sales tax as applicable.

Mail Payment Requests to:

Public Hospital District #2, Snohomish County
4710 196th Street SW
Lynnwood, WA 98036

Vendor shall be paid within thirty (30) days after receipt of an undisputed invoice.

- **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 District and vendor arising out of or related to the contract. Claims must be made in writing. 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 vendor against the District 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 applicable provisions of the contract. No act, omissions, or knowledge, actual or constructive, of the District shall in any way be deemed a waiver of the requirement for timely written notice and a timely written claim unless the District provides vendor with an explicit, unequivocal written waiver.

- All claims must be addressed to: Public Hospital District #2, Snohomish County
4710 196th Street SW, Lynnwood, WA 98036
- Vendor shall submit in writing to the District all claims, within fourteen (14) days of the event giving rise to the claim. Written claim(s) must specify the conditions and requested relief. The District shall consider such claim and shall meet with the vendor to confer and attempt to resolve the claim.
- Vendor shall diligently carry on the work and maintain the vendor's construction schedule during any dispute resolution proceedings, unless otherwise agreed by it and the District in writing.

Mediation: If the claim is not resolved in the process provided immediately above, neither the vendor nor any subcontractor or supplier of any tier may bring a claim against the District in litigation unless the claim is first subject to nonbonding 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 District and vendor.

Litigation: Vendor may bring no litigation on claims unless such claims have been properly raised and considered as provided above. All unresolved claims of vendor shall be solved and released unless vendor 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 District (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 District.

- **Removal from Shared Small Works Roster for Failure to Perform:** The District retains the right to report the awarded vendor to the Municipal Research Service Center (MRSC) Rosters, if in the Property Manager's opinion, the vendor has failed to satisfactorily and promptly perform and/or complete the Project as required by the District.
- **Indemnification:** To the maximum extent permitted by law, the vendor shall be liable for and shall hold the District harmless from all damages and injuries caused to persons or property arising out of the performance of this contract. The vendor agrees to assume the defense of the District and its officers and employees in all legal proceedings or claims with third parties connected with the vendor's performance under this contract, to pay all expenses, including reasonable attorney's fees, incurred by the District directly or indirectly on account of such legal proceedings, and to satisfy any judgment rendered in connection therewith or to pay or reimburse the payment of any sums reasonable to settle such proceedings or claims.
- **Patents, Trademarks and Copyrights:** Vendor warrants that products furnished do not infringe upon any patent, registered trademark or copyright, and agrees to hold the District harmless in the event of infringement or claim thereof.
- **Liens/Title:** Vendor warrants that items to be furnished are free and clear of all liens and encumbrances and that vendor has good and marketable title to same.
- **Hold Harmless:** The vendor shall hold the District and its officers, agents and employees harmless from all costs, claims or liabilities of any nature including attorneys' fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent activities or omissions of the vendor, its agents or employees pursuant to the contract, or on account of any unpaid wages or other remuneration for services; and if a suit as described above be filed, the vendor shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement made requiring payment by the District, the vendor shall pay the same.
- **Ownership of Documents:** All documents, data, drawings, specifications, software applications and other products or materials produced by the vendor in connection with this contract shall be the property of the District whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the District at its request and may be used by the District as it sees fit. Vendor shall preserve the confidentiality of all the District documents and data accessed for use in vendor's work product.

- **Workers Right to Know:** WAC 296-62-054 requires that manufacturers of hazardous substances include with each delivery, a MSDS (Material Safety Data Sheets) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: (1) identity of the hazardous material; (2) appropriate hazardous warnings; and (3) name and address of the chemical manufacturer, importer or responsible party. Labor and Industries may levy appropriate fines for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement, unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.
- **Mutual Responsibility of Vendor:** If, through acts of neglect on the part of the vendor, any other vendor or any subcontractor shall suffer loss or damage on the work, the contract agrees to settle with such other vendor or subcontractor by agreement or arbitration if such other vendor or subcontractors will so settle. If such other vendor or subcontractor shall assert any claim against the District account of any damage alleged to have been sustained, the District shall notify vendor, who shall indemnify and save harmless the District against any such claim.
- **Compensation and Employee's Liability Insurance:** Vendor shall maintain Worker's Compensation Insurance as required by State Statute for all employees engaged in work on this contract. Should any work be subcontracted, the vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all subcontractor employees engaged in the work. In the event any class of employees engaged in work under this contract at the project site is not covered under the Workmen's Compensation Insurance as required by State statute, the vendor shall provide and shall cause each subcontractor to provide Employer's Liability Insurance with a private insurance company for limits of at least \$100,000 each person and \$300,000 each accident and furnish satisfactory evidence of the same.
- **Scope of Work:** The District retains the right to ADD and/or DELETE work in Section 4(A). The District also retains the right to modify the services rendered under this contract. The cost for such modifications in the scope of work shall be adjusted upon mutual written agreement by both parties. In the event the parties cannot mutually agree to the changes, either party may terminate the agreement with thirty (30) days written notice to the other party.

Public Hospital District #2, Snohomish County, dba Verdant Health Commission
Schedule 1-Attachment to Invitation to Bid Kruger Clinic HVAC Replacement
Scope of Work

Both buildings will have been newly roofed and contractor of choice to take all necessary precautions to protect the new roof during this project. Any roof damage will be the responsibility of chosen contractor to make repairs in concordance with the roofing manufacture to maintain the roof warranty.

All necessary engineered drawings, permits, compliance with state and local authorities, and safety protocols are the responsibility of the contractor of choice. Any equipment needed to remove and/or install equipment to the roof or basement are to be borne as part of the project cost. Any crane activity in the parking lot will need to be closely scheduled to avoid impacting clinic clients.

Rooftop is accessed via a fireman ladder and roof hatch in the east stairwell or the 2nd floor Fire Alarm closet via a fireman ladder and roof hatch. Crawlspace and basement are accessed via a secured internal stairwell on the 2nd floor west hallway.

At the conclusion of this project provide a complete air balancing report for the entire building, existing and new equipment, after equipment and controls are fully operational. Provide training to management company on all new equipment and control system.

A minimum one-year workmanship warranty will be in place after new equipment installation. As part of your proposal provide a 5 year maintenance plan and cost for all equipment both new and old at the Kruger Clinic. For existing equipment, the 5 year would commence at the project completion date. For all new equipment and controls, the 5 year agreement would commence after the warranty period.

If alternate(s) to the specified equipment are to be proposed, that alternate should be submitted as a separate proposal including cut sheets and warranty information.

Rooftop Equipment

There are (2) existing 25-Ton Trane Intellipak RTU's that are approximately 15 years old. Units sit on existing structural roof curbing and duct horizontally to insulated ductwork. Units serve east half of Kruger Clinic. Airflow is distributed through approximately (22) Trane Vari-Cone VAV terminal units. Newly replaced roof top insulated ductwork will be reconnected to these units as part of the project. Units have no heating capacity and are cooling only.

Replace (2) package units with new Trane like in kind Intellipak units including all connections to existing ductwork and electrical. Units to sit on existing curbing.

- Engineering and drawings necessary to obtain Mechanical and Structural Permits.
- Provide Structural Review.
- Disconnect electrical power and controls.
- Provide crane and operator.
- Receipt, storage, and delivery of equipment to site.
- Lift off existing units and dispose per EPA guidelines.
- Furnish, lift on and seismically secure curbing materials to reconnect to existing roof curb.
- Furnish, lift on and seismically secure new units to curb.
- Reconnect power and controls.

- Provide reconfigured ductwork to connect to new ducting.
- Provide units with new factory mounted disconnects.
- Provide pre and post air balancing and commissioning.
- Startup and test.

Existing Units - Trane Model SXHFF25E0D48C5FD8000



Crawlspace and Basement HVAC Equipment

There are (2) HVAC units. (1) unit is a 2-Ton Package Unit located in the crawlspace and the other is a 3.5-Ton Split System located in the basement ceiling with the condensing unit in the crawlspace. Neither of the units have ducted outside air or economizers.

Remove both existing systems and replace with new split systems of like capacity, Trane is the preferred brand. Install code required economizers and ducting to the exterior wall of the clinic. The ducting will be routed to existing crawlspace vents for termination to outside air. Due to the split configuration of the new system versus the package unit, an additional power source will be required to be routed to air handling unit. Ducting will be modified and reconfigured to connect to new air handling units.

Package Unit for Lobby and Common Areas

- Provide drawings and engineering necessary to obtain mechanical & electrical permits per City of Edmonds requirements.
- Remove and dispose of (1) 2-Ton Package HVAC heat pump. Recycle per EPA guidelines.
- Furnish and install (1) 2 Ton Trane heat pump.
- Furnish and install (1) 2 Ton Trane Air Handling unit with electric resistance axillary heater.
- Furnish and install (1) Micrometl economizer box and Honeywell enthalpy controller. Code required.
- Connect to new HVAC DDC Control System.
- Furnish and install refrigeration lines between condensing unit and air handling units.
- Furnish and install all labor and materials to reconnect existing electrical to new condensing unit.
- Furnish and install all labor and materials to run new circuit for Air Handling unit from lower electrical room.
- Furnish and install electrical service outlet at unit to meet code requirements.
- Furnish and install all required low voltage control wiring for DDC Control and economizer controls.
- Furnish and install economizer ducting from economizer to outside air found at crawlspace vents.
- Provide all rigging and hoisting to remove existing equipment and setting of new equipment.
- Provide ductwork insulation on all exposed supply, return, and outside air ducting in crawlspace.
- Provide start-up and test to ensure proper unit operation.

- Provide startup and check out of exhaust fans and control sequence.

Split System – (Serving Electrical, Plumbing, and Elevator Machine Room)

- Provide drawings and engineering necessary to obtain mechanical & electrical permits per City of Edmonds requirements.
- Remove and dispose of (1) 3.5-Ton Split HVAC heat pump system. Recycle per EPA guidelines.
- Furnish and install (1) 3.5 Ton Trane heat pump.
- Furnish and install (1) 3.5 Ton Trane Air Handling unit with electric resistance axillary heater.
- Connect to new DDC control system.
- Furnish and install new refrigeration lines between condensing unit and air handling units.
- Furnish and install all labor and materials to reconnect existing electrical to new condensing unit.
- Furnish and install all required ducting to reconnect air handling unit to existing supply ducting.
- Furnish and install electrical service outlet at unit to meet code requirements.
- Furnish and install economizer and mixing box on return ducting, duct fresh air from exterior of building.
- Furnish and install duct insulation as required by Washington State Energy Code.
- Furnish and install all required low voltage control wiring for DDC control and economizer controls.
- Provide all rigging and hoisting to remove existing equipment and setting of new equipment.
- Provide start-up and test to ensure proper unit operation.
- Provide startup and check out of exhaust fans and control sequence.

Location of outside air components to be located in an area approved by Owner. As part of proposal provide location map of your best location for the outside units.

Existing units – Payne 559GN024 and BDP 517GN042



Domestic Hot Water Generation

The building hot water is currently supplied by two 120-gallon hot water generators both located in the basement.

Replace (2) 120-gallon hot water generators including all associated piping. Provide units with a minimum 10-year manufacturer warranty.

Due to the nature of these facilities, this equipment will need to be replaced on an off hour shift to avoid disruption to the clinic spaces.

- Disconnect existing copper piping and electrical wiring from (2) hot water heaters
- Remove equipment and dispose of per EPA guidelines
- Pickup and deliver new equipment
- Furnish and install (2) 120-gallon Domestic Hot Water Heaters
- Provide all copper piping necessary to reconnect new equipment
- Replace 6 existing gate valves with ball valves.
- Reconnect all electrical wiring
- Provide start-up and test to ensure proper unit operation.

Existing Units - Bradford White M-II-120-18-3SF-37 and AO Smith DVE 120



HVAC Controls

The Kruger Clinic Building is currently controlled through an outdated Trane pneumatic building automation system and individually controlled units. The existing pneumatic system utilizes a compressor and pneumatic piping to control (22) VAV terminal units throughout the east building spaces. The existing terminal units are original Trane Vari-Cone boxes. On the west half of the building, there are (19) individually controlled RTU and (2) split systems. These systems have a combination of standalone thermostats controlling the equipment.

All VAV work to be coordinated as to not impact operations in any clinics.

Provide and install a new Carrier I-Vu control system frontend that is web-server based with all new custom graphics and programming designed to completely replace the existing HVAC controls system front-end. The new system will include energy efficient control strategies for the control of all the mechanical systems in both buildings. The system should be accessible by any PC running a standard Web browser and be intuitive and usable by non-mechanically oriented individuals. The system should utilize nonproprietary parts for ease of replacement.

- Complete upgrade/replacement of the existing Trane System.
- All new global controller programming, system operator graphics and frontend technical checkout.
- New Carrier I-vu Controls Web-server global controller; Installation of new global controller in the lower level mechanical room currently housing the air compressor.
- Include all new operator graphics and global controller programming associated with the mechanical systems currently controlled by the pneumatic system.
- The new system operator graphics to include full access to all mechanical equipment for system monitoring and setpoint adjustment.
- Provide frontend DDC components, DDC engineering & programming and technical start-up/checkout of the new I-Vu frontend control system.
- Complete, digital-based, global controller programming documentation.
- No proprietary software to be used for access to the system operator graphics. Any 'PC' with the appropriate system password should be able to access the building control system and all associated system operator graphics.
- Furnish and install (1) global network controller.
- Installation (22) new Carrier I-Vu programmable VAV controller.
- Calibrate (22) VAV Controllers after installation and startup.
- Integrate (2) BacNET enabled RTU control cards.
- Furnish and install low voltage electrical to connect BacNET trunk for system.
- Furnish and install (19) BacNET enabled unitary equipment controllers to integrate standalone equipment into building automation system.
- Provide programming to allow for user adjustability at local controller.
- Provide preliminary and post project balance reports.
- Provide commissioning for (22) VAV boxes to ensure required airflows at each VAV.
- Provide start-up and test to ensure proper unit operation.
- Decommission existing pneumatic air control system including removing compressor and thermostatic components.
- Provide all permits and inspections as required by local code.
- Provide Price Alternate if digital plans cannot be accessed and digital graphic displays will need to be created.