



## PARKS & PUBLIC WORKS COUNCIL COMMITTEE & COMMITTEE OF THE WHOLE HYBRID MEETING

Tuesday, April 18, 2023, at 5:00 PM

Snoqualmie City Hall, 38624 SE River Street & Zoom

### COMMITTEE MEMBERS

Ethan Benson, Chair

Bryan Holloway, Councilmember

Jolyon Johnson, Councilmember

*This meeting will be conducted in person and remotely using teleconferencing technology provided by Zoom.*

**Join by Telephone:** To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **867 8554 3964** and Password **1700050121** if prompted.

Press \*9 to raise your hand to speak. Raising your hand signals the meeting moderator that you have a comment.

Press \*6 to mute and unmute.

**Join by Internet:** To watch the meeting over the internet via your computer, follow these steps:

- 1) Click this [link](#).
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- 3) If prompted for Webinar ID, enter **867 8554 3964**; Enter Password **1700050121**
- 4) Please confirm that your audio works prior to participating.

### CALL TO ORDER & ROLL CALL

### PUBLIC COMMENTS

### MINUTES

1. Approval of minutes dated April 4, 2023.

### AGENDA BILLS

2. **AB23-052:** Motion to Select CDK Construction Services for the Job Order Contracting
3. **AB23-054:** Motion to Select Forma Construction, Inc for the Job Order Contracting
4. **AB23-055:** Motion to Select Saybr Contractors, Inc for the Job Order Contracting

### DISCUSSION

5. Sidewalk Replacement Program
6. Project Update: Water Reclamation Facility Phase 3
7. Project Update: Urban Forestry Improvement Program - Autumn Avenue
8. Director Reports
  1. Staffing
  2. Project status

### ADJOURNMENT



## PARKS & PUBLIC WORKS COUNCIL COMMITTEE & COMMITTEE OF THE WHOLE HYBRID MEETING MINUTES APRIL 4, 2023

*This meeting was conducted in person and remotely using teleconferencing technology provided by Zoom*

### CALL TO ORDER

Councilmember Benson called the meeting to order at 5:02 pm.

**Committee Members:** Councilmembers Bryan Holloway and Jo Johnson (remote) were present.

Mayor Katherine Ross was also present.

#### City Staff:

Mike Sauerwein, City Administrator; Mike Chambless, Parks & Public Works Director; Bob Sterbank, City Attorney (remote); Dylan Gamble, CIP Project Manager; Patrick Fry, Project Engineer; Deana Dean, City Clerk (remote); Janna Walker, Budget Analyst (remote).

Scott Vermeulen was also present.

**PUBLIC COMMENTS** - There were no public comments.

### MINUTES

1. The minutes from the March 21, 2023, meeting were approved as presented.

### AGENDA BILLS

2. **AB23-014:** Riverwalk Design Contract – Berger Partnership. Dylan Gamble, CIP Project Manager, provided a review of this item by PowerPoint presentation. Discussion followed. This item was approved to move forward at the April 10, 2023, City Council meeting on the consent agenda.
3. **AB23-039:** Approving Purchase of four (4) Parks & Public Works Vehicle and Equipment Replacements. Don Harris, Fleet/Facilities Supervisor, reviewed this item. Discussion followed. This item was approved to move forward at the April 10, 2023, City Council meeting on the consent agenda.
4. **AB23-040:** Resolution No. 1643 Declaring and Authorizing the Sale of Surplus Property. Don Harris, Fleet/Facilities Supervisor, reviewed this item. Brief discussion followed. This item was approved to move forward at the April 10, 2023, City Council meeting on the consent agenda.

5. **AB23-047:** Resolution No. 1644 Entering Design Contract with Driftmier Architects for the City Hall A/C Upgrade. Patrick Fry, Project Engineer, reviewed this item. Discussion followed. This item was approved to move forward at the April 10, 2023, City Council meeting.

## DISCUSSION

6. 2022-2023 NPDES Report Presentation. Patrick Fry provided a review of the NPDES Report via PowerPoint Presentation.
7. Front Loader Purchase. This item was included in AB 23-039.
8. Parkway Project Update. Mike Chambless, Director of Parks & Public Works, provided an update indicating the city received funding last week with bidding out this week.
9. Arbor Day Discussion. Mike Chambless provided an update on the Arbor Day Celebration, which is April 22, 2023, from 10am to 2pm at Riverview Park. The new playground equipment will be installed, and new trees will be planted. There will also be a scavenger hunt and pizza lunch.

**ADJOURNMENT** - The meeting was adjourned at 6:00 pm.

*Minutes taken by Deana Dean, City Clerk*

*Recorded meeting audio is available on the City website after the meeting.*

*Minutes approved at the \_\_\_\_\_ Parks & Public Works Committee Meeting.*



## BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

**AB23-052**  
**April 24, 2023**  
**Consent Agenda**

### AGENDA BILL INFORMATION

|                            |   |   |
|----------------------------|---|---|
| <b>TITLE:</b>              | AB23-052: Motion to Select CDK Construction Services as one of the on-call Contractors for the Job order Contracting Procurement Method | <input type="checkbox"/> Discussion Only<br><input checked="" type="checkbox"/> Action Needed:                          |
| <b>RECOMMENDED ACTION:</b> | Motion to select CDK Construction Services, as one of the on-call Contractors for the Job order Contracting Procurement Method          | <input checked="" type="checkbox"/> Motion<br><input type="checkbox"/> Ordinance<br><input type="checkbox"/> Resolution |

|                         |   |   |              |
|-------------------------|---|---|--------------|
| <b>DEPARTMENT:</b>      | Parks & Public Works  |   |              |
| <b>STAFF:</b>           | Patrick Fry, Project Engineer   |   |              |
| <b>COMMITTEE:</b>       | Parks & Public Works  | Committee Date: April 18 <sup>th</sup> , 2023 |              |
| <b>COUNCIL LIAISON:</b> | Bryan Holloway  | Jo Johnson                                    | Ethan Benson |
| <b>EXHIBITS:</b>        | 1. AB23-052x1 (Contract)<br>2. AB23-052x2 (AB22-139)<br>3. AB23-052x3 (JOC Execution Procedures)<br>4. AB23-052x4 (Bid Results) |   |              |

|                                |        |
|--------------------------------|--------|
| <b>AMOUNT OF EXPENDITURE</b>   | \$ N/A |
| <b>AMOUNT BUDGETED</b>         | \$ N/A |
| <b>APPROPRIATION REQUESTED</b> | \$ 0   |

### SUMMARY

#### SUMMARY STATEMENT

Staff seeks approval to select CDK Construction Services, Inc, as one of the Contractors for the Job Order Contracting Procurement Method. The City, with the assistance of the Gordian Group, solicited bids for adjustment factors on pre-priced & non-prepriced work identified in the Construction Task Catalog. A total of four bids were received and the City proposes to move forward with selecting the three lowest, responsible, responsive bidders to execute contracts with.

#### BACKGROUND

The City entered an agreement not to exceed \$200,000 with Gordian Group, Inc in September 2022 as part of AB22-139, which approved the use of Gordian for the JOC contracting needs. As part of the contract, Gordian Group is responsible for creating a request for price proposals, finding a contractor, creating a detailed scope of work, and final price proposal, in return Gordian Group receives up to 5% of the value of the work. If project management services are rendered, up to 10.95% of the contract value can be collected.

### **Analysis**

Job Order Contracting (JOC) is an Alternative Public Works Contracting Procedure as laid out in Chapter 39.10 of the RCW. The primary objectives of the JOC program are to rapidly engage contractors in the performance of small to medium sized public work projects; to reduce administrative, construction, design, and planning costs; and to develop relationships with contractors to respond to community needs more quickly and efficiently. The JOC provides an effective means of reducing the lead-time and cost for public works projects by eliminating time-consuming, costly aspects of the traditional public works process. According to Mortensen, costs rose 4.9% in the last year, by moving quickly, staff will be able to preserve the buying power of approved funds. The existing spending approval authority is still required for all projects.

### **BUDGET IMPACTS**

No budgetary impacts anticipated.

## **RECOMMENDED ACTION**

Motion to select CDK Construction Services, Inc as one of the on-call Contractors for the Job order Contracting Procurement Method.

**Section 00 05 00**  
**AGREEMENT**  
**JOB ORDER CONTRACT**

THIS AGREEMENT is made on this \_\_\_\_\_, 2023 between the City of Snoqualmie ("City"), a municipal corporation located in the State of Washington and CDK Construction Services Inc., ("Job Order Contractor" or "Contractor").

In consideration of the terms and conditions contained in this Contract and the requirements attached to it, the parties agree as follows:

1. The City retains the Contractor to provide construction work and services as described in individual Job Orders that shall be issued for each Project. Any inconsistency between this Agreement and the Job Order(s) shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement. Work shall commence when the City issues a notice to proceed.
2. The Minimum Contract Value of Job Orders that the Contractor is guaranteed the opportunity to perform during the Base Term of this Agreement is \$25,000. The City is not obligated to provide the Contractor the opportunity to perform Job Orders in excess of the Minimum Contract Value.
3. The maximum dollar amount for any Job Order is \$500,000, excluding Washington state sales and use tax. At least 90 percent of work contained in a job order contract must be subcontracted to entities other than the job order contractor.
4. Upon the issuance of a Job Order, the Contractor shall do all of the work and furnish all of the labor, materials, tools and equipment for the construction of the improvements and shall perform any changes in the work (the "Work"), all in full compliance with the Contract Documents entitled Job Order Contract, which include this Agreement (Section 00 05 00), Contractor's response to Bidder's Questionnaire (Section 00 03 05), executed Performance and Payment Bond (Section 00 04 20), executed Retainage Forms (Section 00 05 10); General Terms and Conditions (00 07 00), those portions of the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge and Municipal Construction, 2021 edition specifically incorporated by reference and/or modified herein, Technical Provisions, Appendices \_\_\_\_\_, Addenda \_\_\_\_\_, any project drawings or plans, and the Construction Task Catalog.
5. The City hereby promises and agrees with the Contractor to employ, and does employ the Contractor to furnish the labor, materials, tools and equipment, and to do and cause to be done the Work as described in individual Task Orders, and to complete and finish the same in accordance with the Contract Documents and the terms and conditions herein contained, and hereby contracts to pay for the same, according to the said documents and the terms and conditions herein contained, and hereby contracts to pay for the same, according to the said documents.
6. Upon the issuance of a Job Order, the Contractor hereby promises and agrees to diligently prosecute and obtain Substantial Completion of the Work within time set forth in the Job Order (the "Contract Time"), and to obtain Physical Completion and Final Acceptance of the Work within the time and as specified in the Contract Documents. The Contractor shall complete all work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog and the following Adjustment Factors:

**A. Normal Working Hours Adjustment Factor: 1.399**

Work performed between the hours of 7:00 am and 4:00 pm, Monday through Friday, except for City Holidays.

**B. Other Than Normal Working Hours Adjustment Factor: 1.622**

Work performed between the hours of 4:01 pm and 6:59 am, Monday through Friday, and all-day Saturday, Sunday and City Holidays

**C. Non-Prepriced Adjustment Factor: 1.331.**

7. Payment. For all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less, the City shall make one payment. For all other Job Orders, the City shall make payments in accordance with the Contract Documents.
8. Liquidated Damages. The Contractor agrees that Liquidated Damages shall be assessed in the amount indicated in the table below for any failure to complete the Work within the Job Order Completion Time, for any failure to meet a Job Order Milestone, and for any failure to achieve Physical Completion and Final Acceptance within the time and as required in the Job Order.

| Value of Job Order   | Liquidated Damages |
|----------------------|--------------------|
| \$0 to \$10,000      | \$100/Day          |
| \$10,001 to \$50,000 | \$250/Day          |
| Over \$50,000        | \$500/Day          |

9. Term. The Base Term of this Agreement is 2 years. Upon agreement of the City and the Contractor, the Agreement may be extended for an additional year ("Option Term").
10. The Contractor for himself, and for his agents, successors, assigns, subcontractors and/or employees, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
11. The City hereby appoints and the Contractor hereby accepts the Parks & Public Works Director, as the City's representative for the purpose of administering the provisions of this Contract, including the City's right to receive and act on all reports and documents related to this Contract, to request and receive additional information from the Contractor.
12. This Contract contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Contract.
13. The Contractor agrees to comply with all applicable Federal, State, City or municipal standards for the licensing, certification, operation of facilities and programs, and accreditation and licensing of individuals.
14. The Contractor shall not assign or subcontract any portion of the work provided for under the terms of this Contract without obtaining prior written approval of the City. All terms and conditions of this Contract shall apply to any approved subcontract or assignment related to this Contract.
15. The parties intend that an independent Contractor-City relationship will be created by this Contract. The City is interested only in the results to be achieved, and the implementation of

the work will lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City for any purpose. Employees of the Contractor are not entitled to any of the benefits the City provides for City employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. In the performance of the work herein contemplated, the Contractor is an independent Contractor with regard to the performance of the details of the work; however, the components of and the results of the work contemplated herein must meet the approval of the City and shall be subject to the general rights of inspection and review to secure the satisfactory completion thereof.

16. The Contractor agrees and covenants to indemnify, defend, and save harmless, the City and those persons who were, now are, or shall be duly elected or appointed officials or employees thereof, hereinafter referred to as the "City" against and from any loss, damage, costs, charge, expense, liability, claims, demands or judgments, of whatsoever kind or nature, whether to persons or to property, arising wholly or partially out of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees, except only such injury or damage as shall have been caused by or resulted from the sole negligence of the City. In case any suit or cause of action shall be brought against the City on account of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees the Contractor hereby agrees and covenants to assume the defense thereof and to pay any and all costs, charges, attorney's fees and other expenses and any and all judgments that may be incurred or obtained against the City. In the event the City is required to institute legal action and/or participate in the legal action to enforce this Indemnification and Hold Harmless Clause, the Contractor agrees to pay the City's legal fees, costs and disbursements incurred in establishing the right to indemnification. If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraphs of this specification is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the indemnitor or the indemnitor's agents for employees the indemnity provisions provided for in the preceding paragraphs of this specification shall be valid and enforceable only to the extent of the indemnitor's negligence. The Contractor expressly waives, as respects the City only, all immunity and limitation on liability under any Industrial Insurance Act, including Title 51 RCW, or other workers compensation act, disability act, or other employees benefits of any act of any jurisdiction which would otherwise be applicable in the case of such a claim. BY INITIALING BELOW THE OWNER AND CONTRACTOR CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.
17. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit and equity or judicial proceedings for the enforcement of this contract or any provisions thereof, shall be instituted and maintained in the courts of competent jurisdiction located in King County, Washington.
18. The failure of the City to insist upon strict performance of any of the covenants and agreements of this Contract or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such obligation, or any other covenants or agreements, but the same shall be and remain in full force and effect.
19. It is understood and agreed by the parties hereto that if any part of this agreement is determined to be illegal, the validity of the remaining portions shall be construed as if the agreement did not contain the particular illegal part.



20. No change or addition to this Contract shall be valid or binding upon either party unless such change or addition shall be in writing, executed by both parties.
21. The Contractor shall fully comply with all applicable state and federal employment and discrimination laws and regulations. IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor has caused this instrument to be executed by and in the name of the said City, the day and year first above written.
22. Pursuant to RCW 39.10.450, the City may not issue a Job Order to a contractor until the City has approved a plan prepared by the contractor that equitably spreads certified women and minority business enterprise subcontracting opportunities among the various subcontract disciplines to the extent permitted by RCW 49.60.400.

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

CITY OF SNOQUALMIE ("CITY")

By \_\_\_\_\_

Typed Name: Katherine Ross \_\_\_\_\_

Its: Mayor \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

CDK CONSTRUCTION SERVICES INC.  
[CONTRACTOR]

By \_\_\_\_\_

Typed Name \_\_\_\_\_

Its \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

WA Contractor's License No. \_\_\_\_\_





# BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

**AB22-139**  
**July 25, 2022**

Choose an item.

Item 2.

## AGENDA BILL INFORMATION

|                         |  |   |
|-------------------------|--|---|
| <b>TITLE:</b>           | AB22-139: Job Order Contracting Consulting Services Contract with the Gordian Group.   | <input type="checkbox"/> Discussion Only  |
| <b>PROPOSED ACTION:</b> | Move to approve the contract with The Gordian Group, Inc. for Job Order Contracting Consulting Services and authorize the Mayor to sign. | <input checked="" type="checkbox"/> Action Needed:<br><input checked="" type="checkbox"/> Motion<br><input type="checkbox"/> Ordinance<br><input type="checkbox"/> Resolution |

|                |                          |                |           |
|----------------|--------------------------|----------------|-----------|
| <b>REVIEW:</b> | Department Director/Peer | Mike Chambless | 9/15/2022 |
|                | Finance                  | Drew Bouta     | 9/16/2022 |
|                | Legal                    | Anna Astrakhan | 9/16/2022 |
|                | City Administrator       | Mike Sauerwein | 9/16/2022 |

|                    |   |   |              |
|--------------------|---|---|--------------|
| <b>DEPARTMENT:</b> | Parks & Public Works  |   |              |
| <b>STAFF:</b>      | Mike Chambless  |   |              |
| <b>COMMITTEE:</b>  | Parks & Public Works  | <b>COMMITTEE DATE:</b> September 20, 2022 |              |
| <b>MEMBERS:</b>    | Bryan Holloway  | Jo Johnson                                | Ethan Benson |
| <b>EXHIBITS:</b>   | 1. Agreement for Consultant Services with The Gordian Group, Inc.<br>2. City of Shoreline Request for Proposals RFP 9596<br>3. The Gordian Group Inc. Response to RFP<br>4. City of Shoreline Notice of Intent to Award<br>5. City of Shoreline Professional Services and License Agreement |   |              |

|                                |            |
|--------------------------------|------------|
| <b>AMOUNT OF EXPENDITURE</b>   | \$ 200,000 |
| <b>AMOUNT BUDGETED</b>         | \$ 200,000 |
| <b>APPROPRIATION REQUESTED</b> | \$ n/a     |

## SUMMARY

### SUMMARY STATEMENT

The Gordian Group, Inc. will develop, implement and support a JOC program for the City as provided for in Chapter 39.10 RCW Alternative Public Works Contracting Procedures. The primary objectives of the JOC program are to rapidly engage contractors in the performance of small to medium sized public work projects; to reduce construction, design, and planning costs; and to develop relationships with contractors to respond to community needs more quickly and efficiently.

### BACKGROUND

During the 2019 Legislative Session, Revised Code of Washington (RCW) sections 39.10.420 through 39.10.460 were amended to allow all public agencies to use Job Order Contracting (JOC) for public works projects when a determination is made that the use of job order contracts will benefit the public.

Under RCW 39.10.430, job order contracts must be awarded through a competitive process using requests for proposals. RCW 39.34.030 authorizes local government agencies to use another public agency's active contract for purchases of products and services in order to save time and obtain better prices and terms than they might be able to on their own – a process known as “piggybacking.” Here, the City will piggyback on the contract awarded by the City of Shoreline after a JOC selection process. The consultant chosen through the selection process - The Gordian Group, Inc. - has successfully supported and implemented JOC programs for agencies including the City of Bellevue, Snohomish County, Port of Everett, City of Kirkland, City of Everett, and the Seattle Housing Authority.

The JOC program is anticipated to be utilized for many time-sensitive projects, including minor construction, street operations and maintenance, wastewater operations, parks, and other public works programs/projects.

## **ANALYSIS**

The JOC provides an effective means of reducing the total lead-time and cost for public works projects by eliminating time-consuming, costly aspects of the traditional public works process.

## **BUDGET IMPACTS**

The Administration recommends approving a contract with the Gordian Group, Inc. in an amount not to exceed \$200,000 for Job Order Contracting (JOC) consulting services. The City of Snoqualmie may pay the Gordian Group, Inc. up to a total of 5.00% of the value of work ordered and 10.95% if project management services are included. This means that the City can order up to \$4,000,000 in work or \$1,826,484 if project management services are involved. One intent of Job Order Contracting (JOC) is to reduce construction, design, and planning costs in an amount equal to the fee imposed. Therefore, sufficient appropriation exists within the 2021-2022 Biennial Budget and in the proposed 2023-2024 Biennial Budget to fund the contract.

## **PROPOSED ACTION**

Move to approve the Job Order Contracting Consulting Services contract with the Gordian Group, Inc. and authorize the Mayor to sign.



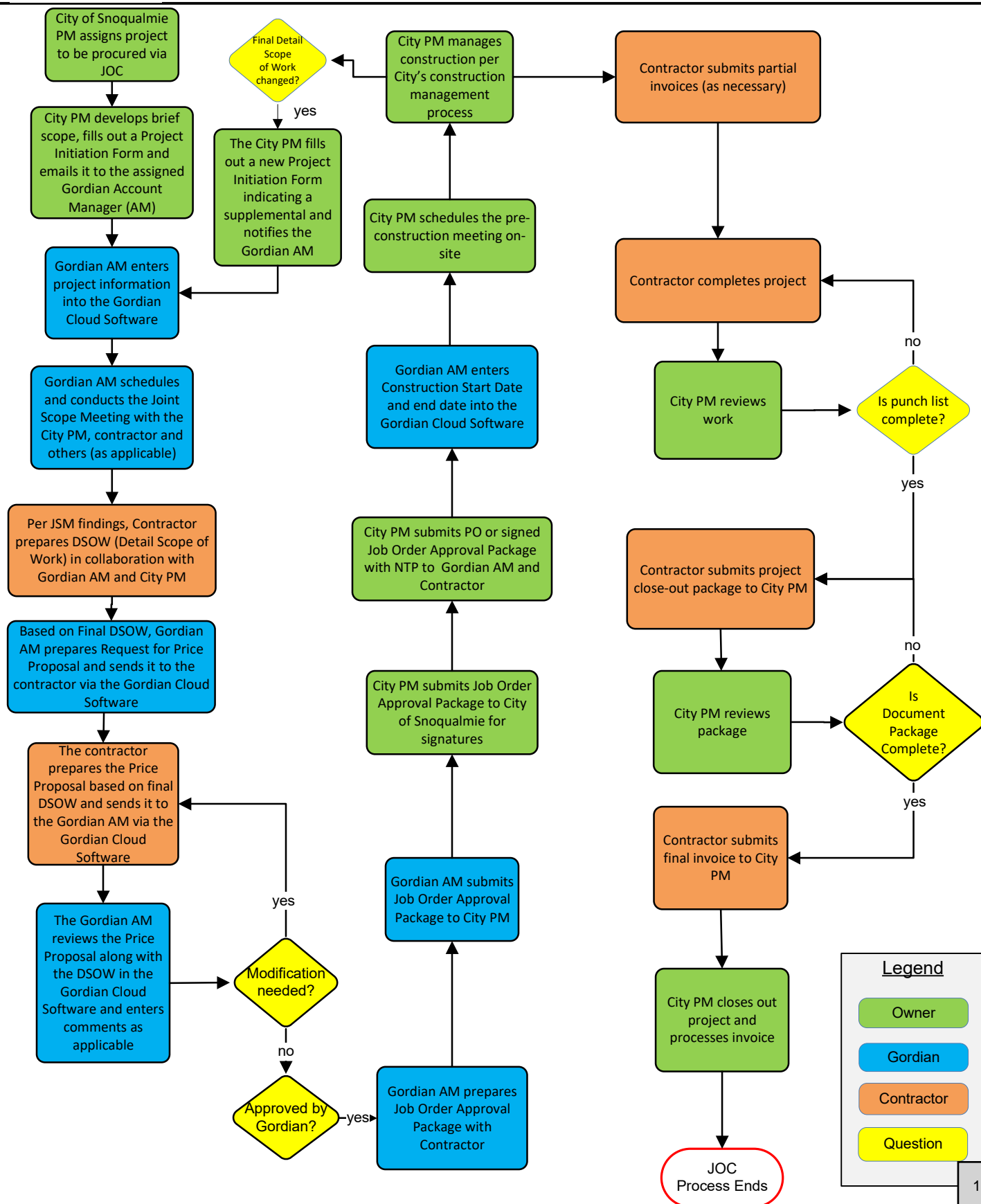
# Job Order Contracting

## Execution Procedures

JOC Complete Solution

February 2023

**GORDIAN®**  
Building knowledge



|                               |
|-------------------------------|
| Job Order Contracting Bid Tab |
|-------------------------------|

|   | <u>Contractor</u>      | <u>Normal Working Hours AF</u> | <u>Other than<br/>Normal Hrs</u> | <u>Non-Prepriced Work</u> | <u>Sum</u> |
|---|------------------------|--------------------------------|----------------------------------|---------------------------|------------|
| 1 | Fury Site Works        | 1.3565                         | 1.8313                           | 1.2121 \$                 | 1.48       |
| 2 | Saybr                  | 1.33                           | 1.345                            | 1.33 \$                   | 1.33       |
| 3 | Forma Construction     | 1.35                           | 1.35                             | 1.15 \$                   | 1.33       |
| 4 | CDK Construction Svcs. | 1.399                          | 1.622                            | 1.331 \$                  | 1.46       |



## BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

**AB23-054**  
**April 24, 2023**  
**Consent Agenda**

### AGENDA BILL INFORMATION

|                            |  |   |
|----------------------------|--|---|
| <b>TITLE:</b>              | AB23-054: Motion to select Forma Construction as one of the on-call Contractors for the Job order Contracting Procurement Method | <input type="checkbox"/> Discussion Only<br><input checked="" type="checkbox"/> Action Needed:                          |
| <b>RECOMMENDED ACTION:</b> | Motion to select Forma Construction, as one of the on-call Contractors for the Job order Contracting Procurement Method          | <input checked="" type="checkbox"/> Motion<br><input type="checkbox"/> Ordinance<br><input type="checkbox"/> Resolution |

|                         |   |   |              |
|-------------------------|---|---|--------------|
| <b>DEPARTMENT:</b>      | Parks & Public Works  |   |              |
| <b>STAFF:</b>           | Patrick Fry, Project Engineer   |   |              |
| <b>COMMITTEE:</b>       | Parks & Public Works  | Committee Date: April 18 <sup>th</sup> , 2023 |              |
| <b>COUNCIL LIAISON:</b> | Bryan Holloway  | Jo Johnson                                    | Ethan Benson |
| <b>EXHIBITS:</b>        | 1. AB23-054x1 (Contract)<br>2. AB23-054x2 (AB22-139)<br>3. AB23-054x3 (JOC Execution Procedures)<br>4. AB23-054x4 (Bid Results) |   |              |

|                                |        |
|--------------------------------|--------|
| <b>AMOUNT OF EXPENDITURE</b>   | \$ N/A |
| <b>AMOUNT BUDGETED</b>         | \$ N/A |
| <b>APPROPRIATION REQUESTED</b> | \$ 0   |

### SUMMARY

#### SUMMARY STATEMENT

Staff seeks approval to select Forma Construction, Inc, as one of the Contractors for the Job Order Contracting Procurement Method. The City, with the assistance of the Gordian Group, solicited bids for adjustment factors on pre-priced & non-prepriced work identified in the Construction Task Catalog. A total of four bids were received and the City proposes to move forward with selecting the three lowest, responsible, responsive bidders to execute contracts with.

#### BACKGROUND

The City entered an agreement not to exceed \$200,000 with Gordian Group, Inc in September 2022 as part of AB22-139, which approved the use of Gordian for the JOC contracting needs. As part of the contract, Gordian Group is responsible for creating a request for price proposals, finding a contractor, creating a detailed scope of work, and final price proposal, in return Gordian Group receives up to 5% of the value of the work. If project management services are rendered, up to 10.95% of the contract value can be collected.

### **Analysis**

Job Order Contracting (JOC) is an Alternative Public Works Contracting Procedure as laid out in Chapter 39.10 of the RCW. The primary objectives of the JOC program are to rapidly engage contractors in the performance of small to medium sized public work projects; to reduce administrative, construction, design, and planning costs; and to develop relationships with contractors to respond to community needs more quickly and efficiently. The JOC provides an effective means of reducing the lead-time and cost for public works projects by eliminating time-consuming, costly aspects of the traditional public works process. According to Mortensen, costs rose 4.9% in the last year, by moving quickly, staff will be able to preserve the buying power of approved funds. The existing spending approval authority is still required for all projects.

### **BUDGET IMPACTS**

No budgetary impacts anticipated.

## **RECOMMENDED ACTION**

Motion to select Forma Construction, Inc as one of the on-call Contractors for the Job order Contracting Procurement Method.



**Section 00 05 00**  
**AGREEMENT**  
**JOB ORDER CONTRACT**

THIS AGREEMENT is made on this \_\_\_\_\_, 2023 between the City of Snoqualmie ("City"), a municipal corporation located in the State of Washington and Forma Construction Inc., ("Job Order Contractor" or "Contractor").

In consideration of the terms and conditions contained in this Contract and the requirements attached to it, the parties agree as follows:

1. The City retains the Contractor to provide construction work and services as described in individual Job Orders that shall be issued for each Project. Any inconsistency between this Agreement and the Job Order(s) shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement. Work shall commence when the City issues a notice to proceed.
2. The Minimum Contract Value of Job Orders that the Contractor is guaranteed the opportunity to perform during the Base Term of this Agreement is \$25,000. The City is not obligated to provide the Contractor the opportunity to perform Job Orders in excess of the Minimum Contract Value.
3. The maximum dollar amount for any Job Order is \$500,000, excluding Washington state sales and use tax. At least 90 percent of work contained in a job order contract must be subcontracted to entities other than the job order contractor.
4. Upon the issuance of a Job Order, the Contractor shall do all of the work and furnish all of the labor, materials, tools and equipment for the construction of the improvements and shall perform any changes in the work (the "Work"), all in full compliance with the Contract Documents entitled Job Order Contract, which include this Agreement (Section 00 05 00), Contractor's response to Bidder's Questionnaire (Section 00 03 05), executed Performance and Payment Bond (Section 00 04 20), executed Retainage Forms (Section 00 05 10); General Terms and Conditions (00 07 00), those portions of the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge and Municipal Construction, 2021 edition specifically incorporated by reference and/or modified herein, Technical Provisions, Appendices \_\_\_\_\_, Addenda \_\_\_\_\_, any project drawings or plans, and the Construction Task Catalog.
5. The City hereby promises and agrees with the Contractor to employ, and does employ the Contractor to furnish the labor, materials, tools and equipment, and to do and cause to be done the Work as described in individual Task Orders, and to complete and finish the same in accordance with the Contract Documents and the terms and conditions herein contained, and hereby contracts to pay for the same, according to the said documents and the terms and conditions herein contained, and hereby contracts to pay for the same, according to the said documents.
6. Upon the issuance of a Job Order, the Contractor hereby promises and agrees to diligently prosecute and obtain Substantial Completion of the Work within time set forth in the Job Order (the "Contract Time"), and to obtain Physical Completion and Final Acceptance of the Work within the time and as specified in the Contract Documents. The Contractor shall complete all work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog and the following Adjustment Factors:

**A. Normal Working Hours Adjustment Factor: 1.35**

Work performed between the hours of 7:00 am and 4:00 pm, Monday through Friday, except for City Holidays.

**B. Other Than Normal Working Hours Adjustment Factor: 1.35**

Work performed between the hours of 4:01 pm and 6:59 am, Monday through Friday, and all-day Saturday, Sunday and City Holidays

**C. Non-Prepriced Adjustment Factor: 1.15.**

7. Payment. For all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less, the City shall make one payment. For all other Job Orders, the City shall make payments in accordance with the Contract Documents.
8. Liquidated Damages. The Contractor agrees that Liquidated Damages shall be assessed in the amount indicated in the table below for any failure to complete the Work within the Job Order Completion Time, for any failure to meet a Job Order Milestone, and for any failure to achieve Physical Completion and Final Acceptance within the time and as required in the Job Order.

| Value of Job Order   | Liquidated Damages |
|----------------------|--------------------|
| \$0 to \$10,000      | \$100/Day          |
| \$10,001 to \$50,000 | \$250/Day          |
| Over \$50,000        | \$500/Day          |

9. Term. The Base Term of this Agreement is 2 years. Upon agreement of the City and the Contractor, the Agreement may be extended for an additional year ("Option Term").
10. The Contractor for himself, and for his agents, successors, assigns, subcontractors and/or employees, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
11. The City hereby appoints and the Contractor hereby accepts the Parks & Public Works Director, as the City's representative for the purpose of administering the provisions of this Contract, including the City's right to receive and act on all reports and documents related to this Contract, to request and receive additional information from the Contractor.
12. This Contract contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Contract.
13. The Contractor agrees to comply with all applicable Federal, State, City or municipal standards for the licensing, certification, operation of facilities and programs, and accreditation and licensing of individuals.
14. The Contractor shall not assign or subcontract any portion of the work provided for under the terms of this Contract without obtaining prior written approval of the City. All terms and conditions of this Contract shall apply to any approved subcontract or assignment related to this Contract.
15. The parties intend that an independent Contractor-City relationship will be created by this Contract. The City is interested only in the results to be achieved, and the implementation of

the work will lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City for any purpose. Employees of the Contractor are not entitled to any of the benefits the City provides for City employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. In the performance of the work herein contemplated, the Contractor is an independent Contractor with regard to the performance of the details of the work; however, the components of and the results of the work contemplated herein must meet the approval of the City and shall be subject to the general rights of inspection and review to secure the satisfactory completion thereof.

16. The Contractor agrees and covenants to indemnify, defend, and save harmless, the City and those persons who were, now are, or shall be duly elected or appointed officials or employees thereof, hereinafter referred to as the "City" against and from any loss, damage, costs, charge, expense, liability, claims, demands or judgments, of whatsoever kind or nature, whether to persons or to property, arising wholly or partially out of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees, except only such injury or damage as shall have been caused by or resulted from the sole negligence of the City. In case any suit or cause of action shall be brought against the City on account of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees the Contractor hereby agrees and covenants to assume the defense thereof and to pay any and all costs, charges, attorney's fees and other expenses and any and all judgments that may be incurred or obtained against the City. In the event the City is required to institute legal action and/or participate in the legal action to enforce this Indemnification and Hold Harmless Clause, the Contractor agrees to pay the City's legal fees, costs and disbursements incurred in establishing the right to indemnification. If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraphs of this specification is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the indemnitor or the indemnitor's agents for employees the indemnity provisions provided for in the preceding paragraphs of this specification shall be valid and enforceable only to the extent of the indemnitor's negligence. The Contractor expressly waives, as respects the City only, all immunity and limitation on liability under any Industrial Insurance Act, including Title 51 RCW, or other workers compensation act, disability act, or other employees benefits of any act of any jurisdiction which would otherwise be applicable in the case of such a claim. BY INITIALING BELOW THE OWNER AND CONTRACTOR CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.
17. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit and equity or judicial proceedings for the enforcement of this contract or any provisions thereof, shall be instituted and maintained in the courts of competent jurisdiction located in King County, Washington.
18. The failure of the City to insist upon strict performance of any of the covenants and agreements of this Contract or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such obligation, or any other covenants or agreements, but the same shall be and remain in full force and effect.
19. It is understood and agreed by the parties hereto that if any part of this agreement is determined to be illegal, the validity of the remaining portions shall be construed as if the agreement did not contain the particular illegal part.

20. No change or addition to this Contract shall be valid or binding upon either party unless such change or addition shall be in writing, executed by both parties.
21. The Contractor shall fully comply with all applicable state and federal employment and discrimination laws and regulations. IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor has caused this instrument to be executed by and in the name of the said City, the day and year first above written.
22. Pursuant to RCW 39.10.450, the City may not issue a Job Order to a contractor until the City has approved a plan prepared by the contractor that equitably spreads certified women and minority business enterprise subcontracting opportunities among the various subcontract disciplines to the extent permitted by RCW 49.60.400.

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

CITY OF SNOQUALMIE ("CITY")

FORMA CONSTRUCTION INC.  
[CONTRACTOR]

By \_\_\_\_\_

By \_\_\_\_\_

Typed Name: Katherine Ross \_\_\_\_\_

Typed Name \_\_\_\_\_

Its: Mayor \_\_\_\_\_

Its \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WA Contractor's License No. \_\_\_\_\_





# BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

**AB22-139**  
**July 25, 2022**

Choose an item.

Item 3.

## AGENDA BILL INFORMATION

|                         |  |   |
|-------------------------|--|---|
| <b>TITLE:</b>           | AB22-139: Job Order Contracting Consulting Services Contract with the Gordian Group.   | <input type="checkbox"/> Discussion Only  |
| <b>PROPOSED ACTION:</b> | Move to approve the contract with The Gordian Group, Inc. for Job Order Contracting Consulting Services and authorize the Mayor to sign. | <input checked="" type="checkbox"/> Action Needed:<br><input checked="" type="checkbox"/> Motion<br><input type="checkbox"/> Ordinance<br><input type="checkbox"/> Resolution |

|                |                          |                |           |
|----------------|--------------------------|----------------|-----------|
| <b>REVIEW:</b> | Department Director/Peer | Mike Chambless | 9/15/2022 |
|                | Finance                  | Drew Bouta     | 9/16/2022 |
|                | Legal                    | Anna Astrakhan | 9/16/2022 |
|                | City Administrator       | Mike Sauerwein | 9/16/2022 |

|                    |   |   |              |
|--------------------|---|---|--------------|
| <b>DEPARTMENT:</b> | Parks & Public Works  |   |              |
| <b>STAFF:</b>      | Mike Chambless  |   |              |
| <b>COMMITTEE:</b>  | Parks & Public Works  | <b>COMMITTEE DATE:</b> September 20, 2022 |              |
| <b>MEMBERS:</b>    | Bryan Holloway  | Jo Johnson                                | Ethan Benson |
| <b>EXHIBITS:</b>   | 1. Agreement for Consultant Services with The Gordian Group, Inc.<br>2. City of Shoreline Request for Proposals RFP 9596<br>3. The Gordian Group Inc. Response to RFP<br>4. City of Shoreline Notice of Intent to Award<br>5. City of Shoreline Professional Services and License Agreement |   |              |

|                                |            |
|--------------------------------|------------|
| <b>AMOUNT OF EXPENDITURE</b>   | \$ 200,000 |
| <b>AMOUNT BUDGETED</b>         | \$ 200,000 |
| <b>APPROPRIATION REQUESTED</b> | \$ n/a     |

## SUMMARY

### SUMMARY STATEMENT

The Gordian Group, Inc. will develop, implement and support a JOC program for the City as provided for in Chapter 39.10 RCW Alternative Public Works Contracting Procedures. The primary objectives of the JOC program are to rapidly engage contractors in the performance of small to medium sized public work projects; to reduce construction, design, and planning costs; and to develop relationships with contractors to respond to community needs more quickly and efficiently.

### BACKGROUND

During the 2019 Legislative Session, Revised Code of Washington (RCW) sections 39.10.420 through 39.10.460 were amended to allow all public agencies to use Job Order Contracting (JOC) for public works projects when a determination is made that the use of job order contracts will benefit the public.

Under RCW 39.10.430, job order contracts must be awarded through a competitive process using requests for proposals. RCW 39.34.030 authorizes local government agencies to use another public agency's active contract for purchases of products and services in order to save time and obtain better prices and terms than they might be able to on their own – a process known as “piggybacking.” Here, the City will piggyback on the contract awarded by the City of Shoreline after a JOC selection process. The consultant chosen through the selection process - The Gordian Group, Inc. - has successfully supported and implemented JOC programs for agencies including the City of Bellevue, Snohomish County, Port of Everett, City of Kirkland, City of Everett, and the Seattle Housing Authority.

The JOC program is anticipated to be utilized for many time-sensitive projects, including minor construction, street operations and maintenance, wastewater operations, parks, and other public works programs/projects.

## **ANALYSIS**

The JOC provides an effective means of reducing the total lead-time and cost for public works projects by eliminating time-consuming, costly aspects of the traditional public works process.

## **BUDGET IMPACTS**

The Administration recommends approving a contract with the Gordian Group, Inc. in an amount not to exceed \$200,000 for Job Order Contracting (JOC) consulting services. The City of Snoqualmie may pay the Gordian Group, Inc. up to a total of 5.00% of the value of work ordered and 10.95% if project management services are included. This means that the City can order up to \$4,000,000 in work or \$1,826,484 if project management services are involved. One intent of Job Order Contracting (JOC) is to reduce construction, design, and planning costs in an amount equal to the fee imposed. Therefore, sufficient appropriation exists within the 2021-2022 Biennial Budget and in the proposed 2023-2024 Biennial Budget to fund the contract.

## **PROPOSED ACTION**

Move to approve the Job Order Contracting Consulting Services contract with the Gordian Group, Inc. and authorize the Mayor to sign.



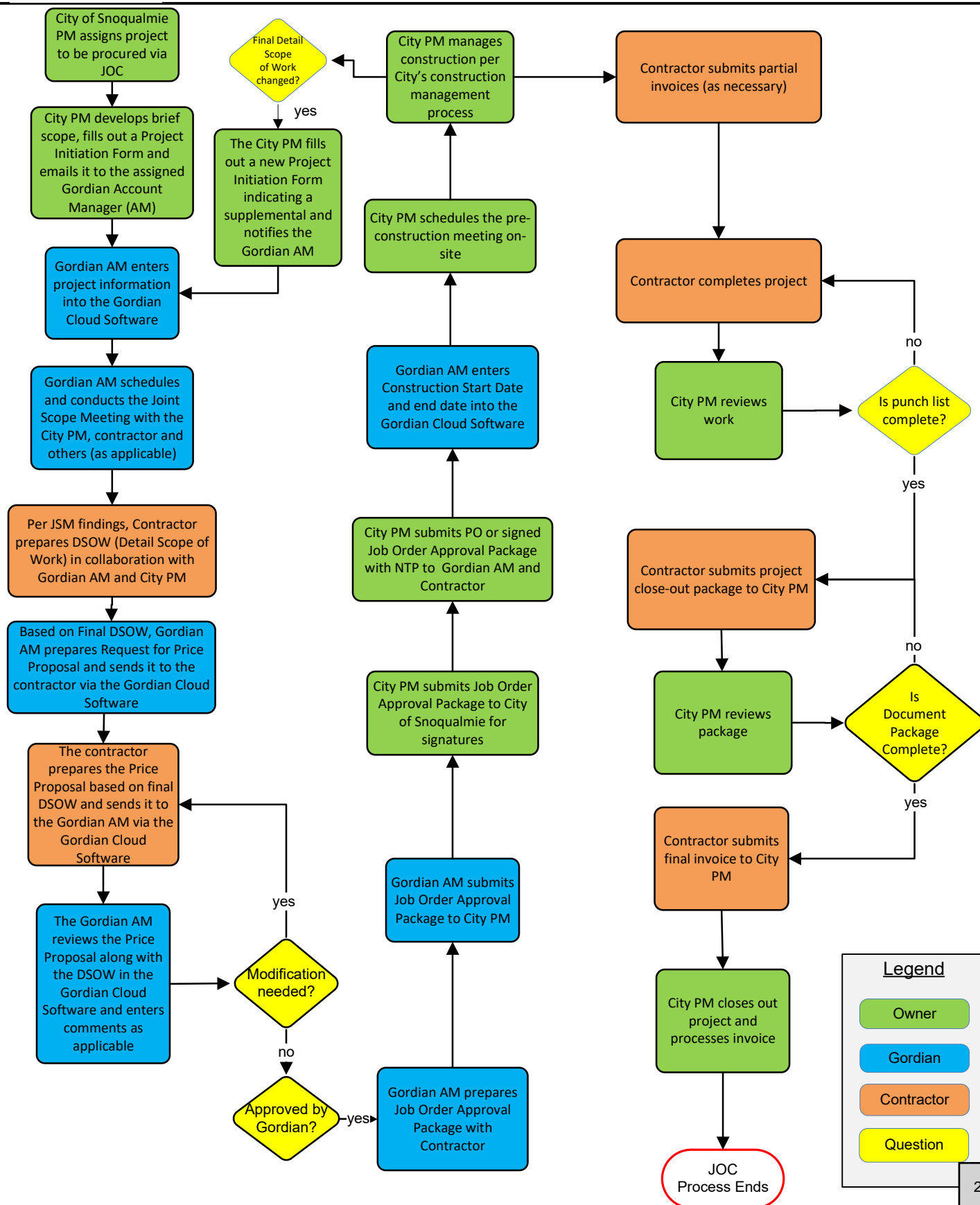
# Job Order Contracting

## Execution Procedures

JOC Complete Solution

February 2023

**GORDIAN®**  
Building knowledge





|                               |
|-------------------------------|
| Job Order Contracting Bid Tab |
|-------------------------------|

|   | <u>Contractor</u>      | <u>Normal Working Hours AF</u> | <u>Other than<br/>Normal Hrs</u> | <u>Non-Prepriced Work</u> | <u>Sum</u> |
|---|------------------------|--------------------------------|----------------------------------|---------------------------|------------|
| 1 | Fury Site Works        | 1.3565                         | 1.8313                           | 1.2121 \$                 | 1.48       |
| 2 | Saybr                  | 1.33                           | 1.345                            | 1.33 \$                   | 1.33       |
| 3 | Forma Construction     | 1.35                           | 1.35                             | 1.15 \$                   | 1.33       |
| 4 | CDK Construction Svcs. | 1.399                          | 1.622                            | 1.331 \$                  | 1.46       |



## BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

**AB23-055**  
**April 24, 2023**  
**Consent Agenda**

### AGENDA BILL INFORMATION

|                            |   |   |
|----------------------------|---|---|
| <b>TITLE:</b>              | AB23-055: Motion to select Saybr Contractors as one of the on-call Contractors for the Job order Contracting Procurement Method | <input type="checkbox"/> Discussion Only<br><input checked="" type="checkbox"/> Action Needed:                          |
| <b>RECOMMENDED ACTION:</b> | Motion to select Saybr Contractors as one of the on-call Contractors for the Job order Contracting Procurement Method           | <input checked="" type="checkbox"/> Motion<br><input type="checkbox"/> Ordinance<br><input type="checkbox"/> Resolution |

|                         |   |   |              |
|-------------------------|---|---|--------------|
| <b>DEPARTMENT:</b>      | Parks & Public Works  |   |              |
| <b>STAFF:</b>           | Patrick Fry, Project Engineer   |   |              |
| <b>COMMITTEE:</b>       | Parks & Public Works  | Committee Date: April 18 <sup>th</sup> , 2023 |              |
| <b>COUNCIL LIAISON:</b> | Bryan Holloway  | Jo Johnson                                    | Ethan Benson |
| <b>EXHIBITS:</b>        | 1. AB23-055x1 (Contract)<br>2. AB23-055x2 (AB22-139)<br>3. AB23-055x3 (JOC Execution Procedures)<br>4. AB23-055x4 (Bid Results) |   |              |

|                                |        |
|--------------------------------|--------|
| <b>AMOUNT OF EXPENDITURE</b>   | \$ N/A |
| <b>AMOUNT BUDGETED</b>         | \$ N/A |
| <b>APPROPRIATION REQUESTED</b> | \$ 0   |

### SUMMARY

#### SUMMARY STATEMENT

Staff seeks approval to select Saybr Contractors, Inc., as one of the Contractors for the Job Order Contracting Procurement Method. The City, with the assistance of the Gordian Group, solicited bids for adjustment factors on pre-priced & non-prepriced work identified in the Construction Task Catalog. A total of four bids were received and the City proposes to move forward with selecting the three lowest, responsible, responsive bidders to execute contracts with.

#### BACKGROUND

The City entered an agreement not to exceed \$200,000 with Gordian Group, Inc in September 2022 as part of AB22-139, which approved the use of Gordian for the JOC contracting needs. As part of the contract, Gordian Group is responsible for creating a request for price proposals, finding a contractor, creating a detailed scope of work, and final price proposal, in return Gordian Group receives up to 5% of the value of the work. If project management services are rendered, up to 10.95% of the contract value can be collected.

### **Analysis**

Job Order Contracting (JOC) is an Alternative Public Works Contracting Procedure as laid out in Chapter 39.10 of the RCW. The primary objectives of the JOC program are to rapidly engage contractors in the performance of small to medium sized public work projects; to reduce administrative, construction, design, and planning costs; and to develop relationships with contractors to respond to community needs more quickly and efficiently. The JOC provides an effective means of reducing the lead-time and cost for public works projects by eliminating time-consuming, costly aspects of the traditional public works process. According to Mortensen, costs rose 4.9% in the last year, by moving quickly, staff will be able to preserve the buying power of approved funds. The existing spending approval authority is still required for all projects.

### **BUDGET IMPACTS**

No budgetary impacts anticipated.

## **RECOMMENDED ACTION**

Motion to select Saybr Contractors, Inc. as one of the on-call Contractors for the Job order Contracting Procurement Method.

**Section 00 05 00**  
**AGREEMENT**  
**JOB ORDER CONTRACT**

THIS AGREEMENT is made on this \_\_\_\_\_, 2023 between the City of Snoqualmie ("City"), a municipal corporation located in the State of Washington and Saybr Contractors, Inc., ("Job Order Contractor" or "Contractor").

In consideration of the terms and conditions contained in this Contract and the requirements attached to it, the parties agree as follows:

1. The City retains the Contractor to provide construction work and services as described in individual Job Orders that shall be issued for each Project. Any inconsistency between this Agreement and the Job Order(s) shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement. Work shall commence when the City issues a notice to proceed.
2. The Minimum Contract Value of Job Orders that the Contractor is guaranteed the opportunity to perform during the Base Term of this Agreement is \$25,000. The City is not obligated to provide the Contractor the opportunity to perform Job Orders in excess of the Minimum Contract Value.
3. The maximum dollar amount for any Job Order is \$500,000, excluding Washington state sales and use tax. At least 90 percent of work contained in a job order contract must be subcontracted to entities other than the job order contractor.
4. Upon the issuance of a Job Order, the Contractor shall do all of the work and furnish all of the labor, materials, tools and equipment for the construction of the improvements and shall perform any changes in the work (the "Work"), all in full compliance with the Contract Documents entitled Job Order Contract, which include this Agreement (Section 00 05 00), Contractor's response to Bidder's Questionnaire (Section 00 03 05), executed Performance and Payment Bond (Section 00 04 20), executed Retainage Forms (Section 00 05 10); General Terms and Conditions (00 07 00), those portions of the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge and Municipal Construction, 2021 edition specifically incorporated by reference and/or modified herein, Technical Provisions, Appendices \_\_\_\_\_, Addenda \_\_\_\_\_, any project drawings or plans, and the Construction Task Catalog.
5. The City hereby promises and agrees with the Contractor to employ, and does employ the Contractor to furnish the labor, materials, tools and equipment, and to do and cause to be done the Work as described in individual Task Orders, and to complete and finish the same in accordance with the Contract Documents and the terms and conditions herein contained, and hereby contracts to pay for the same, according to the said documents and the terms and conditions herein contained, and hereby contracts to pay for the same, according to the said documents.
6. Upon the issuance of a Job Order, the Contractor hereby promises and agrees to diligently prosecute and obtain Substantial Completion of the Work within time set forth in the Job Order (the "Contract Time"), and to obtain Physical Completion and Final Acceptance of the Work within the time and as specified in the Contract Documents. The Contractor shall complete all work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog and the following Adjustment Factors:

**A. Normal Working Hours Adjustment Factor: 1.33**

Work performed between the hours of 7:00 am and 4:00 pm, Monday through Friday, except for City Holidays.

**B. Other Than Normal Working Hours Adjustment Factor: 1.345**

Work performed between the hours of 4:01 pm and 6:59 am, Monday through Friday, and all-day Saturday, Sunday and City Holidays

**C. Non-Prepriced Adjustment Factor: 1.33.**

7. Payment. For all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less, the City shall make one payment. For all other Job Orders, the City shall make payments in accordance with the Contract Documents.
8. Liquidated Damages. The Contractor agrees that Liquidated Damages shall be assessed in the amount indicated in the table below for any failure to complete the Work within the Job Order Completion Time, for any failure to meet a Job Order Milestone, and for any failure to achieve Physical Completion and Final Acceptance within the time and as required in the Job Order.

| Value of Job Order   | Liquidated Damages |
|----------------------|--------------------|
| \$0 to \$10,000      | \$100/Day          |
| \$10,001 to \$50,000 | \$250/Day          |
| Over \$50,000        | \$500/Day          |

9. Term. The Base Term of this Agreement is 2 years. Upon agreement of the City and the Contractor, the Agreement may be extended for an additional year ("Option Term").
10. The Contractor for himself, and for his agents, successors, assigns, subcontractors and/or employees, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
11. The City hereby appoints and the Contractor hereby accepts the Parks & Public Works Director, as the City's representative for the purpose of administering the provisions of this Contract, including the City's right to receive and act on all reports and documents related to this Contract, to request and receive additional information from the Contractor.
12. This Contract contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Contract.
13. The Contractor agrees to comply with all applicable Federal, State, City or municipal standards for the licensing, certification, operation of facilities and programs, and accreditation and licensing of individuals.
14. The Contractor shall not assign or subcontract any portion of the work provided for under the terms of this Contract without obtaining prior written approval of the City. All terms and conditions of this Contract shall apply to any approved subcontract or assignment related to this Contract.
15. The parties intend that an independent Contractor-City relationship will be created by this Contract. The City is interested only in the results to be achieved, and the implementation of

the work will lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City for any purpose. Employees of the Contractor are not entitled to any of the benefits the City provides for City employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. In the performance of the work herein contemplated, the Contractor is an independent Contractor with regard to the performance of the details of the work; however, the components of and the results of the work contemplated herein must meet the approval of the City and shall be subject to the general rights of inspection and review to secure the satisfactory completion thereof.

16. The Contractor agrees and covenants to indemnify, defend, and save harmless, the City and those persons who were, now are, or shall be duly elected or appointed officials or employees thereof, hereinafter referred to as the "City" against and from any loss, damage, costs, charge, expense, liability, claims, demands or judgments, of whatsoever kind or nature, whether to persons or to property, arising wholly or partially out of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees, except only such injury or damage as shall have been caused by or resulted from the sole negligence of the City. In case any suit or cause of action shall be brought against the City on account of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees the Contractor hereby agrees and covenants to assume the defense thereof and to pay any and all costs, charges, attorney's fees and other expenses and any and all judgments that may be incurred or obtained against the City. In the event the City is required to institute legal action and/or participate in the legal action to enforce this Indemnification and Hold Harmless Clause, the Contractor agrees to pay the City's legal fees, costs and disbursements incurred in establishing the right to indemnification. If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraphs of this specification is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the indemnitor or the indemnitor's agents for employees the indemnity provisions provided for in the preceding paragraphs of this specification shall be valid and enforceable only to the extent of the indemnitor's negligence. The Contractor expressly waives, as respects the City only, all immunity and limitation on liability under any Industrial Insurance Act, including Title 51 RCW, or other workers compensation act, disability act, or other employees benefits of any act of any jurisdiction which would otherwise be applicable in the case of such a claim. BY INITIALING BELOW THE OWNER AND CONTRACTOR CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.
17. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit and equity or judicial proceedings for the enforcement of this contract or any provisions thereof, shall be instituted and maintained in the courts of competent jurisdiction located in King County, Washington.
18. The failure of the City to insist upon strict performance of any of the covenants and agreements of this Contract or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such obligation, or any other covenants or agreements, but the same shall be and remain in full force and effect.
19. It is understood and agreed by the parties hereto that if any part of this agreement is determined to be illegal, the validity of the remaining portions shall be construed as if the agreement did not contain the particular illegal part.

20. No change or addition to this Contract shall be valid or binding upon either party unless such change or addition shall be in writing, executed by both parties.
21. The Contractor shall fully comply with all applicable state and federal employment and discrimination laws and regulations. IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor has caused this instrument to be executed by and in the name of the said City, the day and year first above written.
22. Pursuant to RCW 39.10.450, the City may not issue a Job Order to a contractor until the City has approved a plan prepared by the contractor that equitably spreads certified women and minority business enterprise subcontracting opportunities among the various subcontract disciplines to the extent permitted by RCW 49.60.400.

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

CITY OF SNOQUALMIE ("CITY")

SAYBR CONTRACTORS, INC.  
[CONTRACTOR]

By \_\_\_\_\_

By \_\_\_\_\_

Typed Name: Katherine Ross \_\_\_\_\_

Typed Name \_\_\_\_\_

Its: Mayor \_\_\_\_\_

Its \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WA Contractor's License No. \_\_\_\_\_







# BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB22-139  
July 25, 2022

Choose an item.

Item 4.

## AGENDA BILL INFORMATION

|                         |  |   |
|-------------------------|--|---|
| <b>TITLE:</b>           | AB22-139: Job Order Contracting Consulting Services Contract with the Gordian Group.   | <input type="checkbox"/> Discussion Only  |
| <b>PROPOSED ACTION:</b> | Move to approve the contract with The Gordian Group, Inc. for Job Order Contracting Consulting Services and authorize the Mayor to sign. | <input checked="" type="checkbox"/> Action Needed:<br><input checked="" type="checkbox"/> Motion<br><input type="checkbox"/> Ordinance<br><input type="checkbox"/> Resolution |

|                |                          |                |           |
|----------------|--------------------------|----------------|-----------|
| <b>REVIEW:</b> | Department Director/Peer | Mike Chambless | 9/15/2022 |
|                | Finance                  | Drew Bouta     | 9/16/2022 |
|                | Legal                    | Anna Astrakhan | 9/16/2022 |
|                | City Administrator       | Mike Sauerwein | 9/16/2022 |

|                    |   |   |              |
|--------------------|---|---|--------------|
| <b>DEPARTMENT:</b> | Parks & Public Works  |   |              |
| <b>STAFF:</b>      | Mike Chambless  |   |              |
| <b>COMMITTEE:</b>  | Parks & Public Works  | <b>COMMITTEE DATE:</b> September 20, 2022 |              |
| <b>MEMBERS:</b>    | Bryan Holloway  | Jo Johnson                                | Ethan Benson |
| <b>EXHIBITS:</b>   | 1. Agreement for Consultant Services with The Gordian Group, Inc.<br>2. City of Shoreline Request for Proposals RFP 9596<br>3. The Gordian Group Inc. Response to RFP<br>4. City of Shoreline Notice of Intent to Award<br>5. City of Shoreline Professional Services and License Agreement |   |              |

|                                |            |
|--------------------------------|------------|
| <b>AMOUNT OF EXPENDITURE</b>   | \$ 200,000 |
| <b>AMOUNT BUDGETED</b>         | \$ 200,000 |
| <b>APPROPRIATION REQUESTED</b> | \$ n/a     |

## SUMMARY

### SUMMARY STATEMENT

The Gordian Group, Inc. will develop, implement and support a JOC program for the City as provided for in Chapter 39.10 RCW Alternative Public Works Contracting Procedures. The primary objectives of the JOC program are to rapidly engage contractors in the performance of small to medium sized public work projects; to reduce construction, design, and planning costs; and to develop relationships with contractors to respond to community needs more quickly and efficiently.

### BACKGROUND

During the 2019 Legislative Session, Revised Code of Washington (RCW) sections 39.10.420 through 39.10.460 were amended to allow all public agencies to use Job Order Contracting (JOC) for public works projects when a determination is made that the use of job order contracts will benefit the public.

Under RCW 39.10.430, job order contracts must be awarded through a competitive process using requests for proposals. RCW 39.34.030 authorizes local government agencies to use another public agency's active contract for purchases of products and services in order to save time and obtain better prices and terms than they might be able to on their own – a process known as “piggybacking.” Here, the City will piggyback on the contract awarded by the City of Shoreline after a JOC selection process. The consultant chosen through the selection process - The Gordian Group, Inc. - has successfully supported and implemented JOC programs for agencies including the City of Bellevue, Snohomish County, Port of Everett, City of Kirkland, City of Everett, and the Seattle Housing Authority.

The JOC program is anticipated to be utilized for many time-sensitive projects, including minor construction, street operations and maintenance, wastewater operations, parks, and other public works programs/projects.

## **ANALYSIS**

The JOC provides an effective means of reducing the total lead-time and cost for public works projects by eliminating time-consuming, costly aspects of the traditional public works process.

## **BUDGET IMPACTS**

The Administration recommends approving a contract with the Gordian Group, Inc. in an amount not to exceed \$200,000 for Job Order Contracting (JOC) consulting services. The City of Snoqualmie may pay the Gordian Group, Inc. up to a total of 5.00% of the value of work ordered and 10.95% if project management services are included. This means that the City can order up to \$4,000,000 in work or \$1,826,484 if project management services are involved. One intent of Job Order Contracting (JOC) is to reduce construction, design, and planning costs in an amount equal to the fee imposed. Therefore, sufficient appropriation exists within the 2021-2022 Biennial Budget and in the proposed 2023-2024 Biennial Budget to fund the contract.

## **PROPOSED ACTION**

Move to approve the Job Order Contracting Consulting Services contract with the Gordian Group, Inc. and authorize the Mayor to sign.



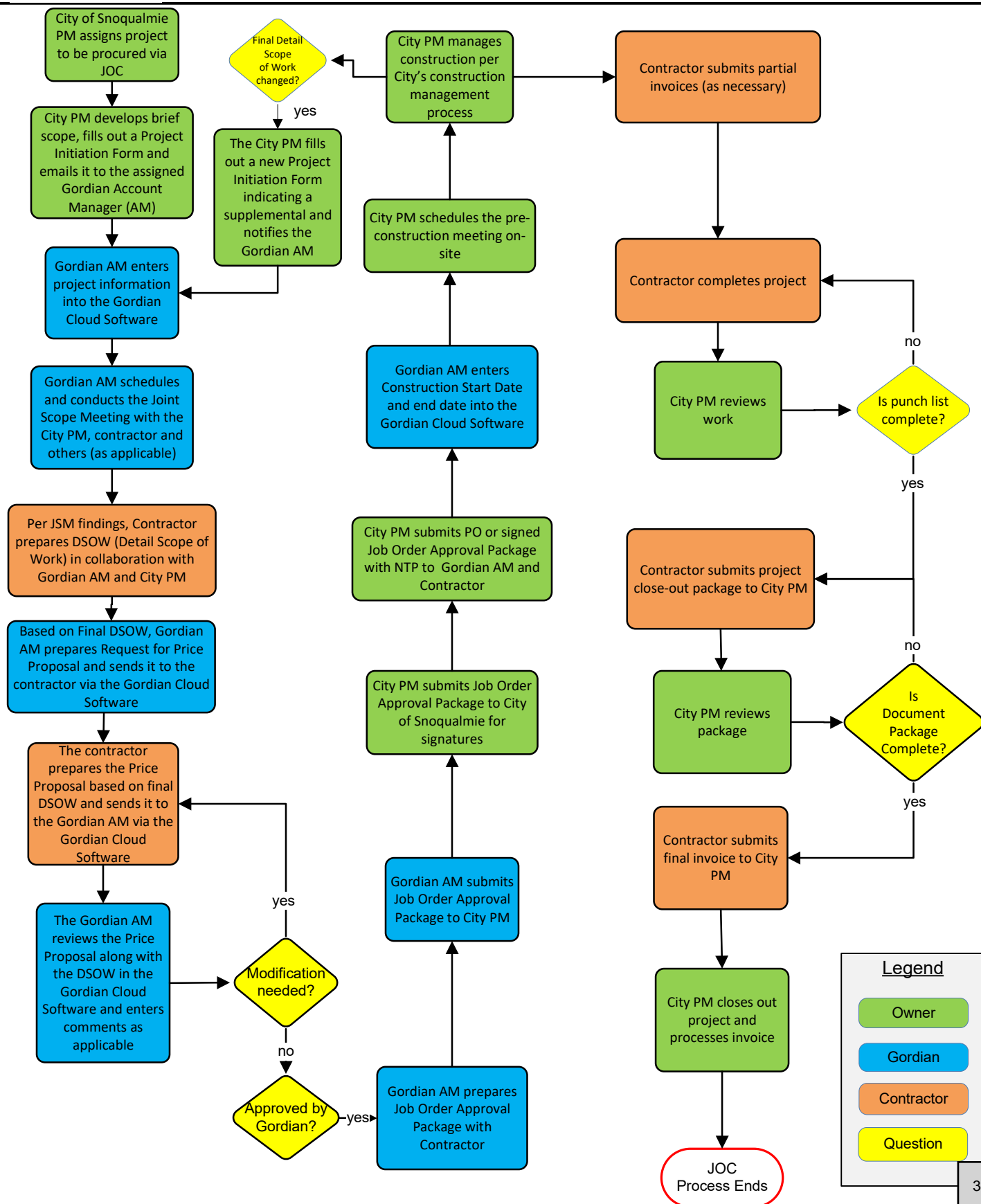
# Job Order Contracting

## Execution Procedures

JOC Complete Solution

February 2023

**GORDIAN®**  
Building knowledge



|                                      |
|--------------------------------------|
| <b>Job Order Contracting Bid Tab</b> |
|--------------------------------------|

|   | <u>Contractor</u>      | <u>Normal Working Hours AF</u> | <u>Other than<br/>Normal Hrs</u> | <u>Non-Prepriced Work</u> | <u>Sum</u> |
|---|------------------------|--------------------------------|----------------------------------|---------------------------|------------|
| 1 | Fury Site Works        | 1.3565                         | 1.8313                           | 1.2121 \$                 | 1.48       |
| 2 | Saybr                  | 1.33                           | 1.345                            | 1.33 \$                   | 1.33       |
| 3 | Forma Construction     | 1.35                           | 1.35                             | 1.15 \$                   | 1.33       |
| 4 | CDK Construction Svcs. | 1.399                          | 1.622                            | 1.331 \$                  | 1.46       |