

**CITY OF OLYMPIA, WASHINGTON
AGREEMENT FOR JOB ORDER CONTRACTING
GENERAL CONSTRUCTION SERVICES**

THIS AGREEMENT ("Agreement") is entered into by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (hereinafter, the "City"), and **FORMA CONSTRUCTION COMPANY**, a Washington State corporation (hereinafter, the "Contractor"). The City and the Contractor may be referred to collectively as the "Parties."

ARTICLE 1 - SCOPE OF WORK

The Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described in the Contract Documents.

The Work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non-Prepriced Tasks.

ARTICLE 2 - CONTRACT TIME

- 2.1 The Base Term of the Contract is two (2) years.
- 2.2 There is one (1) Option Term available. The Option Term may be exercised only by mutual agreement of the Parties. The duration of the Option Term, if exercised, is one year.
- 2.3 The Contractor may withdraw from the Contract on the first anniversary of the Contract upon 90 days prior written notice to the City. Exercising this option to withdraw shall not relieve either party from its obligations with respect to Job Orders issued prior to the effective date of such withdrawal.
- 2.4 All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.
- 2.5 The Contractor shall commence work upon issuance of a Job Order and shall complete the Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.
- 2.6 The City and the Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the Detailed Scope of Work is not completed within the Job Order Completion Times specified in the Job Order, plus any extensions thereof allowed in accordance with the Contract Documents. They also

recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City as outlined below.

At the sole discretion of the City, liquidated damages will be assessed, if at all, on a Job Order- by-Job-Order basis. For each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Completion Time, the amount per calendar day specified in following table, Schedule of Liquidated Damages, will be deducted from any money due the Contractor, not as a penalty but as liquidated damages; provided however that due account shall be taken of any adjustment of the Job Order Completion Time as provided for elsewhere in this Contract.

| Value of Job Order | Liquidated Damages |
|----------------------------|--------------------|
| \$0 to \$10,000.00 | \$100/Day |
| \$10,000.01 to \$50,000.00 | \$250/Day |
| \$50,000.01 or Greater | \$500/Day |
| | |

- 2.7 In the event the Contractor exercises its right to withdraw pursuant to Section 2.3, the Contractor shall continue to accept and diligently perform Job Orders issued prior to the effective date of withdrawal until final completion, including warranty obligations. The Contractor shall cooperate in good faith with the City to ensure continuity of services and orderly transition, including reasonable assistance in the transfer of records, documentation, and project status information. No withdrawal shall impair the City's right to enforce performance, payment, retainage, warranty, or indemnity obligations arising from Job Orders issued prior to the effective date of withdrawal.

ARTICLE 3 - CONTRACT PRICE

- 3.1 The Contract is an indefinite-quantity contract for general construction work and services. The following Contract values are provided:

- 3.1.1 *Minimum Contract Value:* The minimum dollar amount of Job Orders that the Contractor is guaranteed to receive the opportunity to perform in the Base Term is \$25,000. If, during the Base Term, the City, at no fault of Contractor, fails to issue Job Orders in a total amount that is equal to or greater than the Minimum Contract Value, the City shall pay Contractor an amount equal to the difference between the Minimum Contract Value and the actual total of the Job Orders issued in the Base Term multiplied by thirty percent 30%. The intent of this damage formula is to compensate Contractor for lost overhead and profit. This is Contractor's sole remedy.
- 3.1.2 *Estimated Contract Value:* The City estimates that the total dollar amount of Job Orders that could be issued to the Contractor in the Base Term is estimated at approximately \$2,000,000. This is an estimate only. The Contractor is not guaranteed to receive this volume of Job Orders. The City

has no obligation to issue Job Orders in excess of the Minimum Contract Value.

- 3.1.3 *Maximum Contract Value:* The City reserves the right to issue up to the maximum dollar amount specified in RCW 39.10.440, currently \$4,000,000 per year.
- 3.1.4 *Maximum Job Order Value:* The maximum dollar amount of any single Job Order is \$500,000 as specified in RCW 39.10.450.
- 3.2 The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of 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:
 - 3.2.1 *Normal Working Hours Adjustment Factor:* 7:00 am to 4:00 pm Monday to Friday, except for City holidays: **1.3600**
 - 3.2.2 *Other Than Normal Working Hours Adjustment Factor:* 4:00 pm to 7:00 am Monday to Friday, and all day Saturday, Sunday and City holidays: **1.3600**
 - 3.2.3 *Secured Facilities, Normal Working Hours Adjustment Factor:* 7:00 am to 4:00 pm Monday to Friday, except for City holidays: **1.3600**
 - 3.2.4 *Secured Facilities, Other Than Normal Working Hours Adjustment Factor:* 4:00 pm to 7:00 am Monday to Friday, and all day Saturday, Sunday and City holidays: **1.3600**
 - 3.2.5 *Non Pre-Priced Tasks:* **1.1200**
- 3.3 The Job Order Price shall be the value of the approved Job Order Price Proposal, which shall be calculated by summing the value of each Pre-priced Task (unit price x quantity x Adjustment factor) plus the value of each Non Pre-priced task.
- 3.4 This Contract is awarded pursuant to a competitive Request for Proposals and based on the Contractor's submitted Adjustment Factors, technical proposal, and evaluation in accordance with RCW 39.10.430–.460. The Adjustment Factors established at award are fixed for the duration of the Contract, including any Option Term, and shall be applied consistently to all Job Orders. No modification to Adjustment Factors or pricing methodology shall be permitted except by written amendment executed by the Parties in compliance with applicable law.

ARTICLE 4 - PAYMENT PROCEDURES

- 1.1 Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less, may be paid in one lump sum payment. For all other Job Orders, the City may make partial, monthly payments based on a percentage of the work completed.

- 4.2. Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the City concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.
- 4.3. Retainage of 5% shall be withheld until releasable under RCW 60.28. Each Job Order shall be treated as a separate contract for purposes of retainage.
- 4.4 This Contract is subject to prevailing wage. The Contractor shall file prevailing wage intents and affidavits with the Washington State Department of Labor & Industries for each Job Order.

ARTICLE 5 - SUBCONTRACTING REQUIREMENT

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

ARTICLE 6 - CONTRACT DOCUMENTS

The Contractor shall complete all Work in accordance with the Contract Documents. The Contract Documents, which comprise this entire Job Order Contract ("Contract"), consist of the following:

- 6.1 This Agreement;
- 6.2 JOC Supplemental Conditions;
- 6.3 Job Orders, including Supplemental Job Orders, and related documents, including but not limited to, the Detailed Scope of Work with Drawings and/or Specifications, Request for Proposal, Job Order Price Proposal, Notice to Proceed, submittals, record documents, and all required close-out documentation and warranties;
- 6.4 Construction Task Catalog®;
- 6.5 Technical Specifications;
- 6.6 WSDOT Standard Specifications, most recent edition, as modified;
- 6.7 City's General Provisions (Modifying WSDOT Standard Specifications, Division 1);
- 6.8 City's Special Provisions (Modifying WSDOT Standard Specifications, Divisions 2-9);
- 6.9 City's Development and Design Standards.
- 6.10 In the event of any conflict, ambiguity, or inconsistency among the Contract Documents, the order of precedence shall be as follows:

- (1) Job Orders, including Supplemental Job Orders;

- (2) This Agreement for Job Order Contracting – General Construction Services;
- (3) JOC Supplemental Conditions;
- (4) Construction Task Catalog®;
- (5) Technical Specifications;
- (6) City Development and Design Standards;
- (7) City General Special Provisions; and
- (8) WSDOT Standard Specifications, as modified.

The more specific provision shall govern over a more general provision.

There are no Contract Documents other than those listed above.

ARTICLE 7 - SUBMITTAL OF REQUESTED INFORMATION

Per RCW 39.10.460, the Contractor, at any time upon request by the City, shall submit the following information:

- 7.1 A list of Job Orders issued;
- 7.2 The value of each Job Order;
- 7.3 A list of the subcontractors hired under each Job Order;
- 7.4 A copy of the intent to pay prevailing wages and the affidavit of wages paid for each Job Order; and
- 7.5 Any other information requested including, but not limited to, cost of each subcontract value per Job Order.
- 7.6 At least quarterly, Contractor shall submit a report to the City detailing total value of work done under contract to date along with subcontract value and participation rates.

ARTICLE 8 - MISCELLANEOUS

- 8.1 **Licenses:** The Contractor must possess an Olympia business registration prior Contract award and continuing throughout the duration of the Contract. Additionally, by executing this Agreement, the Contractor certifies it has all other applicable state and local licenses and has not been debarred from public contracting by either Washington State or the United States Government.
- 8.2 **Taxes:** the Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. All taxes, including applicable State Sales Taxes, are deemed included in the Contractor's invoices.
- 8.3 **Payment and Performance Bond:** The Contractor shall furnish and maintain Payment and Performance Bonds in compliance with RCW 39.08.010. The penal sum of each bond shall be equal to the Maximum Contract Value authorized for the applicable contract term, inclusive of the Base Term and any exercised Option Term, and shall automatically increase if the Contract Maximum is increased by

amendment. Bonds shall remain in full force and effect for all Job Orders issued during the term of the Contract and until all obligations are satisfied.

- 8.4 **Insurance:** The insurance requirements for this Contract are contained in Article 4, Section M, Of the RFP General Conditions. Section 1.07.18 of the WSDOT Standard Specifications, modified as follows: Owners and Contractors Protective (OCP) insurance is not required.
- 8.5 **Indemnification:** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. In the event of liability caused by the concurrent negligence of the City and the Contractor, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under the Industrial Insurance Act, Title 51 RCW, solely for the purposes of effectuating the Contractor's indemnification obligation to the City. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Contract.
- 8.6 **Governing Law and Venue:** This Contract and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement without recourse to any principle of Conflicts of Laws. The Superior Court of Thurston County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Contract, except if jurisdiction lies solely in federal court, in which case the U.S. District Court for Western District of Washington shall be the exclusive venue.
- 8.7 **Compliance with all laws:** The Contractor shall comply with all applicable Federal, State and local non-discrimination laws and regulations, including but not limited to Job Order Contracting laws set forth in RCW 39.10.430-39.10.450. Any direct conflict between this RFP and the Job Order Contracting statutes shall be resolved in favor of the applicable Job Order Contracting statutes.
- 8.8 The insurance requirements set forth in the Request for Proposals, including the RFP General Conditions, are incorporated herein by reference as material terms of this Contract. The Contractor shall maintain all required insurance for the duration of the Contract and for all Job Orders issued thereunder. Failure to maintain required insurance constitutes a material breach of this Contract.

I certify that I am authorized to execute this contract on behalf of the Contractor.

EXECUTED, this 21 day of January, 2026 for the **CONTRACTOR** by:

Eric Lindstrom
Eric Lindstrom
Chief Operating Officer

EXECUTED, this _____ day of _____, 2026 for the **CITY OF OLYMPIA** by:

Steven J. Burney
City Manager

Approved as to Form:

[Signature]
Senior Deputy City Attorney

PUBLIC WORKS PERFORMANCE BOND (Form L)

To City of Olympia, WA

Bond No. _____

The City of Olympia, Washington, (City) has awarded to **FORMA CONSTRUCTION COMPANY** (Principal), a contract for the **Job Order Contracting for General Construction Services Program** (Contract) in Olympia, Washington, and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, providing coverage equal to the maximum allowable annual JOC value subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature Date

Surety Signature Date

Printed Name

Printed Name

Title

Title

Name, address, and telephone of local office/agent of Surety Company are:

Approved as to form:

City Attorney

Date

PUBLIC WORKS PAYMENT BOND (Form M)

To City of Olympia, WA

Bond No. _____

The City of Olympia, Washington, (City) has awarded to **FORMA CONSTRUCTION COMPANY** (Principal), a contract for the **Job Order Contracting for General Construction Services Program** (Contract) in Olympia, Washington, and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, providing coverage equal to the maximum allowable annual JOC value subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterpart and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature _____ Date _____

Surety Signature _____ Date _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Name, address, and telephone of local office/agent of Surety Company are:

Approved as to form:

City Attorney _____

Date _____

ATTACHMENT A

JOB ORDER CONTRACTING SUPPLEMENTAL CONDITIONS

1. DEFINITIONS

- 1.1. **Adjustment Factor** - A competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.
- 1.2. **Award Criteria Figure** - The amount determined in the Award Criteria Figure Calculation section of the Phase II Cost Proposal, which is used for the purposes of determining the lowest Bid.
- 1.3. **Base Term** - The initial period of the Contract and does not include any Option Terms.
- 1.4. **Construction Task Catalog®** - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
- 1.5. **Detailed Scope of Work** - A document setting forth the work the Contractor is obligated to complete for a particular Job Order.
- 1.6. **Estimated Contract Value** - An estimate of the value of Job Orders that could be issued to the Contractor in the Base Term of the Contract.
- 1.7. **Job Order** - A written order issued by the City, such as a purchase order, requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. A project may consist of one or more Job Orders.
- 1.8. **Job Order Completion Time** - The time within which the Contractor must complete the Detailed Scope of Work.
- 1.9. **Job Order Price** - The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.
- 1.10. **Job Order Price Proposal** - A price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
- 1.11. **Job Order Proposal** - A set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractors and Materialmen; (d) Construction schedule; and (e) other requested documents.
- 1.12. **Joint Scope Meeting** - A site meeting to discuss the work before the Detailed Scope of Work is finalized.
- 1.13. **Maximum Contract Value** – The maximum value of Job Orders that the Contractor may receive under this contract.
- 1.14. **Minimum Contract Value** - The minimum value of Job Orders that the Contractor is guaranteed to receive the opportunity to perform in the Base Term of the Contract.
- 1.15. **Non Pre-priced Task** - A task that is not set forth in the Construction Task Catalog®.
- 1.16. **Normal Working Hours (General Facilities)** - Includes the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for City holidays, in facilities deemed as General by the City.
- 1.17. **Normal Working Hours (Secured Facilities)** - Includes the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for City holidays, in facilities deemed as Secured by the City.
- 1.18. **Notice to Proceed** - A written notice issued by the City directing the Contractor to proceed with construction activities to complete the Job Order.
- 1.19. **Option Term** - An additional period of time beyond the Contract Term which extends the termination date of the Contract.

- 1.20. **Other than Normal Working Hours (General Facilities)** - Includes the hours of 4:00 p.m. to 7:00 a.m. Monday through Friday and all day Saturday, Sunday, and City Holidays in facilities deemed as General by the City.
- 1.21. **Other than Normal Working Hours (Secured Facilities)** - Includes the hours of 4:00 p.m. to 7:00 a.m. Monday through Friday and all day Saturday, Sunday, and City Holidays in facilities deemed as Secured by the City.
- 1.22. **Pre-priced Task** - A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®.
- 1.23. **Project** - The collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.
- 1.24. **Request for Proposal** - A written request to the Contractor to prepare a Proposal for the Detailed Scope of Work referenced therein.
- 1.25. **Secured Facility** - Facilities deemed Secured by the City. A Secured Facility may include a background check and/or tool inventory
- 1.26. **Supplemental Job Order** - A secondary Job Order developed after the initial Job Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Job Order Completion Time.
- 1.27. **Technical Specifications** – The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 1.28. **Unit Price** - The price published in the Construction Task Catalog® for a specific construction or construction related work task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and added to the Construction Task Catalog®. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.
- 1.29. **Work** - All materials, labor and use of tools, equipment and services necessary by the Contractor and/or Subcontractor to complete the Job Order.

2. OWNER

- 2.1. The City shall be entitled to appoint an agent (Owner's Representative) as Project Manager or Inspector who shall see that the development of the Job Order Proposals and performance of the Work is in strict accordance with the Contract Documents on behalf of the City.
- 2.2. All communications from the Contractor shall be through the Owner's Representative or as the City may direct. The City reserves the right to alter this procedure without consent of the Contractor. All communications not in compliance herewith, shall be considered non-binding on the City.
- 2.3. **Right to Clean Up:** If a dispute arises between the Contractor, Subcontractors, or separate contractors as to the responsibility under their respective Contracts for maintaining the premises and surrounding area free from waste materials and rubbish the City may, but need not, clean up and allocate the cost among those responsible as the City determines to be just.
- 2.4. **Right to Accept Imperfect Work:** If any part or portions of the Work completed under this Contract is defective and not in accordance with the Contract Documents, the City shall have the right and authority to retain such Work but may issue a Supplemental Job Order as may be equitable and reasonable.
- 2.5. **Right to do Adjacent Work:** The City reserves the right to perform construction or operations on the site of the Work. In doing this, the City may use its own forces or award separate contracts. Contractor shall hold the City harmless for costs incurred by the City that are payable to a separate contractor because of delays, improperly time activities, or defective construction by the Contractor, unless such costs are incurred due to the sole negligence of the City.
- 2.6. **Right to Finish Contractor's Work:** If the Contractor defaults or neglects to carry out all or any part of the Work in accordance with the Contract Documents, the City has the right to commence and continue completion of the Work. In such an event, if the City costs to complete the Work

exceeds the remaining balance of the Contract with the Contractor, Contractor shall reimburse the City for such excess costs.

3. CONTRACTOR

- 3.1. Personnel: The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the City and shall have a cell phone at which he or she can be reached at all times.
- 3.2. The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation, or the like, the Contractor shall notify the City of a substitute Superintendent. At all times, the Contractor shall provide at least one Superintendent for every four Job Orders. Whenever, in the sole discretion of the City, the Contractor is not providing a sufficient level of supervision, the City may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site specific quality control program, all at no cost to the City. In the event the City's personnel are required to provide direction or supervision of the work in the field because the Contractor has not provided sufficient supervision, the Contractor shall reimburse the City \$75 per hour for such effort.
- 3.3. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless a Job Order gives other specific instructions.
- 3.4. Reporting Errors: The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information know to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions in Contract Documents or field conditions shall be reported to the City at once.
- 3.5. A Project site may be operational during the Work. The Contractor shall not interfere or hinder City operations. The Contractor shall keep all equipment and materials within designated work areas and out of hallways and doorways. Emergency exit routes shall be maintained at all times.

4. CONTRACT MODIFICATIONS

- 4.1. Changes to the Contract may be accomplished after execution of the Contract and without invalidating the Contract only by written modification signed by the parties.

5. CONTRACTOR SELECTION AND AWARD OF INDIVIDUAL JOB ORDERS

- 5.1. The City may award an individual Job Order to any selected Contractor. Selection of the Contractor and award of the Job Order will be based on one or more of the following criteria:
 - 5.1.1. Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
 - 5.1.2. Contractor's responsiveness to the City on Job Orders.
 - 5.1.3. Price, as it relates to the City's independent cost estimate.
 - 5.1.4. Balancing of workload (Job Order dollar volume and construction backlog) among Contractors.
 - 5.1.5. Management of Job Order dollar volume within bonding limitations of the Contractor.
 - 5.1.6. Rotational selection among all Contractors, unless otherwise determined by the City.

- 5.1.7. Other criteria as deemed in the best interest of the City, in its sole discretion.
- 5.1.8. The City shall document the basis for award of each Job Order in accordance with RCW 39.10.450, including consideration of rotation, workload balancing, performance history, and bonding capacity, as applicable. Such documentation shall be retained in the City's project file for audit and public records purposes.

6. PROCEDURES FOR DEVELOPING A JOB ORDER

6.1. Initiation of a Job Order

- 6.1.1. As the need exists, the City will notify the Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting.
- 6.1.2. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:
 - 6.1.2.1. the general scope of the work;
 - 6.1.2.2. alternatives for performing the work and value engineering;
 - 6.1.2.3. access to the site and protocol for admission;
 - 6.1.2.4. hours of operation;
 - 6.1.2.5. staging area;
 - 6.1.2.6. requirements for catalog cuts, technical data, samples and shop drawings;
 - 6.1.2.7. requirements for professional services, sketches, drawings, and specifications;
 - 6.1.2.8. construction duration;
 - 6.1.2.9. liquidated damages;
 - 6.1.2.10. the presence of hazardous materials;
 - 6.1.2.11. date on which the Job Order Proposal is due.
- 6.1.3. Upon completion of the joint scoping process, the City will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any desired changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the City will issue a Request for Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the City, will be the basis on which the Contractor will develop its Job Order Proposal and the City will evaluate the same. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.
- 6.1.4. The City may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the City cannot agree on the quantities required, or for any other reason as determined by the City. In all such cases, the City shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.
- 6.1.5. The Contractor's Job Order Proposal shall include, at a minimum:
 - 6.1.5.1. Job Order Price Proposal;
 - 6.1.5.2. Required drawings or sketches;
 - 6.1.5.3. List of anticipated Subcontractors;
 - 6.1.5.4. Construction schedule;
 - 6.1.5.5. Subcontractor Responsibility Checklist
 - 6.1.5.6. Other requested documents.

6.2. Preparation of the Job Order Price Proposal

6.2.1. The Job Order Price shall be the value of the approved Job Order Price Proposal.

6.2.2. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Task (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.

6.2.3. The Contractor will prepare Job Order Price Proposals in accordance with the following:

6.2.3.1. Pre-priced Task: A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®. The Contractor will select the appropriate Pre-priced Tasks, and enter the accurate quantity, and the appropriate Adjustment Factor.

6.2.3.2. Non Pre-priced Task: A task that is not set forth in the Construction Task Catalog®.

6.2.3.2.1. Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:

6.2.3.2.1.1. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.

6.2.3.2.1.2. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The City may require additional quotes and bids if it has determined that the suppliers or subcontractors are not acceptable or if the prices are not reasonable. If three quotes or bids cannot be obtained, the Contractor will provide the reason in writing for the City's approval. If approved, less than three quotes or bids will be allowed.

6.2.3.2.2. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

6.2.3.2.2.1. For Non Pre-priced Tasks Performed with Contractor's Own Forces:

A = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;

B = The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

Total for a Non Pre-priced Tasks performed with Contractor's Own Forces = (A+B+C) x Non Pre-priced Adjustment Factor.

6.2.3.2.2.2. For Non Pre-priced Tasks Performed by Subcontractors:

If the Non Pre-priced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.

D = Lowest of three Subcontractor Quotes

Total Cost for Non Pre-priced Tasks performed by Subcontractors = D x Non Pre-priced Adjustment Factor.

- 6.2.3.2.3. After a Non Pre-priced Task has been approved by the City, the Unit Price for such task will be established and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
- 6.2.3.2.4. The City's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
- 6.2.4. Whenever, because of trade jurisdiction rules or small quantities, the cost of a Prepriced Task is less than the actual cost of the labor and material to perform such Prepriced Task, the Owner may permit the Contractor to be paid for such Prepriced Task as a Non-Prepriced Task or use Prepriced Tasks for labor and the material component pricing of the Prepriced Task to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or the other work for that trade cannot be scheduled at the same time and the actual cost does not exceed \$1,000.
- 6.2.5. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The cost of expediting services or equipment use fees are not reimbursable.
- 6.2.6. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.
- 6.2.7. The Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.
- 6.2.8. In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Request for Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.
- 6.2.9. In the event an immediate response is necessary, the Contractor shall be required to follow alternative procedures as established by the Owner. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Detailed Scope of Work, Request for Job Order Proposal, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures to develop a Job Order.
- 6.2.10. For purposes of Using the Construction Task Catalog®, the project site is defined as the exterior perimeter of a building. For work not performed in a building, the project site is defined as the limits of the work area.
- 6.2.11. The Contractor will not be permitted to add labor hours to the Job Order Price Proposal for time associated with ingress procedures and inspections of labor, materials, and or equipment
- 6.2.12. If the Contractor requires clarifications or additional information regarding the Detailed Scope of Work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.

6.3. Review of the Job Order Proposal and Issuance of the Job Order

- 6.3.1. The City will evaluate the entire Job Order Price Proposal and compare these with the City's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks, Adjustment Factors, and quantities proposed. All incomplete Job Order Proposals shall be rejected.
- 6.3.2. The Contractor may choose the means and methods of construction; subject however, to the City's right to reject any means and methods proposed by the Contractor that:
 - 6.3.2.1. Will constitute or create a hazard to the work, or to persons or property;
 - 6.3.2.2. Will not produce finished Work in accordance with the terms of the Contract; or
 - 6.3.2.3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.
- 6.3.3. The City reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The City also reserves the right not to issue a Job Order if it is determined to be in the best interests of the City. The City may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the City.
- 6.3.4. The Owner may decide not to issue a Job Order under development, may decide to cancel a Job Order or any portion of a Job Order, or cancel a Project or any portion of a Project, for any reason. In such case, the Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to attending the Joint Scope Meeting, preparing or reviewing the Detailed Scope of Work, preparing a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, or reviewing the Job Order Proposal with the Owner may perform such work by other means.
- 6.3.5. By submitting a Job Order Proposal to the City, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the City.
- 6.3.6. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the City and delivered to the Contractor constitutes the City's acceptance of the Contractor's Job Order Proposal. A signed copy of the Job Order will be provided to the Contractor.
- 6.4. The Contractor shall retain all records related to Job Orders, including pricing support, subcontractor quotes, payrolls, and correspondence, for a minimum of six (6) years following final payment of the applicable Job Order. The City, State Auditor's Office and other authorized entities shall have the right to inspect and audit such records upon reasonable notice.

7. CHANGES IN THE WORK

- 7.1. The City, without invalidating the Job Order, may order changes in the Work by altering, adding to or deducting from the Work, by issuing a Supplemental Job Order.
- 7.2. Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

8. PAYMENTS

- 8.1. The City will make one 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. For all other Job Orders, the City may make partial, monthly payments based on a percentage of the work completed.
- 8.2. Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the City concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.
- 8.3. Retainage of 5% shall be withheld until releasable under RCW 60.28.

9. ANNUAL UPDATE OF THE CONSTRUCTION TASK CATALOG®

- 9.1. The Construction Task Catalog® issued with the bid will be in effect for the first year of the Contract.
- 9.2. On the anniversary of the Contract, a new Construction Task Catalog® will be furnished. The new Construction Task Catalog® will be effective for the twelve (12) month period after the anniversary of the effective date of the Contract. The Construction Task Catalogs® that accompany each anniversary shall only apply to Job Orders issued after the effective date of that specific renewal option and shall have no impact on Job Orders issued prior to the effective date of that specific renewal option.
- 9.3. The Adjustment Factors submitted with the Proposal shall be used for the full term of the Contract, plus any Option Terms. On the annual anniversary of the Contract, the Owner shall issue the Contractor a new Construction Task Catalog®. The Contractor will be issued the new Construction Task Catalog® for review prior to accepting new Work. The Contractor shall use the Construction Task Catalog® in effect on the date that the Job Order is issued. However, the Contractor cannot delay the issuance of a Job Order to take advantage of a scheduled update of the Construction Task Catalog®. In that event, the Contractor shall use the Construction Task Catalog® that would have been in effect without the delay.

10. COMPUTER REQUIREMENTS

- 10.1. The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

11. GORDIAN JOC SYSTEM LICENSE AND FEE AGREEMENT

- 11.1. The City selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Information Management System ("JOC IMS"), JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the Owner. The Contractor shall be required to execute Gordian's General Terms of Use and pay a JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms of the Contract. The JOC System License Fee shall be equal to 1% of the Job Order Price.

ATTACHMENT A TO JOB ORDER CONTRACTING -SUPPLEMENTAL CONDITIONS
Sample Subcontractor Responsibility Checklist to be Submitted on a
Job Order by Job Order Basis.

| GENERAL INFORMATION | |
|---|---|
| Project Name: | Project Number: |
| Subcontractor's Business Name: | City Business Registration Number: |
| | Active? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| SUBCONTRACTOR REGISTRATION https://fortress.wa.gov/lni/bbip/ | |
| License Number: | License Active? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Effective Date: | Expiration Date: |
| UBI/TAX REGISTRATION NUMBER http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/ | |
| UBI/Tax Registration Number: | Account: Open <input type="checkbox"/> Closed <input type="checkbox"/> |
| INDUSTRIAL INSURANCE COVERAGE https://fortress.wa.gov/lni/crpsi/MainMenu.aspx | |
| Account Number: | Current: Yes <input type="checkbox"/> No <input type="checkbox"/> |
| EMPLOYMENT SECURITY DEPARTMENT | |
| Employment Security Department Number: | |
| Has Bidder provided account number on the Bid Form? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| NOT DISQUALIFIED FROM BIDDING http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp | |
| Is the Bidder listed on the "Debarred Contractors List" on the Washington State Department of Labor and Industries website? | Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Attach printout from website</i> |
| http://www.SAM.gov/ | |
| Is the Bidder listed on the current debarred or suspended Bidder list available on the U.S. General Services Administration's System for Award Management ("SAM") website? | Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Attach printout from website</i> |
| SPECIALITY CONTRACTOR LICENSES https://fortress.wa.gov/lni/bbip/ | |
| Electrical: If required by Chapter 19.28 RCW, does the Subcontractor have an Electrical Contractor's License? | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> |
| Elevator: If required by Chapter 70.87 RCW, does the Subcontractor have an Elevator Contractor's License? | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> |
| SUBCONTRACTOR CERTIFICATION | |
| The undersigned is an authorized agent of subcontractor and certifies that the information contained herein is accurate. | |
| _____ Sign | _____ Date |
| _____ Print Name & Title | |
| PRIME CONTRACTOR VERIFICATION | |
| | |
| _____ Sign | _____ Date |
| _____ Print Name & Title | |

ATTACHMENT B

WSDOT STANDARD SPECIFICATIONS

The Standard Specifications for Road, Bridge, and Municipal Construction, published by the Washington State Department of Transportation (<https://www.wsdot.wa.gov/publications/manuals/fulltext/M41-10/SS.pdf>), most recent edition, are incorporated herein by reference ("WSDOT Standard Specifications"), subject to the following modifications:

A. **Division 1 General Requirements** is modified as follows:

1. In **1-01.3 Definitions**:

- a. Delete the definition for "Award" and replace with:

Award - The formal decision of the City to execute a Contract through the competitive RFP process.

- b. Delete the definition for "Bid Documents" and replace with:

RFP Documents - The component parts of the RFP for this Contract published on the Builders Exchange of Washington, Inc., website at <http://www.bxwa.com/>

- c. Delete the definition for "Contract" and replace with:

Contract - The entire agreement between the parties consisting of the Contract Documents identified in the signed Agreement form.

- d. Delete the definition for "Contract Plans" and replace with:

Job Order Plans - A publication addressing the work required for an individual Job Order. At the time of the Request for Proposal, Job Order Plans may be included. Job Order Plans may include, but are not limited to, the following: a vicinity map, a summary of quantities, structure notes, signing information, traffic control plans, and detailed drawings.

- e. Delete the definition of "Contract Provisions" and replace with:

Contract Documents - The component parts of the Contract as defined in the signed Agreement.

- f. Delete the definition of "Proposal Form" and replace with:

Phase II Cost Proposal Form - The Form provided to Bidders by the City for submittal of a Proposal to the City identifying the Adjustment Factors that are to be applied to the Unit Prices in the Construction Task Catalog.

- g. Add the following definition:

City - The City of Olympia, Washington.

h. Make the following substitutions:

Where the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard Specifications, they shall be construed to mean "City" or "Owner".

Where the term "State Treasurer" is used in the Standard Specifications, the term shall be construed to mean the City's "Finance Director".

Where the term "Secretary of Transportation" or "District Administrator" are used in the Standard Specifications, the terms shall be construed to mean the duly authorized representative of the City.

Where the term "Contract" is used in the Standard Specifications to describe the Work associated with an individual Project, the term "Contract" shall be replaced with "Job Order."

Where the term "Contract Time" is used to describe the duration associated with an individual project, the term "Contract Time" shall be replaced with "Job Order Completion Time".

Where the term "Contract Sum or Price" is used to describe the value associated with an individual project, the term "Contract Sum or Price" shall be replaced with "Job Order Price."

2. Delete **1-02 Bid Procedures and Conditions** in its entirety.

3. Delete **1-03 Award and Execution of the Contract** in its entirety.

4. In **1-04 Scope of Work**:

a. Delete **1-04.1 Intent of the Contract** in its entirety.

b. Delete **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications and Addenda** in its entirety and replace with:

The Contract Documents are defined in the Agreement. Any inconsistency in the parts of the Contract shall be resolved by following this order of precedence:

1. Job Orders, including Supplemental Job Orders;
2. Agreement for Job Order Contracting - General Construction Services;
3. JOC Supplemental Conditions;
4. Construction Task Catalog®;
5. Technical Specifications;
6. City's Development and Design Standards;
7. City's General Special Provisions (GSPs);
8. WSDOT Standard Specifications, most recent edition, as modified.

c. Delete **1-04.4 Changes** in its entirety.

d. Modify **1-04.5 Procedure and Protest by the Contractor** as follows:

Where the term "change order" is used it shall be construed to mean

Job Order Contract – FORMA CONSTRUCTION, INC.

"Supplemental Job Order."

- e. Delete **1-04.6 Variation in Estimated Quantities** in its entirety.
- 5. Delete **1-08 Prosecution and Progress** in its entirety.
- 6. In **1-09 Measurement and Payment**:
 - a. Delete **1-09.1 Measurement of Quantities** in its entirety.
 - b. Delete **1-09.2 Weighing Equipment** in its entirety.
 - c. Delete **1-09.9 Payments** in its entirety.
- B. **Divisions 1 through 9** are further modified as follows:
 - 1. Divisions 1 through 9 are further modified by the City of Olympia General Special Provisions (GSPs), incorporated herein by reference. .

ATTACHMENT C

GENERAL SPECIAL PROVISIONS

The City of Olympia's General Special Provisions, which supplement or modify the WSDOT Standard Specifications, are included in this Contract by reference and will be made available on a Job Order by Job Order basis as required.

ATTACHMENT D

DEVELOPMENT AND DESIGN STANDARDS

The City of Olympia's Development and Design Standards are incorporated herein by reference and are available on the City's website at https://www.olympiawa.gov/services/building_permits_land_use_review/engineering_design_development_standards.php#outer-454h

APPENDIX A

STATE PREVAILING WAGE RATES

Prevailing wages in effect day of bid opening can be found here:

<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>