



## **FACILITIES SERVICES DEPARTMENT**

207 Fourth Avenue North, Room 308

Kelso, WA 98626-4124

TEL (360) 577-3174

FAX (360) 423-9987

### **Board of County Commissioners**

Arne Mortensen      District 1

Dennis P. Weber      District 2

Joe Gardner      District 3

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## **REQUEST FOR PROPOSALS**

# **Cowlitz County Corrections Camera and Control Panel Upgrade Project #01-2018**

**COWLITZ COUNTY CORRECTIONS DEPARTMENT**

## **TABLE OF CONTENTS**

Request for Bids	Page 3
Public Notice	Page 4
Scope of Work	Page 6
Bid Form	Page 8
Authorized Bidder Form	Page 10
Bid Deposit/Bid Bond Form	Page 11
Contractor/Subcontractor/Apprentice List	Page 12
E Verify Decaration	Page 15
Non-Collusion Form	Page 16
Release of Information, ESD	Page 17
Compliance with Wage Payment Laws Declaration	Page 18
General Conditions	Page 19
Agreement	Page 34
Performance Bond	Page 36
Insurance Requirements	Page 37
Prevailing Wage Rates, Current L&I	On-line

## REQUEST FOR BIDS

Bids for the **Cowlitz County Corrections Camera and Control Panel Upgrade #01-2018** will be accepted by the Cowlitz County Board of County Commissioners, 207 Fourth Avenue North, Rm.305, Kelso, WA, 98626-4124, prior to 11:00 a.m. on the 13th day of March, 2018.

Bids must be addressed to:

Cowlitz County Board of Commissioners  
207 Fourth Avenue North, Room 305  
Kelso, WA 98626-4124

Project Name:—Cowlitz **County Corrections Camera and Control Panel Upgrade #01-2018**

Bid Opening Date: 03/13/2018, 11:00 AM

The estimated cost of this project is: **\$230,000**

A scheduled walk through will take place at 1935 1<sup>st</sup> Ave. Longview WA 98632 beginning at 11:00 AM on February 27<sup>th</sup>, 2018

Bids received after this date and time will not be considered. Bidders shall assume full responsibility for timely delivery of bids at the specified location and time. Cowlitz County will not be responsible for any cost incurred by the bidder in preparing and submitting a bid. Once submitted, all bids become the property of Cowlitz County. No supplemental material will be accepted after the bid has been submitted.

Bids may not be modified, withdrawn or canceled after the time set for opening or before award of a contract unless award is delayed for a period exceeding ninety (90) days from the bid opening. Prior to the time and date designated for receipt of bids, the bid may modified or withdrawn by written notice to the County at the place designated for receipt of bids. Bids that are withdrawn may be resubmitted prior to the date and time designated for the receipt of bids, provided the revised bid is in full conformance with these instructions.

Within 24 hours, the apparent low bidder will submit to the Owner a sealed, opaque envelope containing copies of recap sheets, material and subcontractor quotes, bid takeoff working papers, and other related documents the Contractor used to calculate the bid. This envelope shall be labeled "Bid Working Papers" and shall be accompanied by a "Certificate of Authenticity". These documents will be held by the Owner, and may be returned to the Contractor upon request, for a period of 1 (one) year after final completion. This envelope will not be opened unless a bid protest is filed, the contractor claims a mistake in the bid, the Contractor claims extra compensation or a claim of breach of contract. Failure to comply with this requirement may render the bid null and void, and the Owner may chose not to accept the bid.

Cowlitz County reserves the right to reject any and all bids, for any reason it deems in its best interest and to accept only such bids as may be in the County's best interest. The County retains the right to waive minor irregularities in the bidding process.

Bidders may obtain plans and specifications from the Cowlitz County Purchasing Services Department, 207 Fourth Avenue North, Room 100, Kelso, Washington, 98626-4124, (360) 577-3032.

PUBLICATON NOTICE

**COWLITZ COUNTY  
REQUEST FOR PROPOSALS**

**Cowlitz County Corrections Camera and Control Panel Upgrade #01-2018**

**COWLITZ COUNTY CORRECTIONAL DEPARTMENT**

**REQUEST FOR PROPOSALS**

**RFP #01-2018, Corrections Camera and Control Panel Upgrade**

Bid Issue Date: January 20<sup>st</sup>, 2018

Pre-Bid Conference Date: February 27<sup>th</sup>, 2018

Bid Due Date: February 13<sup>th</sup>, 2018

A copy of the Request is also on file with the Clerk of the Board and may be viewed on the Cowlitz County website at: <http://www.co.cowlitz.wa.us/bids.aspx>

The Board reserves the right to reject any and all bids, to waive any informalities in the bids, and to accept other than the low bid if it appears to be in the best interests of the county.

All documents received in response to this invitation to bid will become a matter of public record and subject to the Washington public disclosure act under chapter 42.56 RCW.

DATED this 20<sup>st</sup> day of February, 2018.

**BOARD OF COUNTY COMMISSIONERS  
OF COWLITZ COUNTY, WASHINGTON**

PUBLISHED: 02/20/2018

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**PUBLICATION REQUIREMENT: To be published in one issue.**

**BILLING INFORMATION:**

- 1) **AFFIDAVIT TO:** Cowlitz County Commissioners  
Attn: Clerk of the Board
  
- 2) **BILL TO:** Cowlitz County Corrections  
1935 1<sup>st</sup> Ave  
Longview, WA 98632

## SCOPE OF WORK

### 1.1. PURPOSE AND BACKGROUND

Cowlitz County, hereafter called "County," is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in participating in a project to replace and enhance/upgrade security cameras and integrated building control systems at the jail.

The Cowlitz County Jail was built in 2006. The Jail has eight (8) main housing areas with a bed capacity of 356. Pre-trial inmates with charges ranging from misdemeanors to Class A felonies are housed in our facility.

This project will be replacing existing (analog) security, movement and surveillance cameras in and around the Cowlitz County Jail with digital cameras. The Current system is also integrated with the door control, intercom and movement systems, which provide camera views to the control room operator as door control buttons are activated. The replacement system will also provide this functionality. Currently there are approximately 56 cameras in and around the Jail. In addition to replacing these 56, the County would like to install up to 4 additional cameras in areas with limited coverage.

Selected cameras will have the capability to be "pixelated" to provide privacy screening in toilet and shower areas on a portion of the view. This pixelated screen will be shown on both the live and recorded views, but be able to be overridden by selected users.

The recording software provided with this system must have the ability to run efficiently and effectively in a virtualized environment. The recording system shall be capable of recording all video 24 hours a day, seven days a week from all cameras. The system will be able to accommodate the assignment of various recording schedules for any camera including set schedules, motion-sense recording, and manual instant start or stop recording.

This project will include replacing the current control panel with touch screen technology and equipment linking the control panel to the cameras, doors, intercoms, area lighting, water controls and electrical outlets in the areas.

### 1.2. OBJECTIVES AND SCOPE OF WORK

- Remove and replace all 56 cameras in the Cowlitz County Jail. 10 of the cameras will be exterior mounted cameras. The location of each camera will be provided during a walk through.
- New cameras should be IP-based with a **minimum** 1080P resolution (i.e. Axis M11 series). Some cameras will need PTZ capability. All should accommodate excellent low-lux and IR exposure, and lenses that accommodate the required coverage area as determined by the County.
- Recording system and cameras should accommodate variable frame rates on each camera as necessary and determined by jail personnel (7.5 fps up to 30 fps).
- Include enough camera licenses to accommodate camera inventory.
- All cameras will operate on power over Ethernet (PoE).
- All cameras will be installed in a workmanlike and secure fashion and aimed/installed in accordance with the necessary field of view as described by the County and in accordance with manufacturer's instructions.

- Awarded contractor will install and provide all cabling and connections. Camera IP cabling should be robust enough for all necessary video bandwidth and rated for PoE (CAT-6E).
- All cabling shall be labeled at both ends of the cable run using permanent/legible typed labels and created by a Brady LS-200 label maker or equivalent system.
- Label each end of conduit and/or individual cable end in a clear manner by designating the location of the other conduit end (i.e. room name, junction box number, etc.).
- All wiring installed will be of continuous run - no splicing will be allowed.
- No compression connectors (beanies) or wire nuts may be used.
- No wiring will be exposed to unsecured access.
- **Awarded contractor will be responsible for removing cabling for old analog cameras and any other unused equipment related to the current camera recording system.**
- Wiring will be run in current cable trays/conduit where available. Where not available and where required, cable trays and conduit will be installed.
- All wire runs will be EMT conduit unless above hard deck ceiling with the exception of the Head End.
- All exposed EMT, accessible to inmates, shall be covered with a 1/8" mild steel flanged metal channel. The channel shall be drilled for mounting to walls and permanently mounted to the wall with tamper-resistant, hammer driven security anchors.
- All screws used shall be security type 4 (four). Copies of the security head used will be provided to the owner upon conclusion of the project.
- Conduit will be a minimum of 3/4 inch sized (post 3/4 filled standard) with 30% room for expansion.
- Any new conduit shall be reamed to eliminate sharp edges and terminate with metallic insulated grounded throat bushings. Cap each conduit with a mechanical-type seal for protection. Equip all conduits with plastic or nylon pull string with a minimum test rating of 200 lb.
- Install a nylon pull wire in each empty conduit, leaving at least eight inches slack at each end.
- All video equipment, cable, conduit or wiring shall conform to the interior décor standards, and all applicable local, state and federal codes.
- All infrastructure installed will be expected to withstand the normal, routine actions in the area in which installed and shall be guaranteed as such.
- Provide sleeves where required for wall and ceiling penetrations. Provide core drilling where required for sleeve installation. Sleeves as needed shall be EMT conduit and shall be provided with insulated throat bushings for each end.
- If necessary, provide fire stopping material to maintain the fire rating of all penetrated walls, floors and ceiling structures. Material shall be acceptable to the local fire and building authorities as well as applicable codes and shall be removable. Fire stopping material shall be: 1) Specified Tech. Inc, or 2) Wiremold Flame Stopper.
- Provide a qualified Journeyman Foreman to be in charge of the work at all times and be present at the job site at all times during the installation.
- The work shall be performed by skilled installers under the direction of (an) experienced technician(s), all of whom shall be properly trained and qualified for this work.
- Provide full one (1) year warranty on all parts and labor at no additional cost to the County.
- Warranty begins when system commissioning is completed, punch list items resolved, and County provides written acceptance of system.
- Warranty must be backed (in writing) by the manufacturer.
- Provide cost for a (4) four year service contract.
- Service Technician must respond within 4 hours 24/7 (weekends and holidays included).
- The Contractor will provide onsite staff training on video monitoring/recording platform upon completion of installation.
- The Cowlitz County Jail operates 24 hours a day, 365 days a year. All work at the facility must be accomplished with the least amount of downtime and disruption to Jail operations as possible. Work must be performed in a phased approach so that only one housing area is without cameras at any one time.

- Provide County with two sets of AutoCad printed (D size) drawings and two optical discs as backups containing the AutoCad information in PDF format and DWG format.

### 1.3 MINIMUM QUALIFICATIONS

- Certified dealer of product proposed for minimum of 5 years.
- All installing personnel must pass criminal background checks as required by Cowlitz County Corrections Department prior to the start of work and access to the facility. The background checks will be completed by Cowlitz County.
- Cowlitz County reserves the right to deny access to any employee on County property who is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the County and/or its population. Should access be denied, the successful respondent shall remove the employee immediately and replace the employee with a suitable substitute as approved by the County, at no additional cost.
- Previous experience in installing and validating proposed systems in a correctional setting.
- Vendor will need to provide video storage/memory and any needed licenses. Off-site backup and storage will be available and maintained by vendor unless another viable alternative is approved by the County. **Vendor shall provide storage (Virtualized Environment) options and specifications for required hardware solution.**
- 

Minimum qualifications include:

- Licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.

## 2. GENERAL INFORMATION

### 2.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the COUNTY for this procurement. All communication between the Consultant and the COUNTY upon release of this RFP shall be with the RFP Coordinator, as follows:

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Name	Captain Blain Lux
E-Mail Address	<a href="mailto:luxb@co.cowlitz.wa.us">luxb@co.cowlitz.wa.us</a>
Mailing Address	1935 1 <sup>st</sup> Ave. Longview, WA 98632
Physical Address for Delivery	Same as mailing address
Phone Number	360-577-3094 ext. 2228
Fax Number	N/A

Any other communication will be considered unofficial and non-binding on the COUNTY. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

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2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	February 20 <sup>st</sup> , 2018
Job Walk	February 27 <sup>th</sup> , 2018
Question & answer period ends	March 4 <sup>th</sup> , 2018
Issue last addendum to RFP	March 6 <sup>th</sup> , 2018
Proposals due	March 13 <sup>th</sup> , 2018
Award	TBD

The COUNTY reserves the right to revise the above schedule.

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**BID FORM**

**ADDENDA**

The bidder acknowledges receipt of the following addenda: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_. (Insert numbers of any addenda received.)

**BID ITEM NO. 1:**

DESCRIPTION OF BID ITEM(S).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bid Amount: \$ \_\_\_\_\_ 8.1% Sales Tax \_\_\_\_\_

Total Bid Amount: \$ \_\_\_\_\_



# **BID FORM**

## **AUTHORIZED BIDDER:**

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE (SIGNATURE)

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
CONTACT PERSON NAME & TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CONTACT PERSON TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
WASHINGTON CONTRACTOR'S NO.

\_\_\_\_\_  
TAX IDENTIFICATION NO.

\_\_\_\_\_  
UNIFORM BUSINESS IDENTIFIER NO.

\_\_\_\_\_  
EMPLOYMENT SECURITY DEPARTMENT NO.

If applicable:

\_\_\_\_\_  
ELEVATOR CONTRACTOR LICENSE NO.

\_\_\_\_\_  
ELECTRICAL CONTRACTOR LICENSE NO.

**BID DEPOSIT FORM**

\_\_\_\_\_  
Name of Bidder

The bidder named above hereby submits its bid deposit in the form of a certified check, cashier's check, cash or bid bond in the amount of \$\_\_\_\_\_, which amount is not less than five percent of the total bid.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation duly organized under the laws of the state of \_\_\_\_\_, and authorized to do business in the State of Washington, as Surety, are held and firmly bound unto Cowlitz County as Obligee, in the full and penal sum of five (5) percent of the total amount of the bid of said Principal for the work hereinafter described, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this bond is such, that whereas the Principal herein is herewith submitting his or its sealed bid for the following public works project, to wit:

Said bid and bid, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said bid by said Principal be accepted, and the contract be awarded to said Principal, and if the said Principal shall duly make and enter into and execute said contract and shall furnish bond as required by the contract documents within a period of ten (10) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature\*

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\*Attach Power of Attorney

**BID FORM**

**APPRENTICE PROGRAM REQUIREMENTS**

All contracts for public works shall be awarded to qualified bidders only. For contracts involving labor costs in excess of \$200,000.00, as determined by county estimates, qualifications shall include being a participant in good standing of an apprentice program pertaining to any of the construction crafts to be utilized in the contract. The apprentice program will be certified by the Washington State Apprenticeship and Training Council or an equivalent Oregon or regional body. This qualification shall not apply if no such apprenticeship program is generally available to contractors in Cowlitz County. It shall be the responsibility of the bidder to provide evidence of qualification under this policy.

This list shall be submitted by the bidder with the Bid Forms. The County shall be notified immediately, of any changes to this list. The successful bidder shall submit a letter from the Washington State Apprenticeship and Training Council or an equivalent Oregon or regional body, stating that the Contractor, and Subcontractor, is a member in good standing of an apprenticeship program pertaining to any of the construction crafts to be utilized in the contract prior to award of the contract.

**Contractor:**

Name of Contractor	Category of Work	Apprentice Program

**Subcontractors:**

Name of Subcontractor	UBI Number	Category of Work	Apprentice Program

## **BID FORMS**

The Undersigned bidder hereby promises to furnish all labor, equipment and approved materials, obtain Insurance, all necessary permits and licenses, and pay all state, federal and local taxes, including retail sales tax for all retail purchases made by the Contractor for the following lump sum.

### **PUBLIC DISCLOSURE:**

Pursuant to RCW 42.56, proposals submitted under this Request for Proposal may be considered public records and with limited exceptions will be available for inspection and copying by the public, provided that no part of a proposal will be made available until the recommendation to award is filed with the Board of Commissioners. Provided further that if a protest has been filed prior to the issuance of the recommendation to award, the County may make portions of the proposal submitted part of the protest record as necessary to resolve the protest.

### **INDEPENDENT CONTRACTOR:**

It is specifically understood and agreed by and between the parties hereto that Contractor will be an independent Contractor and not an agent or employee of the County. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees and sub contractors, and the County shall have no control of or supervision over the employees of the Contractor or any of the Contractor's sub contractors.

The Contractor shall have no authority whatsoever to obligate the County to neither make any payments to another party nor make any promises or representation of any nature on behalf of the County, without the specific written approval of the County. In the event the County incurs any liability with regard to the matters set forth in this section, the Contractor shall indemnify the County and hold it harmless.

## **BID FORM**

### **E-VERIFY EMPLOYMENT CERTIFICATION**

Cowlitz County shall ensure that County contracts be awarded by formal competitive bid procedures, and are awarded to contractors that are in compliance for the federal employment laws. This includes, but is not limited to, requiring certification from contractors, as of the date of submitted bids or proposals, that the contractor has implemented an E-verify program for screening all employees who will do work on behalf of the contractor. Similarly, subcontractors, as of the date of services on performed on behalf of Cowlitz County, shall provide certification of having implemented an E-verify screen program for all employees providing services on behalf of the County.

#### **E-Verify Declaration:**

The proposal submitted for this RFP shall include the E-Verify Declaration shown on the following pages.

### **NON-COLLUSION**

The person(s) signing this bid on behalf of the bidder declare(s) under penalty of perjury under the laws of the United States and the State of Washington that this bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with this bid.

#### **Non-Collusion Certificate:**

The proposal submitted for this RFP shall include the Non-Collusion Certificate shown following.

### **CRIMINAL BACKGROUND CHECK AND HIPPA CERTIFICATION**

When the scope of the project encompasses working in and/or around a secured or a security area, or areas where confidential information is routinely available, contractors will be required to: 1) sign a Memo of Understanding regarding Health Insurance Portability and Act (HIPAA) and assure the contractor's employees, and any subcontractors of the contractor and their employees, understand and adhere to HIPAA guidelines, subject to penalties of the described by the conditions of the MOU and/or possible legal ramifications found therein; and, 2) undergo, and pass, a background check and FBI fingerprinting prior to commencement of work on the secured or security premises. Outcomes of the checks will be rated as either pass or fail. Those failing the background checks will not be allowed in areas of the project defined as a security area or secured area. Determination of pass/failure is made by qualified law and justice personnel.

**BID FORM**

**E-VERIFY DECLARATION**

Firm Name: \_\_\_\_\_

The undersigned declares, under **penalty of perjury**, under the laws of Washington that:

1. That the above named firm is currently enrolled in and using an E-Verify system implemented on October 25, 2011 as outlined Cowlitz County Resolution # 11-118 and will continue to use the E-Verify system for so long as work is being performed on the above named project.
2. I certify that I am duly authorized to sign this declaration on behalf of the above named bidder/proposer.
3. I acknowledge that Cowlitz County reserves the right to require a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program at any time. Failure to provide the required Memorandum of Understanding within 10 days of request could lead to suspension of this contract.

Dated at \_\_\_\_\_, Washington

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

**BID FORM**

**NON-COLLUSION CERTIFICATE**

STATE OF \_\_\_\_\_, County of \_\_\_\_\_ ) \_ss. \_\_\_\_\_

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to Cowlitz County for consideration in the award of a contract on the services described as follows:

**Cowlitz County Corrections Camera and Control Panel Upgrade, #01-2018**

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Notary Public

CORPORATE SEAL:

**RELEASE OF INFORMATION**

WASHINGTON STATE EMPLOYMENT SECURITY DEPARTMENT

From:

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
EMPLOYMENT SECURITY DEPARTMENT NUMBER

\_\_\_\_\_  
NAME OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Re: Unemployment Insurance Tax

Please release our company's Unemployment Insurance Tax information to the Cowlitz County Purchasing Services Department, 207 N. 4<sup>th</sup> Avenue, Room 100, Kelso, Washington, 98626-4124, Telephone (360) 577-3032, e-mail address: [hansonm@co.cowlitz.wa.us](mailto:hansonm@co.cowlitz.wa.us)



**COMPLIANCE WITH WAGE PAYMENT LAWS DECLARATION**

**Cowlitz County Corrections Camera and Control Panel Upgrade #01-2018**

Cowlitz County Project # 01-2018

Firm Name: \_\_\_\_\_

1. The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date \_\_\_\_\_, 2018, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.
2. I certify that I am duly authorized to sign this declaration on behalf of the above named bidder/proposer.
3. I acknowledge that Cowlitz County is required to receive this declaration as a condition to awarding the public works contract pursuant to RCW 39.04.350.

The undersigned declares, under penalty of perjury under the laws of Washington that the foregoing is true and correct.

Signed and dated at \_\_\_\_\_, in State of \_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_ 2018.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

**THIS PAGE MUST BE RETURNED BEFORE THE PUBLIC WORKS CONTRACT CAN BE AWARDED**

## GENERAL CONDITIONS

### **1. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE WORK**

The bidder will carefully examine the sites of the proposed work, the bid, agreement, specifications, addenda, and agreement forms. The submission of a bid will be conclusive evidence that the bidder has made such examinations and understands all the requirements for the performance of the completed work.

It is the intent of this agreement to provide for the complete performance of the work desired by the County. Except as expressly provided to the contrary, the Contractor will furnish all labor, supplies, materials, equipment, transportation, and incidentals as may be reasonable required to perform the agreement.

### **2. WALK THROUGH**

A scheduled walk through will take place beginning at 11:00 AM on February 27th, 2018. The walk through is occur at the Cowlitz County Correctional Facility located at *1935 1<sup>st</sup> Ave. S. Longview Washington 98632.*

### **3. OWNER OCCUPANCY**

The owner will occupy all of the buildings during course of the project.

The contractor shall work in a manner to minimize impact upon normal building functions during the course of the project. The contractor shall work with Maintenance Department staff to coordinate on-site scheduling of work.

Schedule work to accommodate owner occupancy. Schedule work involving loud, penetrating noises, such as roto-hammering, specifically noting the following, if applicable:

1. Before or after normal business hours, or on weekends at the Hall of Justice where court is in session daily.
2. On Tuesdays at the Administration Building for 8:30 am to 12:00, noon, where the Board of County Commissioners conduct a weekly business meeting.

### **4. TIME**

Contract Completion Date: This project must be fully complete within 90 working days from Notice to Proceed. Work must be complete per contract time schedule. A "working day" is defined as Monday through Friday, 8:00 am to 5:00 pm.

If the bid is accepted, it is agreed that the contractor will:

1. Pay liquidated damages (LD) for each working day past the agreed contract date that the project has not been accepted as substantially complete. "Working day" for the purposes of determining LD shall mean Monday through Friday, 8:00 am to 5:00 pm.
2. Authorize Cowlitz County to deduct LD from the money due to the contractor.
  - LD shall be assessed at One Hundred Dollars (\$100) per working day until the project is accepted as Substantially Complete, expecting only delays due to circumstances beyond the control of the Contractor, including Acts of God, strikes, casualty, or general unavailability of material. Request for extension, due to weather conditions, must be submitted in writing.
3. The agreement to pay LD in the event of failure to complete the contracted work within the Contract Time shall become part of the contract for this project.
4. The formula for LD, rather than actual cost of delays, is the most practical way of determining LD.

Where,

### ***Substantial Completion Date***

The day the Owner determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains for the *physical completion* of the total contract.

No part of the project shall be considered substantially completed until the local building and fire authorities have signed final acceptance covering that portion of the work.

At the time of signing the Certificate of Substantial Completion, the Contractor shall submit a list and identify all outstanding and/or unresolved items. Any item on contained in this list is waived, except for: contract sums not due at that time; retainage; and events that may occur after the signing of the Certificate of Substantial Completion.

***Contract Completion Date*** The date by which the work is contractually required to be *physically completed*. The Contract Completion Date will be stated in the Notice to Proceed. Revisions of this date will be authorized in writing by the Owner or Owner's designee whenever there is an extension to the contract time.

***Physical Completion Date*** The day all of the work is physically completed on the project. All documentation required by the contract and required by law does not necessarily need to be furnished by the Contractor by this date.

***Completion Date*** The day all the work specified in the contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the contract and required by law must be furnished by the Contractor before establishment of this date.

### ***Final Acceptance Date***

The date on which the Owner has received an Application for Final Payment, has inspected the project and has accepted the work as complete and has received all the final documentation stipulated throughout this document has been received by the Owner.

## **5. EXECUTION OF AGREEMENT**

The successful bidder will have only 10 (ten) days from the date of the award to return the signed agreement, performance bond, insurance forms and other required documents to Cowlitz County Purchasing Services, 207 Fourth Avenue North, Rm. 100, Kelso, WA, 98626-4124. Cowlitz County may in its sole discretion extend the return date. The successful bidder must use the insurance forms and other forms provided by Cowlitz County.

## **6. ASSIGNMENT OF CONTRACT**

Neither party, either Owner or Contractor, signatory to this contract may assign the contract, as a whole, to another party without the written consent of the other.

## **7. OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

1. The Owner reserves the right to perform construction or operations relating to the project with the Owner's own forces and to award separate contracts in connection with other portions of the project.
2. The Contractor shall cooperate and coordinate with separate contractors employed by the Owner.
3. Costs associated with delays, improperly timed activities, or defective construction shall be borne by the responsible party.

## **8. WAGE RATES & PAYMENT**

Partial payments shall be made once each month, based upon Applications for payment submitted by the Contractor, less retainage of five percent (5%). **The Contractor shall prepare a document (Schedule of Values) detailing work and labor performed and material furnished during each calendar month, and shall deliver the document to the Project Coordinator by the second day of the following month.** The documentation shall be in a format prescribed by the Department. If the Contractor's documentation is timely submitted, the County Auditor will issue a warrant payable to the Contractor on the last working day of the month.

Final payment shall be made thirty (30) days after the date of final acceptance, or after receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. In addition, Application for Final Payment must include releases and waivers of liens, data establishing payment or satisfaction of obligations, such as, receipts, claims, security interests or encumbrances arising from the Contract.

The acceptance of Final Completion by the Contractor, a Subcontractor or a material supplier shall constitute a waiver of claims by the payee, except those previously identified in writing by the payee as unsettled at the time of Final Completion.

If, after a substantial portion of the work has been completed, and the Owner determines that full completion of the work will result in an unreasonable delay, the Owner, with agreement of the Contractor may delete that remaining portion of the work from the contract and accept as final the work at that stage of completion, providing that such an agreement does not breach the terms of the contract. If both parties so agree, then payment will be proportional to the amount of work completed at the time of the agreement. The rights of the parties and the conditions under which such action is taken shall be governed by the provisions of Chapter 223 of the Laws of Washington, as it now exists or may be amended.

This work is considered "Public Work" in accordance with RCW 39.12 and WAC 296-127-023, and prevailing wage must be paid for all work performed. Washington Labor and Industry rates posted for Cowlitz County in effect as of the date of the Request for Quotes will apply. **The Contractor will pay no less than the prevailing wage rates.** If the prevailing wage rates or fringe benefits increase during the performance of the contract, the Contractor will pay the higher amounts. No increase in prevailing wage or fringe benefits will be grounds for any additional compensation to the Contractor. The Contractor will pay all fees required by the Department of Labor and Industries in connection with the administration of the prevailing wage requirements. For a contract in excess of ten thousand dollars, a contractor required to pay the prevailing rate of wage shall post in a location readily visible to workers at the job site, A copy of a statement of intent to pay prevailing wages approved by the industrial statistician of the department of labor and industries under RCW 39.12.040; and the address and telephone number of the industrial statistician of the department of labor and industries where a complaint or inquiry concerning prevailing wages may be made. **Applications for payment will not be processed without Cowlitz County's receipt of the Intent to Pay Prevailing Wage approved by the Industrial Statistician of the Department of Labor and Industries for the contractor and each and every subcontractor. The final payment will be held pending completion of the contract as outlined above and receipt of all affidavits of wages paid from the contractor and each and every subcontractor, necessary releases from the Department of Labor and Industries, Department of Revenue, and Employment Security Department.**

**The Contractor shall post the current State of Washington Department of Labor and Industries Prevailing Wage Rates and Benefits at the job site in a conspicuous location.**

**See attached State of Washington Department of Labor and Industries Prevailing Wage Rates and Benefits:**

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

**The following link will explain the requirement of submitting an Intent to Pay and an Affidavit of Paid Prevailing Wage:**

<http://www.lni.wa.gov/TradesLicensing/PrevWage/basics/default.aspx>

The following link will provide navigation through the Prevailing Wage Intents and Affidavits (PWIA) users' system: <https://secureaccess.wa.gov>

The following link will provide a step-by-step process for completing the intent and affidavit: <http://www.lni.wa.gov/TradesLicensing/PrevWage/files/PWIAInstructions.pdf>

## **9. INTERPRETATION OF CONTRACT DOCUMENTS**

The Contractor shall provide any work or materials clearly implied in the contract even if the contract documents do not mention it specifically. If the contract documents use words that are not defined therein but have a commonly accepted technical or trade meaning, the words shall be understood in accordance with that meaning. If any part of the contract requires work to be performed without describing how it is to be performed, the work shall be performed in accordance with standard trade practices. A "standard trade practice" is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the work. On any plans or drawings, figured dimensions shall take precedence over scaled dimensions. In case of any ambiguity or dispute over interpreting the contract, the Department's decision will be final.

## **10. REQUEST FOR INFORMATION (RFI)**

If the County determines that the provisions in the contract documents are not sufficiently clear to permit the Contractor to proceed with the work, the Department shall, either on its own or upon written request from the Contractor, furnish such additional written directions as it deems appropriate. When the Contractor makes such a request, it must do so in writing and must allow ample time to permit the Department to review the Request for Information and prepare any additional directions before the Contractor begins any work affected by the request. Any additional directions issued by the Department shall not be inconsistent with the contract documents, and shall have the same force and effect as if contained in the contract documents.

## **11. CHANGES IN SCOPE OF WORK**

After the execution of the contract, no oral agreement or conversation with the Department or any official, employee, or agent of Cowlitz County, either before or after execution of the contract, shall affect, modify, or add to any of the terms or obligations contained in the contract documents. Any such oral agreement or conversation shall be considered as unofficial information and in no way binding upon Cowlitz County, unless subsequently put in writing.

Without violating the contract, the Department may order changes in work within the general scope of the contract that may consist of additions, and/or deletions and/or alterations. The Contract Sum and the Contract Time will be adjusted accordingly.

If concealed or unknown physical conditions are found to exist, that differ materially from contract documents or from conditions ordinarily found to exist, the Contract Sum and the Contract Time may be equitably adjusted.

Written changes in work will follow the industry standard Change Order Proposal Request/Change Order Proposal/Change Order procedure. The Department will issue a written and signed Change Order Proposal Request outlining the proposed change. The contractor will submit a written and signed Change Order Proposal outlining the proposed change, complete with adequate back-up documentation, to the Department for review and possible negotiation. Once the terms of the Change Order Proposal have been accepted by the Contractor and the Department, a signed Change Order will be issued. Once the signed Change Order is issued, the Contractor may proceed with the work.

The Change Order will be assigned a sequential number and become part of the contract documentation for the project.

**All Change Orders must be submitted with the following information:**

1. **Date and origin of claim.**
2. **Dates of time worked and who performed the work.**
3. **Time records and wage rates paid.**
4. **Invoices and receipts of products, equipment and subcontractors.**
5. **Quantities of products, labor and equipment.**
6. **Taxes, insurance and bonds.**
7. **Overhead and profit.**
8. **Justification of any change in Contract Time.**
9. **Credit for deletions to the contract, similarly shown.**

For Change Orders involving Time and Material, back-up with an itemized account and supporting data after completion of the change.

Computation of the monetary value of the Change Order:

1. For changes requested by the Department for work falling under a fixed price contract, the amount will be based upon the contractor's quote.
2. For changes requested by the Contractor, the amount will be based upon the Contractor's request for a change order, as approved by the Department.
3. For changes requested by the Department without a quote from the Contractor, the amount will be determined by the Contractor's justification of cost of Time and Material work.

Reasonable allowance for and limitations on overhead and profit shall be limited to an allowance that will not exceed an aggregate of 33% of the net increase of allowable costs. Reasonable allowances for overhead and profit shall be limited to the following:

1. Contractor: for any work performed the work force of the contractor, itself, 10% of the cost.
2. Contractor: for work performed by the work force of a subcontractor, 8% of the amount due the subcontractor.
3. Subcontractor: for work performed by the work force of the subcontractor, itself, 10% of the cost.
4. Subcontractor: for work performed by subcontractors, 5% of the work due the sub-contractor.
5. Cost to which overhead and profit is applied shall be determined by the following paragraph.
6. All requests for adjustments shall be accompanied with adequate, itemized back-up, including costs of: labor, materials, and subcontractors. Where major cost items are associated with a subcontractor, the subcontractor will submit an itemized list. No change order greater than \$500 will be approved without itemization.
7. The costs allowed for overhead and profit, as described, shall include the contractor's full entitlement to compensation or equitable adjustment for the change order. No additional compensation shall be allowed for items including, but not limited to: direct, indirect, or impact damages, costs of delays, or acceleration, and home office overhead.

Unless stipulated elsewhere in the contract document, costs relating to the above paragraph shall be limited to the following:

1. Costs involving labor, including social security, old age and unemployment insurance, fringe benefits required by custom or agreement, and workers compensation insurance.
2. Costs associated with materials, supplies, and equipment (excluding hand tools), including costs of transportation, whether incorporated or consumed.
3. Costs associated with rental machinery or equipment (excluding hand tools) whether rented from the Contractor or others. Rental values shall be based upon the normal rental rates of rental companies in the Longview, Washington area, such as, United Rentals or Star Rentals. Submit a list of anticipated rental equipment to the owner prior to the start of construction.

4. Costs involving additional premiums for bonds and insurance, permit fees, and sales, or similar taxes relating to the Change Order request.
5. Additional costs directly associated to the Change Order for supervision or field office personnel.

## **12. PERMITS, FEES AND LICENSES**

The *Contractor* will procure whatever permits and licenses, pay whatever charges and fees, and give whatever notices may be required for the satisfactory performance of the agreement. The permit shall be procured by the Contractor and charged to the County on a direct reimbursement basis. This fee shall not be included in the bid.

The Owner will pay local building department plan check fees. The plan check fee is the exception. All other fees, permits, notices, inspections which are required as a condition of the building permit (excluding special inspections), capital recovery fees, etc. shall be the responsibility of the Contractor.

## **13. TESTS AND INSPECTIONS**

1. Tests, inspections and approvals for portions of the work shall be performed at appropriate times compliant with the terms of the Contract and/or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction.
2. Should additional testing be required, the Contractor shall perform the tests.
3. Owner will pay the cost of such additional testing. Where testing is required the where work is found to be defective, the Contractor will pay the cost of the testing.

## **14. COMPLIANCE WITH LAWS**

Throughout the duration of this agreement, the contractor will comply with all applicable federal, state, and local laws, rules, regulations, and orders, and will require like compliance by all subcontractors.

The Contractor shall comply with and give notices as required by agencies having jurisdiction over the project. If the Contractor performs works out of compliance or contrary to laws, building codes, statutes, regulations, and rules, without written notice to the Owner, then the Contractor assumes full responsibility for the work and will be held responsible for bearing the costs associated with returning those portions of the project into compliance with the appropriate governance and agencies. Should the Contractor find inconsistencies in the Contract Documentation with respect to governmental laws, rules, regulations and codes, then the Contractor shall notify the Owner, in writing.

## **15. CORRECTION OF WORK**

1. The Contractor will promptly correct work determined by the Owner to fail to conform to the requirements of the contract document.
2. If the Contractor fails to correct work to comply with Contract Documents, the Owner reserves the right to direct the Contractor stop work until corrective action is taken. A Stop Work Order will be issued to the contractor by the Owner, in writing.
3. If the Contractor does not make the necessary corrections with due diligence and promptness, within 7 days of receiving the written Stop Work Order, the Owner may elect, without prejudice, to correct the work and Contractor will reimburse the Owner for the costs associated with the corrective actions.
4. In addition to other obligations incurred the Contractor as a result of this agreement, the Contractor shall for one year from the date of Substantial Completion, correct work not in compliance to the terms of the contract documentation.

## **16. EXCLUSIONS OF MAINTENANCE RESPONSIBILITIES**

The Contactor will have no responsibility to perform maintenance or repairs necessitated by: alterations performed by any parties other than the Contractor's employees or agents; improper wiring, installation or repair (except by the Contractor's employees or agents).

The Contractor will not be required to make repairs or renewals due to negligence or misuse of the machinery, equipment, or due to any other cause beyond their control except normal wear. If at the County's request, the Contractor performs such excluded services, it will be entitled to compensation on a time and materials basis. The time will be charged at a rate no higher than the lowest rate the Contractor charges on any customer in Washington or Oregon.

## **17. TIME AND MATERIALS CHARGES**

Whenever this agreement calls of work to be performed on a time and materials basis, the charges for time and materials will not be greater than the lowest rates the Contractor, at any time, charges any customer in the service area. All time and material work must be pre-approved, in writing, by the County.

The Contractor will give the County itemized statements of all time and materials used for the work, and the County will make payment according to its customary payment schedules.

## **18. UTILITY LOCATES**

If applicable, the Contractor shall comply with the provisions of RCW 19.122, Standard Specification 1-07.17, and this paragraph. The telephone number of the Cowlitz County Utilities Coordinating Council is (360) 425-2506. Relocations or adjustments of utilities for the convenience of the Contractor will be the Contractor's responsibility and at its expense.

## **19. AIR POLLUTION REGULATIONS**

The Southwest Washington Air Pollution Control Authority has adopted regulations to control the emission of contaminants into the air by sources within the Authority's jurisdiction, which includes Cowlitz County. The Contractor shall comply with all regulations and orders of such Authority.

## **20. SHORING**

If in the performance of this contract, the Contractor or any subcontractor excavates any trench to a depth in excess of four feet, the Contractor shall provide adequate safety systems for the trench excavation that comply with the requirements of the Washington Industrial Safety and Health Act, RCW 39.04.180, and with all regulations thereunder.

## **21. WARRANTY**

a) Contractor warrants that all work performed shall be free from defects in material and workmanship, shall conform to the contract documents, and shall be fit for Cowlitz County's intended purposes. If the Department determines that the work or any portion thereof fails to conform to the foregoing warranty, the Department shall give the Contractor written notice thereof and the Contractor shall then take corrective action as directed by the Department. The purpose of the corrective action will be to remedy all nonconforming work and any damage caused by the nonconforming work. The Contractor shall begin the repair or replacement within ten (10) days after receiving the notice, and shall complete the work within such reasonable time as determined by the Department. If the Contractor fails to carry out the corrective action as required by this



section, Cowlitz County may perform the corrective action with its own resources or by contract, and the Contractor shall pay all the costs thereof.

b) If other provisions of the contract documents contain different warranty requirements, the more stringent requirements shall apply.

c) No inspection, acceptance, use, or occupancy of the work, or payment for the work, shall relieve the Contractor from its warranty responsibilities.

d) The Contractor warrants good title to all materials, supplies, and equipment incorporated into the work.

e) Installation, parts, and labor shall be warranted for a period of one year from the date of Substantial Completion, as described elsewhere in this document. The contractor shall respond to a troubleshooting issue within one hour of the request. When necessary, the contractor shall have a trained service technician on site within 24 hours of the request for service.

## **22. SUBMITTALS**

### **FOR REVIEW:**

Prior to construction and installation, provide two copies of Submittals proposed to the Owner the following in a timely manner for review:

1. Product data.
2. Shop drawings.
3. Samples of selection.
4. Samples of verification.

Samples will be reviewed for limited purpose for conformance to contract specifications and design. A limited review of the Submittal for aesthetics, color and finishes.

An approved copy of the Submittal will be stamped and initialed by the Owner and returned to the contractor.

### **FOR INFORMATION:**

As needed or as warranted, provide the following as Submittals to the Owner for informational purposes:

1. Design data.
2. Certificates.
3. Test reports.
4. Inspection reports.
5. Manufacturer's instructions.
6. Manufacturer's field reports.
7. Other types as indicated.

### **FOR PROJECT CLOSEOUT:**

Provide the Owner the following as Submittals for project closeout:

1. Project record documents.
  - Submit three copies of full size prints (36" X 48") and three standard CD copies in pdf format.
  - Submit three copies all other project record documents on 8-1/2" X 11" sheets.
2. Operation and Maintenance data.
  - Submit three copies in three ring binders.
3. Warranties.
  - Submit three copies with O and M Manuals in the three ring binders.
4. Bonds.
5. Lien Releases.

6. Requirements of the State of Washington Department of Labor and Industries.
- 7.

### **23. UNIFORMITY OF EQUIPMENT & MATERIALS**

Like items of equipment and materials to be incorporated into the work shall be products of one manufacturer. The contractor shall furnish only equipment and materials currently in production by a given manufacturer. The Department will not accept equipment or materials that are obsolete or out of production except by written permission of the Department. If it is determined that used, out of current production, or obsolete materials or equipment have been installed without authorization of the Department, the contractor shall, at its own expense, assume responsibility of all costs to replace and install those materials and equipment.

### **24. SUBSTITUTION OF "EQUAL" PRODUCTS**

Unless otherwise provided, any reference in the contract documents to any product by a brand name, model, or catalog number shall be understood as establishing a standard of quality, and products equal in quality may be substituted if approved in advance by the Department. If the Contractor wishes to propose a substitution, it shall submit a written proposal to the Department, whose decision shall be final. The proposal shall identify the proposed substitute product, and the Contractor shall upon request and at its expense furnish the Department with such detailed specifications, test results, and other data as are helpful to the Department. The Department will not consider any proposed substitution if there is inadequate time available to fully evaluate the proposal. If the Department approves a substitution proposed by the Contractor, it is understood that the Contractor guarantees the substitute product to be at least equal to the specified product in terms of quality, function, performance, and reliability. If the Department later determines that the substitute product is not equal to the specified product, the Department may direct the Contractor to remove the substitute product and replace it with the specified product, and to remedy any damage caused by the use of the substitute product, all at the Contractor's expense.

### **25. CONTRACTOR USE OF SITE AND PREMISES**

The contractor must observe all security measures and monitor all employees and subcontractors for appropriate behavior. Parking and material storage will be discussed and a pre-bid walk-through of the site. Do not leave tools or material unattended. At the end of each workday, the site must be neat and clean and all tools and materials securely stored.

On site storage will be discussed at a pre-bid walk through for the project. Where material and tools storage will be located outside, the contractor will be responsible for all necessary fencing and barriers.

Site and premise use by the contractor shall permit:

1. Cowlitz County Occupancy
2. Work by Cowlitz County
3. Safe access of site and premise by the public and building occupants as required by law and Cowlitz County.
4. Emergency exiting from the building during construction. If normal emergency exiting is altered, provide appropriate exiting signs.

Time restrictions:

1. Limit activities involving excessive dust, noise or odor to hours prior to 8:30a.m. or after 5:00 p.m. or weekends. Special arrangements may be made for specific work of short duration, with advance 24 hour notice, coordinated by the County.
2. Follow construction requirements of the appropriate municipality.

## **26. TEMPORARY FACILITIES AND CONTROLS**

### TEMPORARY ELECTRICITY

1. Cost of power usage by Cowlitz County
2. When connecting to Cowlitz County facility power:
  1. Do not disrupt continuous service to the facility
  2. Conserve power
3. Provide temporary power as required in a manner compliant with code requirements
4. Permanent convenience receptacles may be used during construction.
5. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.

### TELEPHONE SERVICE

1. Contractors shall provide, maintain, and pay for telephone services, as needed.
2. County phones must not be used to receive collect calls or long distance private calls.

### COUNTY RESTROOM FACILITIES

1. County restroom facilities may be used during the course of the project.
2. Leave facility at least as clean as originally found with each use.

### BARRIERS

1. Provide adequate barriers to prevent unauthorized entry of persons into construction areas. Provide adequate barriers to prevent damage to existing facilities or adjacent buildings from construction activities.
2. Provide barricades as required by governing bodies for public right of ways.
3. As noted above, if emergency egress is altered for construction, provide adequate signage.
4. Protect plants identified to remain in place. Replace damaged plants.
5. Protect non-County owned vehicular traffic, stored materials, site, and structures from damage.

### ROOF STAGING AND STORAGE

1. When staging equipment, tools, materials and other construction related items on roof locations, use reasonable care and due caution to protect roofing, roof membrane, flashings and other roofing components from damage by construction activity. Use reasonable care and due caution to protect building structures and building equipment located on roofs from damage by construction activity.
2. Repair all damage to roof components, structures and equipment to its as-found conditions meeting applicable manufacturer and industry standards.

### FENCING AND STORAGE

1. The contractor shall be responsible of all fencing barriers and storage of construction materials and equipment outside.

### SECURITY

2. Provide security to protect existing facilities and completed work from theft, vandalism and unauthorized entry.
3. Do not proper doors open without direct observation of the door.
4. While working in and around buildings utilizing security (Hall of Justice, Jail, and Juvenile buildings) the contractor should use due caution to monitor tools, materials, and equipment at all times.

### VEHICLE ACCESS AND PARKING

1. Access routes must comply with local governing jurisdiction and the County.
2. Maintain free and unobstructed access to fire hydrants.
3. Owner will specify acceptable on-site and off-site parking.

## WASTE REMOVAL

1. The contractor shall provide all waste removal receptacles, with lids, and services relating to the execution of the project.
2. Dispose of waste of site weekly.
3. Open, free-fall chutes are not permitted. Closes chutes must empty into appropriate containers with lids.

## REMOVAL OF CONSTRUCTION UTILITIES, STRUCTURES AND CONTROLS

1. Remove all temporary construction utilities, structures and controls prior to inspection for Substantial Completion.
2. Clean and repair damage caused by construction activities.
3. Restore existing facilities used during the construction period to its original condition.

## **27. INSURANCE**

a) The Contractor shall obtain insurance coverage of the kinds and in the minimum amounts specified in this Agreement. The Contractor shall maintain such insurance throughout the term of the contract. All insurance shall be issued by one or more insurers authorized to transact insurance in the State of Washington. The insurer(s) and the policies are subject to the approval of Cowlitz County. If during the term of the contract the County determines that the insurer or the coverage is inadequate, the Contractor shall immediately and at its expense obtain replacement and/or additional coverage, as specified by the County.

b) At or before the time the Contractor delivers the signed Agreement to Cowlitz County, it shall provide the County with a certificate of insurance establishing compliance with the requirements of this paragraph. The Contractor shall at the same time provide an endorsement in the form provided in this Agreement. The endorsement must be signed by an authorized representative of the insurer(s). Any language in the certificate of insurance that conflicts with the provisions of the endorsement must be deleted. **The Contractor's insurance shall be primary and non-contributory, and, shall name those persons, found elsewhere in this document, as additionally insured for the term of the project.** Upon request, the Contractor shall promptly furnish the County with the original or a copy of any insurance policy covered by the certificate.

c) Notwithstanding any other provision of the contract documents, any failure by the Contractor to comply with any provision of this paragraph shall constitute a material breach of contract, entitling the County to immediately suspend or terminate the contract, without any liability to the Contractor.

d) Maintaining coverage in the minimum amounts required by this paragraph shall not relieve the Contractor from liability in excess of such coverage. If it appears to the County that judgments, claims, or potential claims against the Contractor may exceed the amount of available insurance, the County may withhold from payments due the Contractor such amounts as the County deems necessary to protect itself from liability.

## **28. INDUSTRIAL INSURANCE WAIVER**

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided in this agreement extends to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

## **29. INDEMNIFICATION**

The CONTRACTOR shall defend, indemnify and hold the COUNTY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this AGREEMENT, except for injuries and damages caused by the sole negligence of the COUNTY.

Should a court of competent jurisdiction determine that this AGREEMENT is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONTRACTOR and the COUNTY, its officers, officials, employees and volunteers, 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 Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this AGREEMENT.

The contractor will require each subcontractor to agree in writing to defend, indemnify, and hold harmless against all claims arising from the contractor's negligent acts and omissions, under the same terms and conditions set forth in this paragraph.

## **30. CONTRACTOR PERSONNEL**

In performing this agreement, the contractor will only use workers qualified by training and experience to do the work.

## **31. EVIDENCE OF QUALIFICATIONS**

Before an Agreement will be awarded for this project, the Owner will conduct such investigation as deemed necessary by the Owner to determine the performance record and ability of the apparent low bidder to accomplish this project. Upon request, the bidder will submit such information as is deemed necessary by the Owner to evaluate the bidder's qualifications.

## **32. INDEPENDENT CONTRACTOR**

The contractor is an independent contractor of the county. Neither the contractor nor any of its officers, employees, or agents will be deemed to be an official, employee, or agent of the county. The contractor is solely responsible for its acts and for the acts of its officers, employees, agents, and subcontractors.

## **33. SUBCONTRACTING**

The Contractor shall ensure that each subcontractor (in any tier) agrees in writing to: (a) perform its work in strict compliance with these contract documents; and (b) defend, indemnify, and hold harmless Cowlitz County (and its officials, employees, and agents) from claims and liabilities arising from the subcontractor's acts and omissions, to the same extent provided in Contract Documents for the Contractor. Upon request, the Contractor will promptly provide the County with a copy of any subcontract.

The bidder, if awarded the contract, will submit, with the signed agreement, a list of all subcontractors to be used on the project or will name itself for the work.

### **34. CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITY**

The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include substantially the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to the Contractor and all subcontractors regardless of tier.

At the time of subcontract execution, the Contractor shall meet and shall verify that each of its subcontractors meet the following bidder responsibility criteria:

- a) At the time of contract or subcontract bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
- b) Have a current state unified business identifier number;
- c) Have industrial insurance coverage for the subcontractor's employees working in Washington as required in Title 51 RCW;
- a) Have an Employment Security Department number as required in Title 50 RCW;
- b) Have an State Excise Tax registration number as required in Title 82 RCW;
- c) Have an electrical contractor license, if required by Chapter 19.28 RCW;
- d) Have an elevator contractor license, if required by Chapter 70.87;
- e) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3)

### **35. VENUE AND CHOICE OF LAW**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation will be in the courts of the State of Washington in and for the County of Cowlitz. This agreement will be governed by the laws of the State of Washington.

### **36. FORCE MAJEURE**

The contractor obligations hereunder will be suspended for the period of requisite time if the contractor is unable to perform or is delayed in its performance due to labor dispute, strike, delays in transportation, fire, acts of God, subcontractor or supplier delays or any similar cause beyond the reasonable control of the contractor.

### **37. AMENDMENTS**

No provision of this agreement may be amended or modified except by a further written document signed by the County and the contractor.

### **38. NON-WAIVER**

Any waiver by the county of one agreement provision will not constitute either a continuing waiver of that provision or a waiver of any other provision, nor will it prevent the county from thereafter requiring strict compliance with all agreement provisions.

### **39. TERMINATION FOR DEFAULT**

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of

creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the Contract is terminated for default, the Contractor will not be entitled to receive any further payments under the contract until all work called for has been fully performed. The Contractor will bear responsibility for any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

#### **40. TERMINATION FOR PUBLIC CONVENIENCE**

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor will be entitled to payment for actual work performed at the unit contract price for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment will not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during its term, whether for default or convenience, will not constitute a breach of the contract by the County.

##### **BY THE CONTRACTOR**

1. The Contractor will have the right to terminate the contract only under the circumstances and with the rights and remedies provided by RCW 60.28.080.

##### **BY THE OWNER**

The Owner may terminate the Contract for any reason listed below, if the Contractor:

1. Persistently or repeatedly refuses or fails to supply enough properly trained, skilled workers or proper material.
2. Fails to make payment to subcontractors for labor or materials respective to agreements between the Contractor and subcontractors of the project.
3. Persistently disregards laws, ordinances, or rules, regulations or orders for a public authority having jurisdiction.
4. Otherwise breaches a substantial portion of the contract documentation.

If any of the above conditions exist, the Owner may elect without prejudice to any other rights or remedies of the Owner, terminate the contract after giving seven days written notice to the Contractor and the Contractor's Surety, if any. In addition, the Owner may:

2. Take possession of the site and of all materials thereon owned by the Contractor.
3. Finish the project by any means deemed expedient by the Owner.

When the Owner terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the project is completed.

If the unpaid balance of the Contract Sum exceeds the costs of finishing the project, then such excess shall be paid the Contractor. If finishing costs exceed the unpaid balance, then the Contractor shall pay the Owner that difference. This obligation for payment shall survive the termination of the Contract.

#### **41. ENTIRE AGREEMENT**

Each party represents that it has the authority to enter into this Agreement and that the same constitutes a valid and binding obligation of each party. This Agreement constitutes the entire agreement between the parties, and any alterations or modifications thereof must be in writing, reference the agreement, and be executed by both parties.

## **42. PERFORMANCE BOND**

RCW 39.08.010 provides that on contracts of twenty-five thousand dollars (\$25,000) or less, at the option of the contractor the County may, in lieu of the bond, retain 50% of the contract amount for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later: PROVIDED FURTHER, that for contracts of one hundred thousand dollars (\$100,000) or less, the County may accept a full payment and performance bond from an individual surety or sureties: AND PROVIDED FURTHER, That the surety must agree to be bound by the laws of the State of Washington and subjected to the jurisdiction of the state of Washington.



**AGREEMENT**

**THIS AGREEMENT**, made and entered into on the date written below, between the **COUNTY OF COWLITZ**, sometimes called herein "Cowlitz County" or "County" or "Owner," and \_\_\_\_\_ called "Contractor."

**WITNESSETH:**

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

1. Cowlitz County hereby accepts Contractor's bid for the following project: **Cowlitz County corrections Camera and Control Panel Upgrade #01-2018** in accordance with the Contract Plans, Specifications and Scope of Work issued in connection with such project. The Contractor shall do all work and furnish all tools, materials, and equipment necessary to accomplish the work described herein, in accordance with and as described in the contract plan, and specifications and detailed in the Scope of Work and subject to all requirements and conditions contained within the call for bids, all of which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof. All work shall be done in good workmanlike fashion and in compliance with all applicable codes and regulations.
2. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for completing the work provided for in this contract and every part thereof.
3. Owner hereby promises and agrees with the Contractor to employ, and does employ, the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same in the sum of: \$ \_\_\_\_\_, **8.1% Washington State Sales Tax in the amount of \$ \_\_\_\_\_ for the Total Sum of \$ \_\_\_\_\_**, at the time and in the manner and upon the conditions provided for in this contract.
4. Time is of the essence of this contract. Contractor shall perform the work according to the schedule supplied to County, which is incorporated herein by this reference. The work shall be fully completed by 90 working days from receiving Notice to Proceed. Any delay in the prosecution of the work will inconvenience and be expensive to the Owner. In the event the Contractor shall fail to complete the work within the time limit or extended time limit agreed upon, liquidated damages shall be paid to Cowlitz County at the rate of One Hundred Dollars (\$100.00) per working day, until the work shall have been satisfactorily completed as provided by the Contract Documents, excepting only delay due to circumstances beyond the control of Contractor, including Acts of God, strikes, casualty, or general unavailability of materials. Any contract extension request, due to weather conditions, must be submitted to the Owner, in writing.
5. The Contractor for himself and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
6. Except as expressly provided herein, no liability shall attach to the Owner by reason of entering into this contract.

**AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**APPROVED:**

**BOARD OF COUNTY COMMISSIONERS  
OF COWLITZ COUNTY, WASHINGTON**

**VENDOR**

\_\_\_\_\_  
Joe Gardner, Chairman

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE OF PERSON AUTHORIZED TO BIND CONTRACTOR

\_\_\_\_\_  
Arne Mortensen, Commissioner

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
Dennis P. Weber, Commissioner

\_\_\_\_\_  
TITLE

ATTEST: \_\_\_\_\_  
Tiffany Ostreim  
Clerk of the Board

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

Approved as to form:

\_\_\_\_\_  
TELEPHONE NUMBER FAX NUMBER

\_\_\_\_\_  
Dana Gigler,  
Deputy Prosecuting Attorney  
Cowlitz County Prosecutor's Office

**PERFORMANCE BOND**

We, the undersigned Contractor and Surety, are jointly and severally obligated to Cowlitz County in the penal sum of \$ \_\_\_\_\_, for the payment of which sum we bind ourselves and our legal representatives and successors in accordance with the following provisions:

The Contractor has entered into or is about to enter into a contract with Cowlitz County for the following project: \_\_\_\_\_

Now, if the Contractor fully and timely performs all requirements of the contract, change orders, including all warranty provisions; and pays all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions and supplies for the above project; and defends and indemnifies Cowlitz County from all loss, damage, liability, judgments, and costs, to the extent required by the contract; then this obligation shall be void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of and consents to any contract alteration or extension of time made by Cowlitz County. Any judgment against Cowlitz County that relates to or is covered by the contract or this bond shall be conclusive against the Contractor and the Surety, not only as to the amount of damages but also as to their liability, if reasonable notice of the pendency of the suit has been given.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature\*

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\*Attach Power of Attorney

**--OR--**

RCW 39.08.010 provides that on contracts of twenty-five thousand dollars (\$25,000) or less, at the option of the contractor the County may, in lieu of the bond, retain 50% of the contract amount for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later: PROVIDED FURTHER, that for contracts of one hundred thousand dollars (\$100,000) or less, the County may accept a full payment and performance bond from an individual surety or sureties: AND PROVIDED FURTHER, That the surety must agree to be bound by the laws of the State of Washington and subjected to the jurisdiction of the state of Washington.

We, \_\_\_\_\_, the undersigned contractor, in lieu of a performance bond, and in accordance with the provisions of RCW 39.08.010, opt to forego a performance bond and allow the County to withhold 50% of the contract amount as retainage for \_\_\_\_\_ Project.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**INSURANCE COVERAGE REQUIREMENTS**  
**Certificate Requirements**

✓ INDICATES THAT TYPE OF INSURANCE IS REQUIRED

<u>TYPE OF INSURANCE</u>		<u>LIMITS OF LIABILITY</u>
		Each Occurrence
<b>GENERAL LIABILITY</b>		
✓	Comprehensive Form Bodily Injury	\$1,000,000
✓	Premises - Operations Property Damage	\$1,000,000
	Explosion & Collapse Hazard	
	Underground Hazard	
✓	Products/Completed Operations Hazard	
✓	Contractual Insurance Bodily Injury and Property Damage Combined Single Limit	\$1,000,000
✓	Broad Form Property Damage, Incl. Care, Custody Control	
✓	Independent Contractors	
✓	Personal Injury Personal Injury	\$1,000,000
<b>AUTOMOBILE LIABILITY</b>		
✓	Comprehensive Form Bodily Injury (Each Person)	\$1,000,000
✓	Owned Bodily Injury (Each Accident)	\$1,000,000
✓	Hired Property Damage OR	\$1,000,000
✓	Non-Owned Bodily Injury & Property Damage Combined Single Limit	\$1,000,000
<b>EXCESS LIABILITY</b> (Over and above automobile and general liability)		
✓	Umbrella Form Bodily Injury/Property Damage Combined	\$1,000,000 <b>OR</b>
✓	Excess Liability Gap Layer	\$1,000,000
✓	<b>WORKER'S COMPENSATION and</b>	<b>Title 51 Waiver Required</b>
✓	<b>EMPLOYER LIABILITY</b>	\$1,000,000
<b>OTHER</b>		
	Errors & Omissions (Professional Liability)	\$1,000,000

Please indicate: Claims-Made Form: \_\_\_\_\_, Occurrence Form: \_\_\_\_\_,  
 Extending Reporting Provisions Avail. \_\_\_\_\_

**The Contractor's insurance company must provide a standard certificate of insurance form showing the above required coverage and modified to conform to the following endorsement. The following endorsement must also be signed by the insurer.**

## INSURANCE COVERAGE REQUIREMENTS

### Certificate Requirements

1. The Certificate of Insurance will be returned if the modifications are not made as shown below.
2. The Contractor's Insurance shall be primary and non-contributory.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
<b>COWLITZ COUNTY FACILITIES MAINTENANCE DEPARTMENT 207 FOURTH AVENUE NORTH, ROOM 308 KELSO, WA 98626-4124</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BEFORE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	<b>AUTHORIZED REPRESENTATIVE</b>

**INSURANCE COVERAGE REQUIREMENTS**

**Endorsement Requirements**

The undersigned certifies that the policies listed on the attached Certificate of Insurance are hereby endorsed as follows:

1. Cowlitz County; the Cowlitz County Board of Commissioners; the individual members of the Cowlitz County Board of Commissioners; and all other elected or appointed officials and all agents and employees of Cowlitz County while acting in their capacity as such, shall be named as additional insured, but only as respects the contract between the above insured and Cowlitz County.
  
2. This policy (ies) shall be considered as primary and non-contributory insurance, and exclusive of any insurance carried by Cowlitz County, and the insurance evidenced by this certificate shall be exhausted first, notwithstanding the fact that Cowlitz County may have other valid and collectible insurance covering the same risk.
  
3. This policy (ies) shall not be canceled or reduced in coverage until after thirty (30) days written notice of such cancellation or reduction in coverage shall have been mailed to certificate holder.

Certified this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

By \_\_\_\_\_  
Authorized Insurance Representative

**INDUSTRIAL INSURANCE WAIVER**

**To be signed by the Contractor**

**PROJECT:**

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**CONTRACTOR:**

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With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided in this agreement extends to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

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CONTRACTOR'S AUTHORIZED REPRESENTATIVE (SIGNATURE)

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PRINTED NAME

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TITLE

---

DATE