



Board of County Commissioners
Arne Mortensen District 1
Dennis P. Weber District 2
Joe Gardner District 3

PROJECT CONDITIONS

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

SCOPE OF WORK

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.

Fingerprints and background checks. This job site is located within a medium security county jail. All contractor personnel entering into the Jail will be required to undergo and pass a background and fingerprint check prior to admission to the jobsite. The Washington State Patrol assesses a \$32.50 fee for each person undergoing the checks, for which the contractor shall be responsible. Coordinate fingerprinting the County project manager and allow two days prior notice for fingerprinting. The taking of fingerprints and background checks will be performed by qualified personnel at the Cowlitz County Sheriff's Office, located at 312 SW 1st Ave, Kelso, WA 98626.

1.1. 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.

Prevailing Wages. This is a public works project as defined by the Revised Code of Washington. As such, all established rules and regulations pertaining to Prevailing Wage shall apply. Please note that all “Intents to Pay Prevailing Wages” must be filed by the general contractor, and any subcontractors, before payment of any kind may be issued. And, that all “Affidavits of Paid Prevailing Wages” must be filed by the general contractor, and all subcontractors, before the retention payment may be released. A link to the Washington State Department of Labor and Industries, prevailing wages, is provided elsewhere in the document.

PROJECT CONDITIONS

1. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE WORK

The contractor will carefully examine the sites of the proposed work, the quotation, agreement, specifications, addenda, and agreement forms. The submission of a quotation will be conclusive evidence that the contractor 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. OWNER OCCUPANCY

All facilities will be open during course of the project. The contractor shall work in a manner to minimize impact upon normal business functions during the course of the project. The contractor shall work with facilities staff to coordinate on-site scheduling of work.

3. DEFINITIONS OF SIGNIFICANT PROJECT DATES

Contract Completion Date: This project must be fully complete 90 days from issuance of the Notice to Proceed. Work must be complete per maintenance time schedule. A “working day” is defined as Monday through Friday, 8:00 am to 5:00 pm, unless otherwise specified.

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 Certificated 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.

4. COMPLETION AND RETURN OF AGREEMENT DOCUMENTS

The successful contractor 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 the Cowlitz County Purchasing Services Department, 207 Fourth Avenue North, Rm. 100, Kelso, WA, 98626-4124. Cowlitz County may in its sole discretion extend the return date. The successful contractor must use the insurance forms and other forms provided by Cowlitz County.

5. 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.

6. OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

1. The Owner reserves the right to perform the scope of work 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.

7. 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>

8. 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.

9. 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.

10. 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.

11. 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 quotation.

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.

12. 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.

13. 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.

14. CORRECTION OF WORK AND STOP WORK

1. The Contractor will promptly correct work determined by the Owner that fails 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.

15. EXCLUSIONS OF MAINTENANCE RESPONSIBILITIES

The Contractor 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 Contractor charges on any customer in Washington or Oregon.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 48 hours of the request for service.

21. 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.

22. 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-quotation 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-quotation 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.

23. 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 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.

24. CONTRACTOR PERSONNEL

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

25. 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 contractor to accomplish this project. Upon request, the contractor will submit such information as is deemed necessary by the Owner to evaluate the contractor's qualifications.

26. 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 contractor, 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.

27. 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 contractor responsibility criteria:

- a) At the time of contract or subcontract quotation 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)

28. 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.

29. AMENDMENTS

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

30. 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.

--END OF SECTION--