

INVITATION TO BID
FORMAL BID # 2011-172
ALUMINUM STREET SIGNS, BLANKS AND RELATED SUPPLIES
KITSAP COUNTY DEPARTMENT OF PUBLIC WORKS
TRAFFIC MAINTENANCE DIVISION



**FORMAL BID 2011-172
KITSAP COUNTY DEPARTMENT OF
PUBLIC WORKS TRAFFIC MAINTENANCE DIVISION**

BID SUBMISSION DATE, TIME, LOCATION **January 12, 2012 @ 3:00 PM**

Mailing Address:

614 Division Street MS-7
Port Orchard, WA 98366

Physical Address:

Administration Building
Fourth Floor
619 Division Street
Port Orchards, WA 98366

BID OPENING TIME & LOCATION

January 12, 2012 @ 3:15 PM

KC Administration Building
Fourth Floor
Port Madison Conference Room
619 Division Street
Port Orchard, WA 98366

The Kitsap County Purchasing Office will receive sealed bids for the Public Works Department, Traffic Maintenance Division, up to 3:00 PM on Thursday, January 12, 2012. Bids will be received in the Purchasing Office located at, 619 Division Street, Port Orchard, Washington 98366. After the review process has been completed, a bid tabulation will be available for public inspection.

Prospective Bidders are hereby notified that they are solely responsible for ensuring timely delivery of their bid to the Kitsap County Purchasing Office on or before the bid submission date and time indicated above.

Additional information maybe found on the Kitsap County Web site www.kitsapgov.com. If you have questions please contact R'Lene J. Orr at 360-337-4410 or rorr@co.kitsap.wa.us.

Kitsap County reserves the right to reject any all bids and to waive informalities or irregularities.

DESCRIPTION:

The County is soliciting for the supply and delivery of Traffic Warning Signs, Blanks and related supplies to the Kitsap County Public Works Traffic Maintenance Division, Utility Annex Sign Shop. For delivery throughout 2012, F.O.B., destination. Contract period may be for a three-year period negotiated in one-year increments. There are no guaranteed minimum or maximum amounts. Bidders shall guarantee delivery within seven to 10 calendar days from notification of a shipment request, by phone, from Kitsap County Traffic Maintenance employees. All applicable government and local agency requirements apply.

NOTICE TO BIDDERS:

All bid proposals shall be accompanied by a Certificate of Liability Insurance. The successful bidder shall also be required to submit a photocopy of their valid Washington State Contractor's Registration.

Bidders must correctly prepare and submit all required documents to the Kitsap County Purchasing Office. The following documents are required for a complete bid package:

Certificate of Liability Insurance
Bid Sheet
Addendum Receipt

Every item must be complete in all respects, including authorized signatures (notarized where required). Bidders shall acknowledge receipt of all addenda in the spaces provided. Failure to include all items may be cause for the bid to be rejected as non-responsive.

The Kitsap County Purchasing Office reserves the right to reject any or all bids for good cause, to waive any irregularities in any bid, and to delete certain items listed in the bid as set forth therein. When all bids have been rejected, the Purchasing Office may call for new bids.

Bidders are advised that all bids will likely be rejected if the lowest, responsible bid received exceeds the end-user's estimate by an unreasonable amount. In the event all bids are rejected for this reason, this project will be deferred for re-advertising until a more competitive situation exists, or until the user department's requirements are reduced.

The Specifications for the proposed work may be obtained from the Kitsap County Purchasing Office at 614 Division Street, Port Orchard, Washington, or by calling R'Lene J. Orr, Purchasing Manager at 360-337-4410.

Bids received after 3:00 P.M., January 12, 2012 at will not be considered.

BID PACKAGES SHALL BE SUBMITTED in a separate envelope and sealed. The bid number and title of the project (as indicated above), the date and time of bid opening, and the name and address of the bidder shall be clearly shown on the outside of the envelope.

Mail bid documents to: ATTN: R'Lene J. Orr
 Purchasing Department, MS-7
 Kitsap County
 614 Division Street
 Port Orchard, WA 98366

If bid documents are oversized, the yellow envelope may be taped to a larger envelope or mailing box; or hand-delivered Monday-Thursday, 8:00AM to 5:00PM, to the Purchasing Office, the Kitsap County Courthouse, 614 Division street, Port Orchard, Washington. **Faxed or electronic bids will not be considered.**

Bidding/purchasing process questions may be directed to either of the following persons listed below during business hours of 8:00Am to 5:00PM, Monday-Thursday, excluding holidays:

R'Lene J. Orr, Manager	360-337-4410
Linda Nelson, Buyer	360-337-7036

The award process will be subject to any preferences provided by law pertaining to Washington projects and vendors, taking into consideration the quality of the services rendered and the quality of the materials used, and their delivery. This award process will also provide that all bids may be rejected whenever there is reason to believe that the lowest, acceptable bid is not the best possible price obtainable. At this point the Purchasing Office may call for new bids.

The Contractor, its employees, assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of disability. The Contractor, its employees, assignees, delegates and subcontractors will comply with all applicable provisions of the Americans With Disabilities Act and all regulations interpreting and enforcing such act.

The Contractor and its subcontractors, employees, agents, assignees and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.

Technical Questions

Questions regarding this project can be referred to Jeff Shea, Traffic Maintenance Division, 360-337-7035 or jshea@co.kitsap.wa.us Monday – Friday & 7:30 AM to 3:30 PM.

Cooperative Purchasing: The Washington State Inter-local Cooperative Act 39.84 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated, if all parties are willing.

Current solicitations and any addenda may be viewed by accessing the County's Procurement web site at www.wa.gov/kitsap.

Scope of Work

Traffic Warning and Directional Signs

Kitsap County Public Works is requesting the purchase of 296 warning signs (Attachment A) and 54 Street Name signs (Attachment B).

The Warning Signs shall be standard Manual on Uniform Traffic Control Devices (2009 edition)(MUTCD) signs. The sign types, sizes and colors are specified in Attachment A. Sheeting material shall be High Intensity Prismatic, Class IV. Signs shall be drilled for center post mounting.

The Street Name signs shall be fabricated in accordance with the MUTCD as amended by WAC 468-95-143. Sign legends and estimated blank sizes are specified in Attachment B. All abbreviations will be in accordance with MUTCD requirements. All words will be a combination of capital (12") and lower case (9") letters for overhead mounting. All prefixes and suffixes shall be 8" capital letters. Street Name signs shall have mounting hardware attached per WSDOT Standard Plan G-30.10-01. All Street Name signs will be submitted in graphic form before manufacture for approval.

Unless otherwise specified above, signs shall meet APWA Standard Specifications, 2010 edition.

ATTACHMENT "A"

TECHNICAL SPECIFICATIONS

SIGN TYPE	MUTCD CODE	SIZE	COLOR	QUANTITY	COST EACH
PEDESTRIAN	W11-2	30*30	B/Y	16	
ADVANCE STREET NAME (blank & sheeting)	W16-8	9*36	B/Y	10	
ADVISORY DISTANCE (blank & sheeting)	W16-2	18*24	B/Y	5	
ADVISORY SPEED (blank & sheeting)	W13-1	18*18	B/Y	62	
AHEAD	W16-9P	24*12	FYG	1	
CHEVRON ALIGNMENT	W1-8	24*30	B/Y	46	
CROSS ROAD	W2-1	30*30	B/Y	6	
CURVE LEFT	W1-2L	30*30	B/Y	7	
CURVE RIGHT	W1-2R	30*30	B/Y	6	
DEAD END	W14-1	30*30	B/Y	7	
DIAGONAL ARROW	W16-7P	24*12	FYG	1	
DOUBLE ARROW	W1-7	24*48	B/Y	8	
EMERGENCY SIGNAL AHEAD	W3-401	36*36	B/Y	2	
EMERGENCY VEHICLE	W11-8	36*36	B/Y	15	
END OF ROADWAY MARKER	OM4-3	18*18	RED	3	
HILL	W7-1B	30*30	B/Y	3	
LARGE ARROW	W1-6	24*48	B/Y	6	
LEFT TURN	W1-1L	30*30	B/Y	11	
LOW CLEARANCE	W12-2	36*36	B/Y	1	
MERGE	W4-2R	36*36	B/Y	5	
NO OUTLET	W14-2	30*30	B/Y	2	
NO SHOULDER	W8-23	36*36	B/Y	1	
RAILROAD ADVANCE	W10-1	36*36	B/Y	5	
REVERSE CURVE LEFT	W1-4L	30*30	B/Y	1	
REVERSE CURVE RIGHT	W1-4R	30*30	B/Y	1	
REVERSE TURN LEFT	W1-3L	30*30	B/Y	2	
REVERSE TURN RIGHT	W1-3R	30*30	B/Y	2	
RIGHT TURN	W1-1R	30*30	B/Y	15	
ROAD ENDS	W14-1A	30*30	B/Y	1	
SIDE ROAD	W2-2	30*30	B/Y	19	
SIGNAL AHEAD	W3-3	30*30	B/Y	5	
SPEED REDUCTION	W3-5	36*36	B/Y	1	
STOP AHEAD	W3-1A	30*30	B/Y	12	
SUPPLEMENTAL PLAQUE (blank & sheeting)	W16-7P	18*24	B/Y	2	
TRUCK CROSSING	W11-10	30*30	B/Y	4	
WINDING ROAD RIGHT	W1-5R	30*30	B/Y	2	

ATTACHMENT "B"
TECHNICAL SPECIFICATIONS

QTY	Street Name Text	Est Size (in.)	Each Price
8	Silverdale Way NW	18*102	
2	NW Bucklin Hill Rd	18*102	
2	NW Byron St	18*72	
4	Mall Entrance	18*24	
3	NW Myhre Rd	18*72	
4	Kitsap Mall Blvd NW	18*108	
2	NW Plaza Rd	18*72	
2	NW Anderson Hill Rd	18*114	
1	Provost Rd NW	18*84	
1	Old Frontier Rd NW	18*108	
2	Pine Rd NE	18*66	
2	NE Riddell Rd	18*72	
2	Jackson Ave SE	18*90	
2	SE Lund Ave	18*72	
1	Hillsboro Drive NW	18*102	
1	Tower View Cir NW	18*102	
1	NW Pinnacle Ct	18*84	
2	Mickelberry Rd NW	18*102	
8	Ridgetop Blvd NW	18*96	
2	SE Mile Hill Dr	18*84	
2	Village Lane SE	18*84	

468-95-143

Street name sign (D3-1).

Amend the fourth guidance, paragraph 07 of MUTCD Section 2D.43 to read:

In urban or suburban areas, especially where Advanced Street name signs are not used, the use of overhead Street Name signs should be considered. If overhead Street Name signs are used, the lettering should be at least 12 inch upper-case with 9 inch lower case letters where posted speeds are 40 mph or greater. For roads with posted speeds less than 40 mph, lettering should be 8 inch upper case letters with 6 inch lower case letters or greater for overhead Street Name signs. New construction should include the larger size letters for overhead signs. Internally illuminated signs may use smaller letter size.

[Statutory Authority: RCW [47.36.030](#). 11-23-101, § 468-95-143, filed 11/18/11, effective 12/19/11. Statutory Authority: Chapter [34.05](#) RCW and RCW [46.36.030](#) [RCW [47.36.030](#)]. 05-23-003, § 468-95-143, filed 11/3/05, effective 12/4/05.]

468-95-148

Event signs, banners, and decorations.

Add a new MUTCD Chapter 2O to read:

Chapter 2O, Event Signs, Banners, and Decorations

Pursuant to RCW [47.36.030](#)(3) and [47.42.020](#)(8), the department may permit signs, banners, or decorations visible to state highways that promote a local agency sponsored event in accordance with the applicable following criteria:

Standard:

A. Signs, banners, and decorations shall not interfere or obstruct the view of any traffic control device or impair the operation of transportation management systems or street illumination.

B. The sign, banner, or decoration shall not include commercial advertising as determined by the department.

C. Signs, banners, or decorations shall be mounted not less than 20 vertical feet above the roadway surface measured at any point.

D. Signs, banners, or decorations shall not be visible from Interstate highways, or other state highways having a posted speed limit of 50 miles per hour or greater.

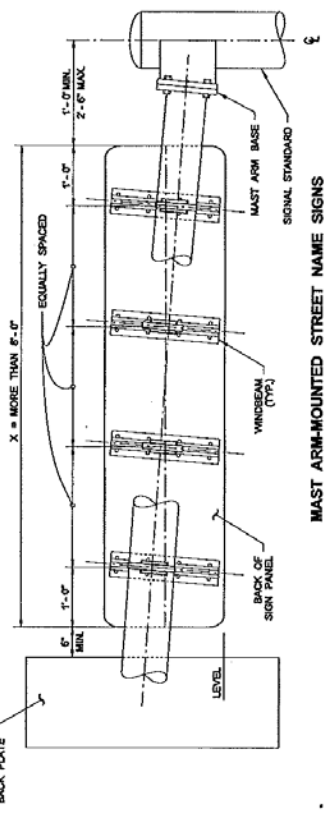
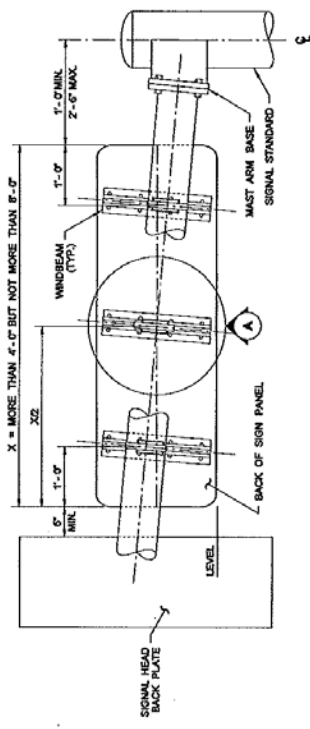
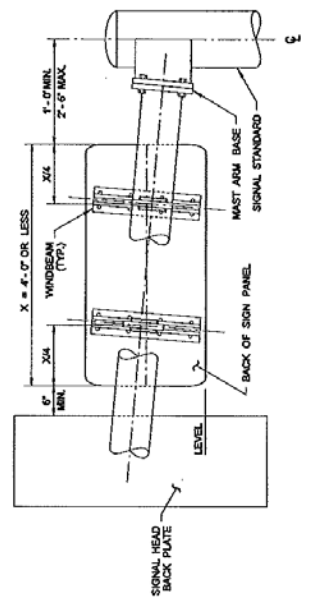
E. Signs, banners, or decorations shall be installed no more than 30 days before and removed no more than 3 days after the local agency sponsored event.

Option:

Along multi-lane state highways a sign, banner, or decoration may be mounted vertically on luminaire posts subject to meeting wind load requirements specified by the department.

[Statutory Authority: RCW [47.36.030](#). 11-23-101, § 468-95-148, filed 11/18/11, effective 12/19/11. Statutory Authority: Chapter [34.05](#) RCW and RCW [46.36.030](#) [RCW [47.36.030](#)]. 05-23-003, § 468-95-148, filed 11/3/05, effective 12/4/05.]

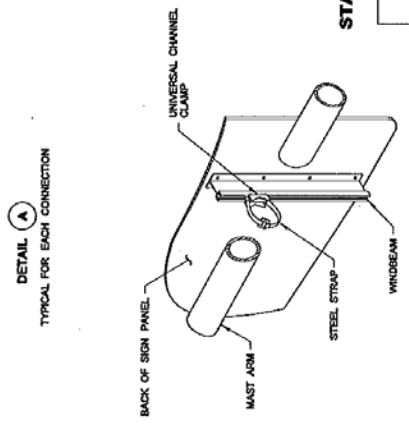
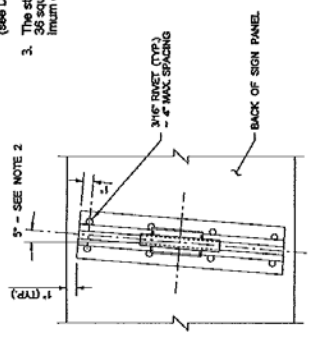
DRAWN BY: USA CYRANO



MAST ARM-MOUNTED STREET NAME SIGNS

NOTES

1. Mounting brackets with steel straps shall be a stainless steel band and buckle system product or an approved equal. Mounting brackets shall be universal channel clamps; steel straps shall be 3/4" wide and 0.030" thick.
2. All signs installed on mast arms or standards (poles) require windbeams. All signs shall be installed with horizontal edges level. A stowed sign shall be required only when the sign is mounted within 12' of the mast arm base (see Detail "A").
3. The street name sign shall be a maximum of 36" in height and the sign height is a maximum of 3 feet.



TYPICAL MAST ARM INSTALLATION



SIGN INSTALLATION ON SIGNAL AND LIGHT STANDARDS
STANDARD PLAN G-30-10-01

SHEET 1 OF 2 SHEETS
APPROVED FOR PUBLICATION
Pasco Bakotich III
06-16-11
LICENSE NO. 06-16-11
STATE OF WASHINGTON
Washington State Department of Transportation

WARNING: THIS PLAN IS A LEGAL INSTRUMENT. IT IS THE USER'S RESPONSIBILITY TO VERIFY THAT ALL DIMENSIONS AND SPECIFICATIONS ARE CORRECT AND TO OBTAIN NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES BEFORE CONSTRUCTION.

INTRODUCTION

FB 2011-172

ADDENDA RECEIPT

Receipt of the following addenda to the solicitation documents is hereby acknowledged:

<u>Addendum Number</u>	<u>Date of Receipt of Addendum</u>	<u>Signed Acknowledgement</u>
1	_____	_____
2	_____	_____
3	_____	_____

BID SHEET

The undersigned bidder proposes to provide Aluminum Street Signs, Blanks and Related Supplies throughout the 2012 year to be delivered, F.O.B., Kitsap County Public Works Utility Annex, 8600 SW Imperial Way, Port Orchard, WA 98367. Services may be continually subject to a negotiated one year extension with the concurrence of both parties for two additional years. Bidders shall guarantee delivery within seven to 10 calendar days from notification of a shipment request, by phone, from Kitsap County Public Works. No guaranteed minimum or maximum amounts.

This bid is made in accordance with the published Standard Specifications and warrants, receipt of which is hereby acknowledged, and is offered in accordance with call for bids authority by the Kitsap County Purchasing Office.

TRAFFIC & WARNING SIGNS	\$ _____
STREET NAME SIGNS	\$ _____
SUBTOTAL	\$ _____
SALES TAX (8.6%)	\$ _____
TOTAL	\$ _____

BIDDER _____
Name of Company (Type or Print)

NAME: _____

TITLE: _____

AUTHORIZED SIGNATURE: _____ (Date)

ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL ADDRESS: _____

FEDERAL IDENTIFICATION NUMBER _____

(SAMPLE CONTRACT)

CONTRACT FOR SERVICES

This Contract for Services (the Contract) is entered into by Kitsap County, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (the County) and, (the Contractor).

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on. The duration of the contract will be for one year with annual renewal options for a period of three years. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

SECTION 2. SERVICES TO BE PROVIDED

- 2.1 A description of the services to be performed by the Contractor is set forth in Exhibit A: Scope of Work, which is attached to the Contract and incorporated by this reference.
- 2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor or facilities will be furnished by the County.
- 2.3 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.4 The Contractor will confer with the County from time to time during the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

SECTION 3. CONTRACT REPRESENTATIVES

The County and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

County's Contract Representative
Contractor's Contract Representative

SECTION 4. COMPENSATION

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Exhibit B: Cost Estimate, which is attached to the Contract and incorporated by this reference.
- 4.2 The total amount payable under the Contract by the County to the Contractor in no event will exceed \$.
- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the County once a month for payment of work actually completed to date. Subject to the

other provisions of the Contract, the County generally will pay such an invoice within 30 days of receiving it.

- 4.4 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.5 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.6 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified by the Contractor and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the County.
- 5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by the County and has become effective.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

- 6.1 The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.
- 6.2 With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

- 6.3 The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

SECTION 7. INSURANCE

- 7.1 **Professional Legal Liability.** The Contractor will maintain professional legal liability or professional errors and omissions coverage appropriate to the Contractor's profession. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Contractor's services under the Contract. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Contract.
- 7.2 **Workers' Compensation and Employer Liability.** The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the Contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.
- 7.3 **Commercial General Liability.** The Contractor will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.
- 7.4 **Automobile Liability.** The Contractor will maintain automobile liability insurance as follows (check ONE of the following options):
- Not Applicable.
- The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. The aggregate limit will be at least \$2 million. Coverage will include owned, hired and non-owned automobiles.
- The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$100,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$300,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Contract and the certificates of insurance must evidence that these conditions have been met. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage will include owned, hired and non-owned automobiles.
- 7.5 **Pollution Liability** The Contractor shall carry pollution errors and omissions liability not less than two million (\$2,000,000) each loss, two million dollars (\$2,000,000) aggregate.

7.6 **Miscellaneous Insurance Provisions.**

- A. The Contractor's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
- B. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will include the County, its officers, officials, employees and agents with respect to performance of services.
- C. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will contain no special limitations on the scope of protection afforded to the County as an additional insured.
- D. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the County, its officers, officials, employees or agents.
- E. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.
- F. The Contractor will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
- G. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- H. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as a claims-made policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

7.7 **Verification of Coverage and Acceptability of Insurers.**

- A. The Contractor will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- B. The Contractor will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section within 10 days after the effective date of the Contract. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of

cancellation or changes must be amended so as not to negate the intent of this provision.

- C. The Contractor will furnish the County with evidence that the additional-insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.
- D. Certificates of insurance will show the certificate holder as Kitsap County and indicate "care of" the appropriate County office or department. The address of the certificate holder will be shown as the current address of the appropriate County office or department.
- E. The Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Kitsap County that the Contractor is currently paying workers' compensation.
- F. Written notice of cancellation or change will be mailed to the County at the following address:

Risk Management Division
Kitsap County Department of Administrative Services
614 Division Street, MS-7
Port Orchard, WA 98366
- G. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Kitsap County Risk Manager.

SECTION 8. TERMINATION

- 8.1 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. The County may terminate the Contract upon giving the Contractor 10-days' written notice. In that event, the County will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.
- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by County to the Contractor. No costs incurred after the effective date of the termination will be paid.
- 8.3 If the Contractor breaches any of its obligations under the Contract, and fails to cure the breach within 10 days of written notice to do so by the County, the County may terminate the Contract. In that event, the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the County in completing the work and all damages sustained by the County by reason of the Contractor's breach.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- 9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County.
- 9.2 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 10. INDEPENDENT CONTRACTOR

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an agent, an employee or a servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in the Contract.
- 10.2 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Kitsap County employees.
- 10.3 The Contractor will have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent or representative of the County.

SECTION 11. NONDISCRIMINATION

The Contractor, its assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

SECTION 12. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- 12.1 All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by the County. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.
- 12.2 All design work done by the Contractor will be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which will be submitted to the County upon request or at the end of the job. Should a construction project result from the work of the Contractor, the record drawings from the Contractor will be transposed onto the electronic design drawings and submitted to the County.
- 12.3 An electronic copy of all word processing documents will be submitted to the County upon request or at the end of the job using the word processing program and version specified by the County.

SECTION 13. PATENT/COPYRIGHT INFRINGEMENT

The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the County, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by the County of any notice of such claim.

SECTION 14. DISPUTES

Differences, disputes and disagreements between the Contractor and the County arising under or out of the Contract will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County's contract representative or designee. All rulings, orders, instructions and decisions of the County's contract representative will be final and conclusive.

SECTION 15. CONFIDENTIALITY

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of the County or an order entered by a court of competent jurisdiction. The Contractor will promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE

- 16.1 The Contract will be construed as having been made and delivered within the State of Washington and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 16.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

SECTION 17. MISCELLANEOUS

- 17.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 17.2 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 17.3 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representatives from assignment to perform services under the Contract upon receipt of a written request to do so from the County's contract representative or designee.
- 17.4 **Legal Compliance.** The Contractor and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.
- 17.5 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.

- 17.6 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.
- 17.7 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 17.8 **Entire Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.
- 17.9 **Notices.** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representative's provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.
- 17.10 **Survival.** Those provisions of the Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, but are not necessarily limited to, the following: Sections 6.1-6.3 (Hold Harmless and Indemnification), 8.3 (Termination), 13 (Patent/Copyright Infringement), 14 (Disputes), 15 (Confidentiality), 16.1-16.2 (Choice of Law, Jurisdiction and Venue), 17.1 (Miscellaneous – No Waiver), 17.5 (Miscellaneous – Records Inspection and Retention) and Section 17.7 (Miscellaneous – Severability).

DATED this ____ day _____, 2011. DATED this ____ day _____, 2011