REQUEST FOR PROPOSALS
2019-141

Kitsap County Public Works Department,
Solid Waste Division
for
Roofing Repairs or Replacement of Roofing System at the
Household Hazardous Waste Collection Facility

Mandatory Site Visit: By Appointment ONLY Monday, June 3, 2019 and Tuesday, June 4, 2019

Response Deadline: Tuesday, June 18, 2019 @ 3:00 p.m.

Kitsap County Public Works Solid Waste Division is requesting proposals from qualified contractors to provide either roofing repairs or to perform a full replacement of the roofing system at the Household Hazardous Waste Collection Facility, located at 5551 SW Imperial Way, Bremerton, Washington 98312.

PROJECT DESCRIPTION

Kitsap County Public Works Solid Waste Division (the County) operates a permanent Household Hazardous Waste Collection Facility (the Facility) for the collection and proper management of designated hazardous waste from residents and small businesses. Long-term water intrusion from the roof of the Facility has been occurring during times of normal rainfall, with an increase during times of heavier rainfall. The current roofing system was installed in 1995 with a coating applied approximately 10 years ago.

Kitsap County recently contracted with Wetherholt and Associates, Inc. to conduct a leak investigation of the Facility roof to determine the locations of active water intrusion and to complete a visual survey of the suspect infiltration areas. A summary of the findings from that investigation is included as Attachment A: Leak Investigation Summary.

SCOPE OF WORK

The County is seeking recommendations and roofing repair and/or replacement services from qualified contractors to provide one (1) of the following options at the Household Hazardous Waste Collection Facility:

A. Roofing repairs on identified areas of concern

B. Replacement of the roofing system in its entirety

Based on information contained in Attachment A, and assuming concurrence with those findings, proposers should provide a recommend course of action, as well as pricing information for both options. The County encourages proposers to provide information regarding the benefits and/or disadvantages of each option relevant to cost, longevity, and weather protection optimization. After review of the proposals received, the County will select a contractor to proceed with one (1) of the two options, according to the decision made by the County.
Proposers should also provide a detailed summary including a timeline for completing the project, how the project will impact Facility operations, if the Facility will need to be closed at any time during the project and, if a closure is recommended, for how long. The Facility is open to the public Thursdays, Fridays, and Saturdays. Other facility operations occur on Mondays, Tuesdays and Wednesdays but may be tailored to accommodate the project if the awarded contractor can work on those days and not work during public days of operation. Close coordination on operations impact, regardless of the selected option, is essential.

**MANDATORY SITE VISIT**

A site visit of the Household Hazardous Waste Collection Facility is required to submit a proposal for this project. Site visits will be held **by appointment only on Monday, June 3, 2019 and Tuesday, June 4, 2019**. Directions to the Household Hazardous Waste Collection Facility are provided in Attachment B.

To schedule a site visit appointment, please contact Rick Gilbert, Moderate Risk Waste Program Analyst, by email at rgilbert@co.kitsap.wa.us. Appointments will be scheduled on a first come, first served basis and will only be available on the dates listed.

A maximum of 3 representatives from each potential respondent team are authorized to attend the site visit appointment. Photographs will be allowed during the site visit appointment. The County will have a scissor lift available during each appointment to provide access to the Facility roof, if needed. Personal protective equipment (PPE), including hard hat, safety vest, and closed-toe shoes, will be required for individuals planning to access the roof. Persons accessing the roof should plan to provide their own PPE.

**RFP/SOW QUESTIONS**

All questions from each site visit appointment will be transcribed by a County representative and included in an Addendum to be published as described below. If information pertaining to the question is readily available during the appointment, the answer will be provided and transcribed for inclusion in the Addendum. If information pertaining to the question is not available during the appointment, the question will be transcribed, and the answer will be included in the Addendum.

After the completion of all site visit appointments, additional questions regarding this project can be submitted **in writing via e-mail** until **12:00 p.m. on Thursday, June 6, 2019**, and should be directed to Rick Gilbert, Moderate Risk Waste Program Analyst, at rgilbert@co.kitsap.wa.us.

Responses to all questions received at each site visit appointment and via email will be published as an Addendum to this Request for Proposals no later than **Tuesday, June 11, 2019** and posted on the Kitsap County website https://spf.kitsapgov.com/das/Pages/Online-Bids.aspx. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the vendor of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested vendor to assure that they received responses to questions if any are issued.

**NOTICE TO CONTRACTORS**

All work shall be in accordance with the plans, specifications, and other contract documents as administered by the representative of Kitsap County. Contractors for this project must comply with all applicable government and local agency requirements, including the State of Washington Prevailing Wage Rate Law (Chapter 296-127 WAC).
Workers of all contractors, subcontractors, and lower tier subcontractors on all County public work projects, as the term public works is defined by Revised Code of Washington (RCW) 39.040.010, shall be paid the “prevailing rate of wage” including “usual benefits” in kind and not by a cash payment in lieu of such usual benefits, as those terms are defined by Chapter 39.12 RCW.

The successful contractor is responsible for obtaining and completing all required forms and documents and submitting these to the proper authorities with a copy to the County. Proposers must be a licensed contractor and submit a copy of their valid Washington State Contractor’s Registration and a copy of their current Certificate of Liability insurance.

PROPOSAL REQUIREMENTS

Submitted proposal must include the following information:

- Proposal Sheet (Attachment C) showing project budget for both the roof repair option and the full roof replacement option
- Detailed Project Summary including:
  - Proposer’s roofing repair recommendation(s), as well as the benefits and/or disadvantages of each option relevant to cost, longevity, and weather protection optimization
  - Impacts to Facility operations during the project, as well as a proposed timeline, how the project will impact Facility operations, if the Facility will need to be closed at any time during the project and, if closure is recommended, for how long
- Detailed Statement of Qualifications showing the Proposer’s experience providing similar services and highlighting the Proposer’s approach to quality control for this project
- If sub-consultants will be used, identification of the proposed firm(s) and information on their experience, qualification, responsible personnel, and anticipated responsibilities
- References and contact information for at least three (3) current or former customers with service needs and/or programs similar in size and scope to Kitsap County
- Copy of the Proposer’s valid Washington State Contractor’s Registration
- Copy of the Proposer’s current Certificate of Liability Insurance showing evidence of proper insurance, including the required levels shown in Attachment D: Sample Contract
- Any additional information the Proposer feels addresses the selection criteria

SELECTION CRITERIA

Selection shall be based on the following:

1. Proposer’s approach to accomplishing the SOW and recommendation of roofing repair services, including proposed impacts to Facility operations (40 points)
2. Cost estimate as shown in Proposal Sheet (Attachment C) (30 points)
3. Proposer’s experience and qualifications on similar projects (25 points)
4. Thoroughness and clarity of proposal (5 points)
Should the County determine that interviews are desirable, up to 25 additional points may be granted based on those interviews. Ranking will be made on a total point basis of the proposal and the interview, if conducted.

PROPOSAL SUBMITTAL

Four (4) copies of the proposal must be submitted with the Request for Proposal (RFP) Number, the date and time of the response deadline and the name and address of the respondent clearly stated on the outside of the envelope.

Proposals for additional Kitsap County open bid opportunities must be submitted separately. Proposals received after the specified date and time will automatically be rejected and will not receive any further consideration. Postmarked, faxed or e-mailed proposals will not be accepted.

Please submit by mail to: OR For hand deliver, express, or courier:
Colby Wattling, Buyer Colby Wattling, Buyer
Kitsap County Purchasing Office Kitsap County Administration Building
614 Division Street, MS-7 Purchasing Office – Fourth Floor
Port Orchard, WA 98366 619 Division Street
Kitsap County Purchasing Office – Fourth Floor
619 Division Street
Port Orchard, WA 98366

Proposals will be not be accepted after 3:00 pm on Tuesday, June 18, 2019 at which time they will be recorded and forwarded to the Kitsap County Solid Waste Division. Persons with disabilities may request this information be prepared and supplied in alternate forms by calling collect to (360) 337-5777 or TTY (360) 337-5455.

All costs for proposal preparation and negotiation incurred by the proposer, whether or not they lead to execution of a contract and agreement with Kitsap County, must be borne entirely and exclusively by the proposer.

Kitsap County reserves the following rights for acceptance, modification, and/or rejection of submitted proposals such as:

1. Rejection of any or all proposals.
2. Rejection of any proposal not in compliance with proposal requirements.
3. Providing of addenda, amendments, supplementary material or other modifications to the proposal specifications.
4. Cancellation of this Request for Proposals without issuance of another Request for Proposals.
5. Issuance of subsequent requests for new proposals.
6. Request for submission of further information by the proposer in order to complete evaluation by Kitsap County.
7. Determination to select one or more proposers for attempted negotiation of a final contract(s). Decisions made by Kitsap County will be final.
ATTACHMENT A

LEAK INVESTIGATION SUMMARY

Kitsap County Household Hazardous Waste Facility Leak Investigation

for

Kitsap County Public Works
614 Division Street MS-26
Port Orchard, Washington 98366-4699
Kitsap County Public Works
614 Division Street MS-26
Port Orchard, Washington 98366-4699

Ref: Household Hazardous Waste Facility
5551 Southwest Imperial Way
Bremerton, Washington

Items of Understanding and Observations

*Household Hazardous Waste Facility*

Per the Kitsap County Assessor’s website, the building was constructed in 1970. The structure is comprised of corrugated metal panel cladding and a roof with a slope of approximately 1-inch per foot, covered with a structural metal panel with trapezoidal seams secured to metal purlins. The roof drains into externally hung gutters that empty at grade. It was indicated the roof was installed in 1995, making the roof system approximately 23-years old. A coating, displaying blisters and peeling, was reported to have been applied approximately 10-years prior to this site visit.

Fiberglass batt insulation with a laminated facer is installed under the structural panel. Areas of the facer appeared bulging and likely holding water. Some relief cuts in the facer were noted near the eave edge, reportedly administered by on-site personnel, where water pooled on the facer.
Long-term water intrusion has reportedly occurred during normal rainfall, with an increase during times of heavier rainfall. Water was noted actively dripping on the concrete floor, during the February site visit, and appeared to originate at a manually operated vented ridge cap. Additionally, pooling water on the concrete floor was noted in the north maintenance room, in proximity to a rake edge.

Ridge Vent Leak

The manually operated ridge vent is comprised of a hooded vent, with an open sky facing flange covered with a mesh screen. The vent is installed in 10-foot spans, with butted ends of the spans addressed with topically applied sealant that is peeling, cracked, or displaced and due for renewal. Some sealant application appears to have been applied more recently, as an attempted repair, likely in response to water intrusion.

Sealant, applied at the interior components at the butt ends of the 10-foot span vents, was deteriorated and displayed cracking, likely permitting water to bypass the sealant. The terminations of the vent, at the east and west edges of the roof, did not contain means to prevent water entry, and likely permit water migration to the interior, during times of wind-driven rain.

Maintenance Room Leak

Self-adhered membrane was applied at the structural metal panel traverse seams, prior to the coating application. The traverse seams displayed unadhered membrane, containing multiple voids, likely permitting water to bypass the panels at the seams.

At the north/northeast rake edge above the maintenance room, rake edge flashing is installed extending under the structural metal panel roof system. At this location, the rake edge appears to lack an upturned flange and likely allows for water running along the rake edge flashing to migrate to the building interior.

At the north eave edge, a pipe secured to a through roof penetration membrane flashing is applying pressure on the membrane flashing, likely preventing the membrane flashing from operating as intended. The mount, if in use, should be reworked to prevent damage to the penetration flashing. If the equipment on the mount is abandoned, the mount should be removed.

A number of penetrations in the cladding are unsealed and likely permit water entry. Several unsealed penetrations were noted at the northeast wall, in proximity to the maintenance room, where water intrusion was observed during the February site visit.

Discussion

Urgent Repairs

Water intrusion below the manually operated ridge vent is entering at joints in the 10-foot spans, where sealant is deteriorating and allowing water to bypass the joints. Sealant at laps should be removed, and new sealant applied and tooled, to create a seal.
Renewal of sealant, at the interior joints below the mesh screens, will involve removal of the mesh and, likely, replacement of the screen system. The ends of the ridge vent should have sealant applied, to prevent water intrusion during times of wind-driven rain.

Water is likely entering at metal panel traverse seams, where self-adhered membrane was displaying poor adhesion, resulting in open laps susceptible to water entry. The membrane should be removed, and reinforced liquid flashing membrane applied, at all the structural panel traverse seams. This will require partial removal of the coating and preparation of the metal panel system to receive the membrane, which may include abrading the surface and priming the metal panels. The manufacturer installation instructions for the selected liquid flashing membrane should be followed for proper installation.

At the northeast rake edge, sealant should be applied at the rake edge to structural panel interface, preventing water from migrating beyond the panel system and into the building interior. Sealant application, as means to prevent water entry, will require routine maintenance and should be reviewed annually, as part of the maintenance schedule.

**Maintenance Items**

Blistered and peeling coating should be removed, and new coating applied, to restore the coating system. If recoating the entire roof assembly is considered in the future, we recommend pricing a reroof option consisting of insulation infill over the metal panels, with a single-ply cover, as the costs would be similar; however, a single-ply cover would provide a more long-term assembly.

Through wall penetrations should receive sealant, where not applied, to maintain a weather tight cladding assembly. Sealant should be renewed, where found deteriorated at through wall penetrations. Sealant application as means to prevent water entry will require routine maintenance and should be reviewed annually, as part of the maintenance schedule.

The damaged laminated facer on the insulation should be restored, at the time of roof repairs.
### Photographs

#### Household Hazardous Waste Facility

<table>
<thead>
<tr>
<th>Photograph #1:</th>
<th>Photograph #2:</th>
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<tbody>
<tr>
<td>Overhead view of the roof at the Household Hazardous Waste Facility in Bremerton, Washington. The red outline indicates location of the manually operated vented ridge cap. The yellow outline indicates location of rake edge above the maintenance room, susceptible to water intrusion.</td>
<td>Active water intrusion collecting on the concrete floor. Pooling water was noted below the manually operated ridge vent and at the northeast maintenance room.</td>
</tr>
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</table>
### Photograph #3:

**View of the vented ridge cap.**

The vented ridge cap is installed in 10-foot spans, with butted joints addressed with topically applied sealant.

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### Photograph #4:

**Close up view of a butted lap joint addressed with topically applied sealant.** Sealant was deteriorated at joints and permitting water to bypass the sealant and enter at the interior.

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### Photograph #5:

**Additional view of deteriorating sealant at a butted joint.** Some sealant application appeared more recently applied, likely in response to water intrusion.

Sealant should be removed, joints prepped, and new sealant applied and foamed, to create a seal.
<table>
<thead>
<tr>
<th>Photograph #6:</th>
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<tbody>
<tr>
<td>Sealant, applied at the interior butt end joints (yellow arrow), is deteriorated and likely permits water to bypass.</td>
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<tr>
<th>Photograph #7:</th>
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<tbody>
<tr>
<td>Close up view of sealant, applied at the interior butt end joint of the ridge vent. The sealant displayed cracking and general deterioration and should be renewed. Sealant renewal will involve removal of the mesh screens, at these similar locations.</td>
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</table>

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<thead>
<tr>
<th>Photograph #8:</th>
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<tbody>
<tr>
<td>Water intrusion does not appear to be entering at mechanical curbs at this time; however, we recommend replacing all non-gasketed screws with gasketed fasteners, to promote a weather tight assembly.</td>
</tr>
</tbody>
</table>
Photograph #9:
Terminations at the west and east ends of ridge vent should be sealed, to prevent water entry during times of wind-driven rainfall.

Photograph #10:
Traverse seams in the structural metal panel system (yellow arrow) are addressed with self-adhered membrane prior to the coating, reportedly applied 10-years prior to this site visit.

Photograph #11:
Closer view of traverse seams and unadhered membrane, permitting water to migrate beyond the coating and the membrane.

This condition was noted at a number of traverse seams in the structural metal panel roof covering. This area is above the maintenance room, where water intrusion was reported.
<table>
<thead>
<tr>
<th>Photograph #12:</th>
<th>Photograph #13:</th>
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<tbody>
<tr>
<td>View of the rake edge metal at the northeast roof area, above the maintenance room.</td>
<td>The rake edge flashing does not appear to be installed with an upturned flange under the metal panel roof, allowing water migrating along the flashing to enter the building interior. Sealant should be applied at the rake edge interface (yellow arrow), to prevent water from bypassing the flashing.</td>
</tr>
<tr>
<td>Photograph #14:</td>
<td></td>
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<tr>
<td>Blisters in the coating are indicative of a coating in need of renewal.</td>
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<tr>
<td>Photograph #15:</td>
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<tr>
<td>Additional view of blisters in the coating system.</td>
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<tr>
<th>Photograph #16:</th>
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<tr>
<td>A mount, at the north roof area, is applying unintended pressure to the through roof penetration flashing. The mount should be reworked, to relieve stress on the flashing and allow it to operate as intended.</td>
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</tbody>
</table>

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<tr>
<th>Photograph #17:</th>
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<tbody>
<tr>
<td>Deteriorated sealant around through wall penetrations should be renewed, to restore the weather resistive cladding assembly.</td>
</tr>
</tbody>
</table>
Photograph #18:

Voids, at through wall penetrations, permit water to migrate beyond the cladding and enter at the building interior. Sealant should be applied at all through roof penetrations and reviewed annually, as part of the maintenance schedule.
ATTACHMENT B

DIRECTIONS TO THE KITSAP COUNTY
HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY

Directions from Tacoma
Follow WA-16 W towards Gig Harbor/Bremerton. Take LEFT exit 28 onto WA-3 S towards Belfair/Shelton. As you approach the Bremerton National Airport, exit RIGHT onto SW Barney White Road. Go straight through the stop sign and turn RIGHT at the next intersection onto Imperial Way SW. The HHW Collection Facility is on the RIGHT.

Directions from Silverdale
Follow WA-3 S towards Port Orchard. Continue on WA-3 South towards Belfair/Shelton. As you approach the Bremerton National Airport, exit RIGHT onto SW Barney White Road. Go straight through the stop sign and turn RIGHT at the next intersection onto Imperial Way SW. The HHW Collection Facility is on the RIGHT.

Directions from the Bremerton Ferry
From the ferry, follow WA-304 S and then WA-3 S towards Belfair/Shelton. As you approach the Bremerton National Airport, exit RIGHT onto SW Barney White Road. Go straight through the stop sign and turn RIGHT at the next intersection onto Imperial Way SW. The HHW Collection Facility is on the RIGHT.

PLEASE NOTE: If you miss the Barney White Road exit from WA-3 S, turn RIGHT at the next intersection (WA-3 S and Imperial Way SW). Then, turn LEFT onto Barney White Road. Take the next RIGHT onto Imperial Way SW. The HHW Collection Facility is on the RIGHT.
ATTACHMENT C
PROPOSAL SHEET

2019-XXX RFP Roofing Repairs or Replacement of Roofing System at the Household Hazardous Waste Collection Facility

The undersigned Contractor proposes to provide Kitsap County all labor, equipment, and materials to recommend and perform roofing construction, repairs, and maintenance services at the Household Hazardous Waste Collection Facility.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Roof Repairs</th>
<th>Full Roof Replacement</th>
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<tbody>
<tr>
<td>Labor, equipment, and materials, include preparatory work and project cleanup</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Debris and Waste Disposal Costs</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Sales Tax (9.0%)</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Project Total (including sales tax)</td>
<td>$</td>
<td>$</td>
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</table>

This proposal is made in accordance with the published Project Description and warrants, receipt of which is hereby acknowledged, and is offered in accordance with Invitation for Bid authority by the Kitsap County Purchasing Office.

Proposer

Company Name (Print)

Company Address

City, State Zip Code

Phone

Fax

Company Tax ID Number

Contact Person

Name (Print)

Signature

Title

Email

Date
ATTACHMENT D

DRAFT CONTRACT

SMALL WORKS ROSTER PUBLIC WORKS CONTRACT

THIS CONTRACT is entered into in duplicate originals between Kitsap County, a Washington State political subdivision, having its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter called the “County,” and _________ a _________ located at _________ hereinafter called the “Contractor.”

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. **DURATION OF CONTRACT**

   The term of this Contract shall commence upon the effective date set forth below. The Contractor shall substantially complete all work required under this Contract within a period of _________ working days from the Start Date stated in the written Notice to Proceed referenced in Section 7. Final completion and closeout of this Contract shall occur _________ working days after timely substantial completion, except as provided in Section 6 below. Time is of the essence in the performance of this Contract.

2. **DESCRIPTION OF THE WORK**

   a. The Contractor shall do all work necessary to complete _________ in accordance with the Scope of Work, attached hereto as Attachment “A” and made a part hereof by this reference.

   b. The Contractor shall do all work and furnish and pay for all materials, equipment, and labor in accordance with the attached Project Documents, including, but not limited to any drawings, specifications, and any addenda thereto, all terms and conditions in the Call for Proposals for Small Works and any Instructions to Proposals, and the Contractor’s proposal. A list of documents considered to be Project Documents is attached hereto as Attachment “B,” which Project Documents are made part hereof and incorporated by this reference. Further, the Contractor shall perform any alterations in or additions to the work covered by this Contract, and any extra work which may be ordered as provided for in this Contract if requested to do so by the County pursuant to Section 11.

   c. The Contractor, and any persons employed by the Contractor, shall use its best efforts to perform the services rendered under this Contract in a professional manner and in accordance with the usual and customary practice, professional care and standard industry practice required for services of the type described in this Contract.

   d. The Contractor shall complete its work required under this Contract in a timely manner and in accordance with the schedule agreed to by the parties.

   e. From time to time during the progress of the work hereunder, the Contractor shall confer with the County. The Contractor shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.
3. **CONTRACT AMOUNT**

The County hereby agrees to pay the Contractor in the amount of $_________, according to the Contractor’s proposal (including accepted alternates), at the time and manner and upon the conditions provided for in this Contract.

4. **PREVAILING WAGE**

a. Pursuant to RCW Chapter 39.12 and WAC 296-127, the Contractor shall pay not less than the prevailing rate of per diem wages to its employees and provide documentation to the County of its compliance with prevailing wage laws and regulations. A copy of such prevailing rates of per diem wages shall be posted by the Contractor at the work site.

b. For contracts greater than $2,500, a “Statement of Intent to Pay Prevailing Wages” (hereinafter “Statement of Intent”) must be submitted to and approved by the State Department of Labor and Industries prior to beginning work by the Contractor. If the Contract is more than $10,000, the Statement of Intent shall include the Contractor’s registration number, the prevailing wage for each classification of workers, and an estimate of the number of workers in each classification. An ‘Affidavit of Wages Paid’ must be submitted to and approved by the State Department of Labor and Industries by the Contractor prior to release of the retained percentage. Copies of these documents shall be provided to the County prior to any payment being made to the Contractor. The fee for each of these documents shall be paid by the Contractor.

c. For contracts $2,500 or less, the Contractor may submit the Statement of Intent to the County directly without the approval by the Washington State Department of Labor & Industries. Upon final acceptance of the work, the Contractor shall submit an “Affidavit of Wages Paid” to the County. Once it is received, the County may pay the Contractor in full including those funds the County would otherwise retain under RCW Chapter 60.28.

5. **PAYMENT**

a. At monthly intervals, unless determined otherwise by the County, the Contractor shall submit to the County an invoice or billing statement. Within thirty (30) calendar days of receiving an invoice or billing statement, the County shall pay ninety-five (95) percent of the invoice if such invoice or statement is acceptable to the County. Five (5) percent of the invoice or statement amount shall be retained in accordance with RCW Chapter 60-28. No invoice or billing statement will be paid until all schedules for the previous month have been met and other documentation required by the Project Documents have been submitted. If the Contractor has signed a letter of acceptance of fifty (50) percent payment in lieu of Performance and Payment Bond, each and every progress payment will be reduced accordingly by fifty (50) percent.

b. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten (10) working days following notice from the County, then, in its sole discretion and upon written notice to the Contractor, the County may withhold any and all monies due and payable to the Contractor without penalty until such failure to perform is cured or otherwise adjudicated.
c. Unless otherwise provided for in this Contract or any of the Project Documents, the Contractor will not be paid for any billings or invoices presented for payment prior to the execution of this Contract and the Notice to Proceed or for work performed after the Contract’s termination.

d. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract or the Project Documents.

6. PERFORMANCE AND PAYMENT BOND AND RETAINED PERCENTAGE

a. Pursuant to RCW Chapter 39.08, the Contractor shall make, execute, and deliver to the County a performance and payment bond for the contract amount of $_________. This bond shall also cover any and all approved change orders. The bond must be submitted within ten (10) days after notice of the award, exclusive of the day of notice. If the bidder to whom the contract is awarded fails to enter into the contract and provide the performance bond as required the amount of the bid deposit will be forfeited to the county and the contract awarded to the next lowest and best bidder.

For contracts of $25,000 or less (including WSST), at the option of the Contractor, prior to the commencement of work, the Contractor may request in writing that, in lieu of the performance and payment bond, the County retain fifty (50) percent of the contract amount for a period of thirty calendar days after the date of final acceptance, or until receipt of all necessary releases from the Department of Labor and Industries and Department of Revenue and settlement of any liens filed under RCW Chapter 60.28, whichever is later.

b. In accordance with RCW Chapter 60.28, the County shall release any retained percentage withheld in the manner set forth in Section 5a., if after sixty (60) calendar days of final completion and acceptance of all contract work, no liens or claims are filed against the project, and after receipt of the Department of Revenue’s Certificate designating taxes due or to become due are discharged and receipt by the County of an “Affidavit of Wages Paid.” For contracts $2,500 or less, the County may release the retained percentage prior to the expiration of the sixty-day waiting period if the Contractor has completed all work and provided the County with an “Affidavit Of Wages Paid” as provided in Section 4.c. herein.

c. Neither the County nor the County’s Representative shall have an obligation to pay or ensure the payment of money to any subcontractor except as may otherwise be required by law.

7. NOTICE TO PROCEED

The County shall issue a Notice to Proceed after the execution of the Contract and receipt of all necessary required documents, including, where applicable, Performance and Payment Bond (or 50% letter if contract amount, including WSST, is $25,000 or less), a copy of insurance policies and/or any and all Certificates of Insurance and Additional Insured Endorsements. The Notice to Proceed shall provide the Start Date.

8. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties’ Contract Representatives are as follows:
a. For Contractor:
   Name and Title of Representative:
   Address:
   Telephone Number:
   E-mail Address:

b. For County:
   Name and Title of Representative:
   Address:
   Telephone Number:
   E-mail Address:

All instructions, modifications, and changes to the Contract shall be conveyed to the Contractor through the Owner’s Representative. Any work executed upon the direction of any person or entity other than the Owner’s Representative may be considered defective and will be performed without reimbursement for said work to the Contractor. The Owner’s Representative shall have the authority to reject any and all nonconforming or defective work under the Project Documents.

9. **HOLD HARMLESS AND INDEMNIFICATION**

a. The Contractor shall 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, but not limited to, 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 performance of the work rendered under this contract by the Contractor, its employees, agents, or subcontractors or anyone for whose acts any of them may be liable; PROVIDED, HOWEVER, that the Contractor’s obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents; and PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the Contractor’s obligations hereunder shall apply only to the percentage of fault attributable to the Contractor, its employees, agents, or subcontractors.

b. In any and all claims 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 shall 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 Worker’s Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto 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 shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder.

c. The Contractor’s obligations hereunder shall 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.
10. **INSURANCE**

a. **Workers' Compensation and Employer's Liability:** The Contractor shall maintain workers' compensation insurance, as required by Title 51, RCW, and shall provide evidence of coverage to the Kitsap County Risk Management Division. If this contract is over $50,000, then the Contractor shall also maintain Employees Liability Coverage with a limit of not less than $1 million.

b. **Commercial General Liability:** The Contractor shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than $1 million per loss. The general aggregate limit shall apply separately to this Contract and shall be not less than $2 million.

The Contractor will provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this 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.

c. **Automobile Liability:** If applicable, the Contractor shall maintain automobile liability insurance to be described as follows:

   **X** The Contractor shall maintain Business Automobile Liability insurance or equivalent form with a limit of not less than $1,000,000.00 each accident combined Bodily Injury and Property Damages and an aggregate limit of at least $2,000,000.00. Coverage shall include owned, hired and non-owned automobiles. - OR -

   **d. Other Insurance Provisions:**

   (1) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.

   (2) If applicable, the Contractor's Commercial General Liability insurance and Automobile Liability insurance shall include the County, its officers, officials, employees and agents with respect to performance of work under this Contract.

   (3) If applicable, the Contractor's Commercial General Liability insurance and Automobile Liability insurance shall contain no special limitations on the scope of protection afforded to the County as an additional insured.

   (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.

   (5) The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.

The Contractor shall maintain all required policies in force from the time work commences until work is completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

e. **Verification of Coverage and Acceptability of Insurers:** The Contractor shall 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.

(1) The Contractor shall furnish the County with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section within ten (10) calendar 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 will not be canceled, allowed to expire, on thirty (30) calendar 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 shall be altered so as not to negate the intent of this provision.

(2) The Contractor shall 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.

(3) Certificates of Insurance shall show the Certificate Holder as Kitsap County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.

(4) The Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Kitsap County that Contractor is currently paying Workers Compensation.

(5) Written notice of cancellation or change shall be mailed to the County at the following address:

Risk Manager Division  
Department of Administrative Services  
614 Division Street, MS-7  
Port Orchard, WA 98366

(6) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Kitsap County Risk Manager.
11. **CHANGES IN WORK**

a. The County may, at any time, without notice to the Contractor's surety, order additions, deletions, revisions, or other changes in the work. The Contractor agrees to fully perform any such changes in the work. The Contractor shall proceed with the work upon receiving a written change order approved by the County, or an oral order from the County before actually receiving the written change order. All such changes in the work shall be incorporated into the Contract documents through the execution of change orders. If any change hereunder causes an increase or decrease in the Contractor's cost of, or time required for, the performance or any part of the work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly. Change Orders shall not be used to materially alter the Scope of Work.

b. If the Contractor intends to assert a claim for an equitable adjustment hereunder, it shall within ten (10) days after receipt of a written change order from the County, submit to the County a written statement setting forth the general nature and monetary extent of such claim. The Contractor shall supply such supporting documents and analysis for the claims as the County may require in order to determine if the claims and costs have merit. No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.

c. If the County and the Contractor are unable to reach agreement on the terms of any change to the work, the Contractor shall pursue resolution of the disagreement pursuant to Section 18.

12. **TERMINATION**

a. The County may terminate this 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 this Contract upon giving ten (10) calendar days written notice by Certified Mail to the Contractor. In that event, the County shall pay the Contractor for all cost incurred by the Contractor in performing the Contract up to the date of such notice. Payment shall be made in accordance with Sections 5 and 6 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the County may summarily terminate this Contract notwithstanding any other termination provision of this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the County to the Contractor. After the effective date, no charges incurred under this Contract are allowable.

c. Termination of this Contract shall not relieve the Contractor of any responsibilities under the Contract for work performed. Nor shall termination of the Contract relieve the Surety or Sureties of obligations under the Performance and Payment Bond or any Retainage Bond for work performed.

d. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) calendar days of written notice to do so by the County, the County may terminate this Contract, in which case the County shall pay the Contractor only for the costs of work performed and accepted by the County, in accordance with Sections 5 and 6 of this Contract. Upon such termination, the County, at its discretion, may obtain performance of
the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in completing the work and all damage sustained by the County by reason of the Contractor’s breach.

13. **ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

a. The Contractor shall perform the terms of the contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County.

b. 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 this Contract.

14. **NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

15. **INDEPENDENT CONTRACTOR**

a. The Contractor shall perform this Contract as an Independent Contractor and not as an agent, employee or servant of the County. The Contractor specifically has the right to direct and control Contractor’s own activities in providing the agreed work in accordance with the specifications set out in this Contract and the Project Documents.

b. The Contractor acknowledges that payment for work performed under this Contract does not include 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.

c. The Contractor shall 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 shall be or deem to be or act or purport to act as an employee, agent, or representative of the County, unless otherwise directed by the terms of this Contract.

d. The Contractor shall pay for all taxes, fees, licenses, or payments required by Federal, State or local law which are now or may be enacted during the term of this Contract.

e. The Contractor agrees to immediately remove any of its employees or agents from assignment to perform work under this Contract upon receipt of a written request to do so from the County’s contract representative or designee.

16. **COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.
17. NONDISCRIMINATION

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

18. DISPUTES

a. Questions or claims regarding meaning and intent of this Contract or arising from this Contract, shall be referred by the Contractor in writing to the County’s Contract representative or designee within ten (10) days of the date in which the Contractor knows or should know of the question or claim.

b. In the event the Contractor disagrees with any determination or decision of the County’s Contract Representative, the Contractor shall, within fifteen (15) days of the date of such determination or decision, appeal the determination or decision in writing to the Director of the department. Such written notice or appeal shall include all documents and other information necessary to substantiate the appeal. The Director will review the appeal and transmit a decision in writing to the Contractor within thirty (30) days from the date of receipt of the appeal. Failure of the Contractor to appeal the decision or determination of the County’s Contract Representative within said fifteen (15) day period will constitute a waiver of the Contractor’s right to thereafter assert any claim resulting from such determination or decision. Appeal to the Director shall be a condition precedent to litigation hereunder.

c. Absent agreement to alternative dispute resolution, all claims, counterclaims, disputes and other matters in question between the County and the Contractor that are not resolved between the County’s Contract Representative and the Contractor will be decided in the Superior Court of Kitsap County, Washington.

d. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the County’s Contract Representative. Failure to comply with the time deadlines set out in this section as to any claim shall operate as a release of that claim and a presumption of prejudice to the County.

19. CHOICE OF LAW, JURISDICTION, AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.
20. **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 this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

21. **SEVERABILITY**

   a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

   b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said Provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

22. **ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

23. **MODIFICATION**

All amendments or modifications shall be in writing, signed by both parties, and attached to this Contract.

24. **NOTICES**

Any notices shall 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 Section 8. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

25. **INSPECTION**

The County shall have the right (a) to inspect and obtain copies of all written licenses, permits, or approvals issued by any governmental entity or agency to the Contractor, its delegates, or subcontractors, which are applicable to the performance of this Contract; and (b) to inspect all work and materials for conformity with the Contract terms. The Contractor shall be responsible for ensuring the work and materials conform to the Contract terms even if the County conducts an inspection of the same.

This Contract is executed by the persons signing below who warrant that they have the authority to execute the Contract. The parties to this Contract have executed this Contract to take effect as of the date written below.