



**INFORMAL BID
2020-132**

KITSAP COUNTY FACILITIES MAINTENANCE

Kitsap County Juvenile and Family Court Services Building Shower Tile Replacement

RESPONSE DEADLINE: Wednesday, September 16, 2020 @ 3:00 PM

MANDATORY SITE VISIT: Wednesday, September 9, 2020 @ 9:00 AM

**Kitsap County Juvenile and Family Court Services Building
1338 SW Old Clifton Road, Port Orchard, WA 98366
Meet at building entrance**

The Kitsap County Purchasing Office is soliciting bids from qualified contractors for the removal/disposal of existing shower tiles and installation of new tiles. Project consists of removing tile in (4) Pods with (2) showers per Pod. This includes the demolition, clean up, disposal and preparation for new tile installation including waterproofing and shower pan repairs as necessary. Contractor will be responsible for prepping and cleaning surface prior to installation of Tile. Grout shall be sealed according to manufacture requirements.

DETAILED DESCRIPTION OF WORK:

Ground Floor and Mezzanine showers can be worked on concurrently. Proposed tiles need to match as close as possible to the existing 1"x 1" tiles, 1"x1" bullnose should be used where appropriate. If 1"x1" bullnose tiles are not available, 2"x 2" bullnose tiles can be substituted. All tile colors and size substitutions shall be subject to the approval of Kitsap County's representative prior to installation.

All necessary plumbing repairs will be completed by Kitsap County Facilities Maintenance staff.

This work must be completed no later than 12/15/2020.

All workers will be subject to background check.

BIDS MUST BE submitted separately. The bid number, the date and time of the response deadline, and the name and address of the respondent shall be clearly shown on the outside of the envelope. **Two (2) copies of the proposal must be provided.**

Please submit by mail to: OR
MAILING ADDRESS
Vicki Martin, Buyer
Kitsap County Purchasing Office
614 Division Street, MS-7
Port Orchard, WA 98366

Hand deliver to:
PHYSICAL ADDRESS
Vicki Martin, Buyer
Kitsap County Administration Building
Purchasing Office – Fourth Floor
619 Division Street
Port Orchard, WA 98366

Proposal/purchasing process and project questions may be directed to Vicki Martin at 360-337-4788 or vmartin@co.kitsap.wa.us Monday-Friday, 8:00am to 4:30 pm, excluding holidays.

Notice to Bidders:

Workers of all contractors, subcontractors and lower tier subcontractors on all County public work projects, as the term public works is defined by 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 government forms and permits and submitting them to the proper authorities. Proposers must be a licensed contractor and must submit a photocopy of their valid Washington State Contractor's Registration and a copy of their Certificate of Liability Insurance.

All work shall be in accordance with plans, specifications, and contract documents and administered by the Kitsap County Project Manager or their designee. Contractors for this work project must comply with all applicable government and local agency requirements, including the Davis Bacon Act or Washington State Prevailing Wage Laws, whichever is higher.

To Submit with Bid

In addition to the bid proposal sheet, the contractor is required to submit the following:

- County Bid Proposal
- Signed acknowledgment of receipt of all addendum
- Attachment A: Disclosure of Background Information
- Certificate of Liability Insurance
- Certificate of Contractor's Registration
- Certification of Compliance with Wage Payment Statutes
- Bid Bond in an amount equal to five percent (5%) of submitted bid **or**:
 - Certified check
 - Cashier's check

Questions regarding the bid process may be directed to Vicki Martin, at 360-337-4788 or vmartin@co.kitsap.wa.us or purchasing@co.kitsap.wa.us, Monday – Friday, 8:00 AM to 4:30 PM.

All bid proposals shall be accompanied by a bid bond deposit of 5% of the total bid to be received in the form of a surety bond, certified check, or cashier's check. Should the successful bidder fail to enter into such contract and furnish a "performance bond" meeting necessary requirements within the time of contract signing, the bid bond deposit shall be forfeited.

For contracts of one hundred fifty thousand dollars or less, at the option of the contractor the County may, in lieu of the performance bond, retain ten percent (10%) of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens. See RCW 39.08.010.

Contract Binding Option:

_____ Surety Bond (Performance Bond)

_____ Retain 10% of Contract Amount per RCW 39.08.010

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 opening date and time.

Bid proposals shall be completely sealed in an envelope, properly addressed as stated above, with the name and address of the bidder and the name of the project plainly written on the outside of the envelope.

The Kitsap County Purchasing Office reserves the right to reject any or all responses for good cause, to waive any informality in any response and to delete certain items listed in the informal bid as set herein

Bids received after 3:00 PM, September 16, 2020 will not be considered.



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (XX/XX/2020), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

ATTACHMENT A: DISCLOSURE OF BACKGROUND INFORMATION

Pursuant to RCW 43.43.830 - 43.43.845, Kitsap County Juvenile and Family Court Services (KCJFCS) policy, and chapter 388-06B WAC, Kitsap County is required to investigate convictions, pending charges, and civil adjudications when there may be unsupervised access with youth or vulnerable adults (as defined in Chapter 74.34 RCW). The information provided and obtained will be kept confidential. A conviction for any offense identified below or as provided by law may be permanently or temporarily disqualifying.

Civil adjudications mean judicial or administrative adjudicative proceedings that result in a finding of, or upholds an agency finding of, domestic violence, abuse, sexual abuse, neglect, abandonment, violation of a professional licensing standard regarding a child or vulnerable adult, or exploitation or financial exploitation of a child or vulnerable adult under any provision of law, as provided in RCW 43.43.830.

Permanent Disqualifying Offenses Chart A

Abandonment of a child	Indecent exposure/Public indecency (felony)
Abuse or neglect of a child	Indecent liberties
Arson	Kidnapping
Assault 1	Luring
Assault 2	Malicious explosion 1
Assault 3 Domestic Violence	Malicious explosion 2
Assault 4 violation of RCW 9A.36.041(3)	Malicious harassment
Assault of a child	Malicious placement of an explosive 1
Child buying or selling	Manslaughter
Child molestation	Murder/Aggravated murder
Commercial sexual abuse of a minor/Patronizing a juvenile prostitute	Possess depictions of minor engaged in sexual conduct
Communication with a minor for immoral purposes	Rape
Controlled substance homicide	Rape of child
Criminal mistreatment	Registered sex offender
Custodial interference	Robbery
Custodial sexual misconduct	Selling or distributing erotic material to a minor
Dealing in depictions of minor engaged in sexually explicit conduct	Sending or bringing into the state depictions of a minor
Domestic Violence (felonies only)	Sexual exploitation of minors
Drive-by shooting	Sexual misconduct with a minor
Endangerment with a controlled substance	Sexually violation of human remains
Extortion 1	Use of machine gun in a felony
Harassment Domestic Violence	Vehicular assault
Homicide by abuse	Vehicular homicide (negligent homicide)
Homicide by watercraft	Violation of child abuse restraining order
Incendiary devices (possess, manufacture, dispose)	Violation of civil anti-harassment protection order
	Violation of protection/contact/restraining order
Incest	Voyeurism

Temporary Disqualifying Offenses Chart B (5 or more years)

Abandonment of a dependent person not against a child	Identity theft
	Leading organized crime
Assault 3 not Domestic Violence	Malicious explosion 3
Assault 4/simple assault	Malicious placement of an explosive 2
Burglary	Malicious placement of an explosive 3
Coercion	Malicious placement of imitation device 1
Custodial assault	Patronizing a prostitute
Extortion 2	Possess explosive device
Forgery	Promoting pornography

Harassment	Promoting prostitution 1
Promoting prostitution 2	Unlawful use of building for drug purposes
Promoting suicide attempt	Violation of Imitation Controlled Substance Act (manufacture/deliver/intent)
Prostitution	
Reckless endangerment	Violation of Uniform Controlled Substance Act (manufacture/deliver/intent)
Residential burglary	
Stalking	Violation of the Uniform Legend Drug Act (manufacture/deliver/intent)
Theft	
Theft of a motor vehicle	Violation of the Uniform Precursor Drug Act (manufacture/deliver/intent)
Theft from a vulnerable adult	
Unlawful Imprisonment	

- A. Permanently Disqualifying Offenses - Unsupervised Access to Children: Any crime listed in Chart A or any in-state, out-of-state, or federal conviction for an offense that would be disqualifying for unsupervised access to children or vulnerable adults under Washington state laws.
- B. Temporarily Disqualifying Offenses: (If less than 5 years from conviction): Any crime listed in Chart B or any in-state, out-of-state, or federal conviction for an offense that would be disqualifying under Washington state laws. After five years, an overall assessment of the person's character, competence, and suitability to have unsupervised access will determine denial.
- C. Additional Disqualifying Factors: 1) Pending criminal matters, in state or out; 2) current probation or parole; 3) currently under the jurisdiction of a court, including, but not limited to, such civil actions as no contact and restraining orders; 4) a conviction (federal or any state) that would disqualify you for no less than 5 years from having unsupervised access to children; 5) a conviction for any equivalent crime in another jurisdiction (federal or any state); and 6) any crime herein as renamed in the future; and 7) crimes with DV or sexual motivation allegation
- D. Please answer yes or no to the questions below. If you answer yes to any question, in the section provided below all information requested.
1. Have you ever been convicted of a crime included in Chart A, Permanent Disqualifying Offenses, above? No Yes If yes, describe below in section E.
 2. Have you ever been convicted of crime included in Chart B, Temporary Disqualifying Offenses? No Yes If yes, describe below in Section E.
 3. Have you ever been convicted of a crime not included in Chart A or Chart B? No Yes If yes, describe below in Section E.
 4. Do you have charges (pending) against you for any crime? No Yes If yes, describe below in Section E.
 5. Has a court or state agency ever issued you an order or other final notification stating that you have sexually abused, physically abused, neglected, abandoned, or exploited a child, juvenile, or vulnerable adult? No Yes If yes, describe below in Section E.
 6. Has a government agency ever denied, terminated, or revoked your contract or license for failing to care for children, juveniles, or vulnerable adults; or have you ever given up your contract or license because a government agency was taking action against you for failing to care for children, juveniles, or vulnerable adults? No Yes If yes, describe below in Section E.

I CERTIFY UNDER PENALTY OF PERJURY that I am the person identified above and the information provided by me on this form is true, correct and complete. I agree to provide Kitsap County my fingerprints annually, if requested, and authorize Kitsap County to conduct a background check on me with any governmental agency or law enforcement agency and release the results to Kitsap County. I understand that my position/contract with Kitsap County, and the continuation of any existing position/contract, is conditional upon the receipt of a satisfactory background report. I understand that any misrepresentation or omission on this form may result in my immediate disqualification from consideration for any position/contract opportunities with the County now and in the future. I understand a copy of the report will be made available to me upon request.

Print Full Name: _____

Signature: _____

Date: _____

I signed this document while in _____, Washington
(City or Town)



Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: Rose Environmental
Address: 6715 Greenwood Ave. N
Seattle, WA 98107

Batch #: 2014596.00

Client Project #: 10996-KCJD Bath

Date Received: 8/28/2020

Samples Received: 3

Samples Analyzed: 3

Method: EPA/600/R-93/116

Attention: Mr. Martin Rose

Project Location: N-A

Lab ID: 20095575

Client Sample #: KCJD-A1

Location: N-A

Layer 1 of 4	Description: Grey speckled brittle glazed material			
	Non-Fibrous Materials:	Other Fibrous Materials:%		Asbestos Type: %
	Ceramic/Binder, Mineral grains	None Detected ND		None Detected ND
Layer 2 of 4	Description: Brown brittle granular material			
	Non-Fibrous Materials:	Other Fibrous Materials:%		Asbestos Type: %
	Binder/Filler, Mineral grains	Cellulose <1%		None Detected ND
Layer 3 of 4	Description: White brittle granular material with debris			
	Non-Fibrous Materials:	Other Fibrous Materials:%		Asbestos Type: %
	Binder/Filler, Mineral grains, Debris	Cellulose 2%		None Detected ND
Layer 4 of 4	Description: Off-white rubbery mastic			
	Non-Fibrous Materials:	Other Fibrous Materials:%		Asbestos Type: %
	Mastic/Binder, Fine grains	Cellulose 3%		None Detected ND

Lab ID: 20095576

Client Sample #: KCJD-A2

Location: N-A

Layer 1 of 4	Description: Off-white speckled brittle glazed material			
	Non-Fibrous Materials:	Other Fibrous Materials:%		Asbestos Type: %
	Ceramic/Binder, Mineral grains	None Detected ND		None Detected ND
Layer 2 of 4	Description: Dark grey brittle granular material			
	Non-Fibrous Materials:	Other Fibrous Materials:%		Asbestos Type: %
	Binder/Filler, Mineral grains	Cellulose <1%		None Detected ND
Layer 3 of 4	Description: White brittle granular material with debris			
	Non-Fibrous Materials:	Other Fibrous Materials:%		Asbestos Type: %
	Binder/Filler, Mineral grains, Debris	Cellulose 2%		None Detected ND

Sampled by: Client

Analyzed by: Hannah Pangrcic

Date: 08/31/2020

DRAFT

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government.



Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: Rose Environmental
Address: 6715 Greenwood Ave. N
Seattle, WA 98107

Batch #: 2014596.00
Client Project #: 10996-KCJD Bath
Date Received: 8/28/2020
Samples Received: 3
Samples Analyzed: 3
Method: EPA/600/R-93/116

Attention: Mr. Martin Rose
Project Location: N-A

Layer 4 of 4	Description: Peach rubbery mastic			
	Non-Fibrous Materials:	Other Fibrous Materials:%		Asbestos Type: %
	Mastic/Binder, Fine grains	Cellulose 2%		None Detected ND

Lab ID: 20095577 **Client Sample #: KCJD-A3**
Location: N-A

Layer 1 of 1	Description: Grey brittle cementitious material with black crumbly fibrous material			
	Non-Fibrous Materials:	Other Fibrous Materials:%		Asbestos Type: %
	Cement/Binder, Mineral grains, Fine particles	Synthetic fibers 4%		None Detected ND
		Cellulose 1%		

Sampled by: Client

Analyzed by: Hannah Pangrcic

Date: 08/31/2020

DRAFT

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government.

CHAIN of CUSTODY SAMPLE LOG

2014596

Client Rose Environmental
 Street 6715 Greenwood Ave. N
Seattle, WA 98107

NVL Batch Number _____
 Client Job Number 10996 - KCJD BATH
 Total Samples 3

Project Manager Mr. Martin Rose
 Project Location _____

Turn Around Time 1 Hr 6 Hrs 3 Days 10 Days
 2 Hrs 1 Day 4 Days
 4 Hrs 2 Days 5 Days

Please call for TAT less than 24 Hrs

Email address roseenv@gmail.com

Phone: (206) 679-0699 Fax: (206) 279-1756

<input type="checkbox"/> Asbestos Air	<input type="checkbox"/> PCM (NIOSH 7400)	<input type="checkbox"/> TEM (NIOSH 7402)	<input type="checkbox"/> TEM (AHERA)	<input type="checkbox"/> TEM (EPA Level II)	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> Asbestos Bulk	<input checked="" type="checkbox"/> PLM (EPA/600/R-93/116)	<input type="checkbox"/> PLM (EPA Point Count)	<input type="checkbox"/> PLM (EPA Gravimetry)	<input type="checkbox"/> TEM BULK	
<input type="checkbox"/> Mold/Fungus	<input type="checkbox"/> Mold Air	<input type="checkbox"/> Mold Bulk	<input type="checkbox"/> Rotometer Calibration		
METALS	Det. Limit	Matrix	RCRA Metals	<input type="checkbox"/> All 8	Other Metals
<input type="checkbox"/> Total Metals	<input type="checkbox"/> FAA (ppm)	<input type="checkbox"/> Air Filter	<input type="checkbox"/> Arsenic (As)	<input type="checkbox"/> Lead (Pb)	<input type="checkbox"/> All 3
<input type="checkbox"/> TCLP	<input type="checkbox"/> ICP (ppm)	<input type="checkbox"/> Drinking water	<input type="checkbox"/> Barium (Ba)	<input type="checkbox"/> Mercury (Hg)	<input type="checkbox"/> Copper (Cu)
<input type="checkbox"/> Cr 6	<input type="checkbox"/> GFAA (pp)	<input type="checkbox"/> Dust/wipe (Area)	<input type="checkbox"/> Cadmium (Cd)	<input type="checkbox"/> Selenium (Se)	<input type="checkbox"/> Nickel (Ni)
		<input type="checkbox"/> Soil	<input type="checkbox"/> Chromium (Cr)	<input type="checkbox"/> Silver (Ag)	<input type="checkbox"/> Zinc (Zn)
<input type="checkbox"/> Other Types of Analysis	<input type="checkbox"/> Fiberglass	<input type="checkbox"/> Nuisance Dust	<input type="checkbox"/> Other (Specify) _____		
	<input type="checkbox"/> Silica	<input type="checkbox"/> Respirable Dust			

Condition of Package: Good Damaged (no spillage) Severe damage (spillage)

Seq. #	Lab ID	Client Sample Number	Comments (e.g Sample are, Sample Volume, etc)	A/R
1		<u>KCJD-A1</u>		
2		<u>↓ A2</u>		
3		<u>↓ A3</u>		
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

	Print Below	Sign Below	Company	Date	Time
Sampled by	<u>T. Stevens</u>	<u>[Signature]</u>	<u>Rose Env.</u>	<u>8/27/20</u>	
Relinquished by				<u>8/28/20</u>	<u>1400</u>
Received by	<u>[Signature]</u>	<u>[Signature]</u>	<u>NR</u>	<u>8/28/20</u>	<u>1445 DB</u>
Analyzed by					
Results Called by					
Results Faxed by					

Special Instructions: Unless requested in writing, all samples will be disposed of two (2) weeks after analysis.
 Please composite all wall board samples

SAMPLE

**CONTRACT NO. _____
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:

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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:

County's Contract Representative

Name:

Title:

Address:

Phone:

Email:

Contractor's Contract Representative

Name:

Title:

Address:

Phone:

Email:

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

SECTION 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.

SECTION 10. INSURANCE

- a. Workers' Compensation and Employer's Liability. The Contractor shall maintain workers' compensation insurance as required by Title 51 RCW (Industrial Insurance) and shall provide evidence of coverage to the Kitsap County Risk Management Division. If the Contract is over \$50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than \$1,000,000.
- b. Commercial General Liability("CGL"). The Contractor shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than \$1,000,000 per loss. The general aggregate limit shall apply separately to this Contract and shall be not less than \$2,000,000.

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: *(Check one of the following options)*:

- Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.
- Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.
- Not less than \$100,000 per occurrence and \$300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.

- 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.
 - (6) 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 the requirements stated herein.
 - (7) 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.
 - (8) 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 Management Division, Kitsap County 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.

SECTION 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 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 16. COMPLIANCE WITH LAWS

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

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 23. MODIFICATION

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

SECTION 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.

SECTION 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.

SECTION 26. LIQUIDATED DAMAGES

[OPTIONAL PROVISION TO BE USED AT DEPARTMENT'S DISCRETION ACCORDING TO CONTEXT OF CONTRACT UPON ADVICE OF PROSECUTING ATTORNEY'S OFFICE]

Upon written notice by the County, liquidated damages at a rate of \$100.00 per working day or any portion thereof will be assessed against the Contractor for late performance or delay in the substantial completion of the work to be performed under this Contract. This provision in no way limits the County's right to seek damages for the Contractor's breach of any other of its obligations under this Contract pursuant to Section 12 of this Contract or to substantial damages for the Contractor's failure to achieve final completion with the time set forth in Section 1.

Dated this ____ day of _____, 2019

Dated this ____ day of _____, 2019

CONTRACTOR NAME

KITSAP COUNTY, WASHINGTON

Signature

SIGNATORY NAME
SIGNATORY TITLE

Print Name

Title

Approved as to form by the Prosecutor's Office

**ATTACHMENT A
SCOPE OF WORK**

**ATTACHMENT B
PROJECT DOCUMENTS**