

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

IN THE MATTER OF:

RESOLUTION NO. 25-298

ISSUE REQUEST FOR PROPOSALS FOR REMOVAL
AND REPLACEMENT OF BOILERS AT THE LAW
AND JUSTICE BUILDING

WHEREAS, Lewis County Capital Infrastructure has identified a need to update the boiler in the Law and Justice building; and

WHEREAS, qualified providers and installers are needed; and

WHEREAS, Lewis County is seeking proposals from qualified providers and installers; and

WHEREAS, publication is needed to solicit for qualified HVAC Contractors skilled in boiler replacements.

NOW THEREFORE BE IT RESOLVED that the Capital Infrastructure Specialist is instructed to issue the attached Call for Bids / request for proposals and evaluate responses; and the BOCC Clerk of Board is instructed to proceed with all appropriate and necessary notifications to advertise for said purpose; and

NOW THEREFORE BE IT FURTHER RESOLVED that proposals must be submitted online through the County's procurement portal, OpenGov, which can be accessed via the project site listed on the advertisement. Proposals are due by 4 p.m. December 1, 2025.

DONE IN OPEN SESSION this 28th day of October, 2025.

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

David Bailey
By: David Bailey,
Chief Civil Deputy Prosecuting Attorney

Scott J. Brummer
Scott J. Brummer, Chair

ATTEST:



Lindsey R. Pollock, DVM
Lindsey R. Pollock, DVM, Vice Chair

Rieva Lester, CMC
Rieva Lester, CMC,
Clerk of the Lewis County Board of
County Commissioners

Sean D. Swope
Sean D. Swope, Commissioner



LEWIS COUNTY NOTICE FOR: Request for Proposals (RFP)

RFP for Law and Justice Boiler replacement project

Lewis County is issuing a Request for Proposals (RFP) from qualified and experienced contractors for the Law and Justice Boiler replacement project. We are seeking qualified vendors to support the first phase of a comprehensive HVAC system upgrade at our facility, with an immediate focus on boiler replacement. The current system has experienced critical failures, and ensuring redundancy and reliability is a top priority. The new boilers should be located indoors to improve maintenance access and system resilience.

This project will be evaluated based on several key factors, including:

- Cost-effectiveness
- Minimization of downtime
- Energy efficiency measures
- Contractor availability and parts lead times
- Decommissioning and removal of the existing electric and gas boilers.

Lewis County is accepting electronic submissions through OpenGov. Those wishing to submit a proposal must create a fee account with OpenGov Procurement by signing up at <https://procurement.opengov.com/signup>.

PROPOSALS MUST BE SUBMITTED BY 4 PM DEC. 1, 2025 (PROPOSALS SUBMITTED AFTER 4 PM PACIFIC TIME WILL NOT BE CONSIDERED). Proposals must be submitted electronically through the procurement portal at: <https://procurement.opengov.com/portal/lewiscountywa> per the plans, specifications, and other documents available through the procurement portal.

A mandatory Preproposal site walk will take place at 1 p.m. Nov. 7, 2025, beginning at 351 NW North St. (Room 032) located in the basement of the Historic Courthouse, then on to the site to look over the project location.

Question submission deadline: 4 p.m. Nov. 17, 2025

Proposal submission deadline: 4 p.m. Dec. 1, 2025

For more information about the project and submittal requirements, contact Matt Patana, Project Manager, at 360-740-1337 or 360-219-5134 or by email at matt.patana@lewiscountywa.gov.

All work performed on this project will be subject to the higher of the prevailing state or federal wage rates (if applicable due to other federal funds that are in the project).

Lewis County is an Equal Opportunity and Affirmative Action Employer. Small, Minority- and Women-owned firms are encouraged to submit bids.

The Request for Proposals does not obligate the County to contract for services specified herein. The Board of Lewis County Commissioners reserves the right to reject any and all proposals.

PUBLISH: The Chronicle – November 1, 2025



Capital Facilities

Call for Bids

31-2522

LAW AND JUSTICE BOILER REPLACEMENT PROJECT

Lewis County



CAPITAL FACILITIES

Project: Law and Justice Boiler replacement project, 31-2522

Effective Date: undefined

1. Introduction

1.1. Summary

We are seeking qualified vendors to support the first phase of a comprehensive HVAC system upgrade at our facility, with an immediate focus on boiler replacement. The current system has experienced critical failures, and ensuring redundancy and reliability is a top priority. This project will include the decommissioning and removal of the existing electric and gas boilers. The new boilers will be located indoors to improve maintenance access and system resilience.

This project will be evaluated based on several key factors, including:

- Cost-effectiveness
- Minimization of downtime
- Energy efficiency measures
- Contractor availability and parts lead times
- Experience and References

We are particularly interested in proposals that align with the Washington Clean Air Act (RCW 70A.15) and support compliance with the Washington State Clean Buildings Standard (RCW 19.27A). While boiler replacement is the immediate need, we view this as a strategic opportunity to begin transitioning toward a more efficient and compliant mechanical system.

Proposals that incorporate energy-saving features—such as heat recovery systems, VFDs, or other innovative solutions—are highly encouraged. If feasible, we are also interested in pursuing grant funding to support this work, which may require the installation of compliant, high-efficiency equipment.

In short, we are looking for a vendor who can help us modernize our infrastructure, minimize future risk, and maximize operational uptime—all while laying the groundwork for long-term sustainability and compliance.

Lewis County is accepting electronic submissions exclusively through OpenGov. Those wishing to submit a proposal must create a free account with OpenGov Procurement by signing up at <https://procurement.opengov.com/signup>.

After completing an account registration, proposals can be completed at: <https://procurement.opengov.com/portal/lewiscountywa/projects/153044>

PROPOSALS MUST BE DELIVERED BY OR BEFORE 4:00 PM ON Dec 1, 2025 (PROPOSALS SUBMITTED AFTER 4:00 PM PACIFIC TIME WILL NOT BE CONSIDERED FOR THIS PROJECT.) The proposal must be submitted electronically through the procurement portal at: <https://procurement.opengov.com/portal/lewiscountywa> per the plans, specifications, and other documents available through the procurement portal.

A mandatory Preproposal site walk will be on November 7, 2025, 1:00 pm meeting at 351 NW North St.(Room 032) Located in the basement of the Historic Courthouse, then on to the site to look over the project location.

Question Submission Deadline:

November 17, 2025, 4:00 pm

Proposal Submission Deadline:

December 1, 2025, 4:00 pm

For more information about the project and submittal requirements, contact Matt Patana, Project Manager, 360 740-1337 or at 360-219-5134 or by email matt.patana@lewiscountywa.gov.

The Lewis County Capital Facilities Department in accordance with Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Lewis County is an equal opportunity and affirmative action employer. Minority, veteran, and women-owned firms are encouraged to submit a statement of qualifications.

Selected Contractor must adhere to all prevailing wage requirements and applicable building codes.

RCW 60.28.011 requires withholding up to 5% of the value of a public improvement contract, not including sales tax, as retainage until the project is completed and the contract is accepted. A contractor may opt to submit a retainage bond instead covering any or all of the amount.

The Contractor shall furnish a Performance Bond in the amount of 100% of the contract price, guaranteeing faithful performance of all terms and conditions of this agreement.

1.2. Background

The existing boiler system failed last year, resulting in a two-weeks without a fully functioning boiler. This boiler system facilitates the heat for the entire Law and Justice building and down

time is not really a viable option. We need to hire a contractor capable of tying the new system to the old and preparing for the next phase.

1.3. Contact Information

Matt Patana

Capital infrastructure specialist

351 NW North St.

Chehalis, WA 98532

Email: matt.patana@lewiscountywa.gov

Phone: (360) 219-5134

Department:

Capital Facilities

Department Head:

Matt Patana

Capital Infrastructure Specialist

1.4. Timeline

Release Project Date	November 1, 2025
Pre-Proposal Meeting (Mandatory)	November 7, 2025, 1:00pm 351 NW North St. (room 032) located in the basement of the Historic Courthouse
Question Submission Deadline	November 17, 2025, 4:00pm
Question Response Deadline	November 21, 2025, 4:00pm
Proposal Submission Deadline	December 1, 2025, 4:00pm

2. Project Details

2.1. Important Instructions for Electronic Submittal

Lewis County, Capital Facilities, is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov Procurement by signing up at

<https://procurement.opengov.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

2.2. Project Details

The project involves the replacement of the existing boiler systems with new high-efficiency units to improve energy performance and system reliability. The new system must be designed with **redundancy** in mind to ensure continuous operation in the event of equipment failure or during maintenance. This may include multiple boilers or modular systems capable of meeting the facility's heating demands independently or in combination.

The contractor will be responsible for integrating the new systems with the existing building automation system (BAS) to ensure seamless operation and control.

The scope includes the safe decommissioning and removal of the existing boiler equipment, as well as any associated components that are no longer necessary. This includes proper disposal and handling of all obsolete systems in accordance with applicable safety and environmental regulations.

Plumbing and gas system modifications will be required to support the new boiler installation. This includes tying into existing gas lines and making any necessary adjustments to ensure safe and code-compliant operation. Electrical modifications will also be required to support the new systems.

All new equipment must be evaluated and installed in accordance with the structural and engineering load capacities of the designated installation areas. The contractor is responsible for verifying that all equipment placements meet applicable load-bearing requirements and do not compromise the integrity of the building structure.

Any roofing or structural repair work associated with the removal of old equipment—such as vent penetrations or rooftop-mounted components—must be completed to restore the building envelope to a watertight and finished condition.

Upon completion of installation, the contractor will perform thorough testing, balancing, and commissioning of all systems to verify proper functionality. Coordination with facility operations will be essential throughout the project to minimize disruption to building occupants and maintain operational continuity.

All work must comply with applicable codes and standards, including ASHRAE guidelines and the Washington State Energy Code.

2.3. Eligibility Criteria

In addition to meeting the eligibility requirements, bids will be evaluated based on the following factors:

- **Total Project Cost**

Competitive pricing will be a key factor in the selection process. Bidders must provide a detailed cost breakdown, including labor, materials, equipment, and any contingencies.

- **Proposed Downtime and Disruption Mitigation**

Evaluation will consider the contractor's plan for minimizing HVAC service interruptions and maintaining building operations. Preference will be given to proposals that demonstrate thoughtful phasing and minimal disruption to staff and facility users.

- **Schedule and Completion Timeline**

Ability to meet or exceed the proposed project timeline, including milestones and final completion date.

- **Qualifications and Experience**

Demonstrated success on similar projects, particularly in occupied government or institutional buildings.

- **Compliance with Energy Standards**

Alignment with current and upcoming WAC/RCW energy efficiency requirements.

- **Warranty and Post-Installation Support**

Strength of warranty terms and availability of ongoing service or support.

2.4. Applicant and Application Requirements

Each proposal must include the following:

- A. **Cover Letter**

Brief introduction of the firm, point of contact, and summary of qualifications.

- B. **Detailed Project Approach**

- Description of how the contractor will execute the work
- Phasing plan and proposed downtime
- HVAC service continuity strategy
- Safety and site security measures

- C. **Project Schedule**

- Start and completion dates
- Key milestones
- Any anticipated long-lead items

- D. **Cost Proposal**

- All sales tax must be included into the proposal
- Total lump sum or not-to-exceed amount

- Any costs beyond proposal must be accompanied by an Itemized breakdown of labor, materials, equipment, and contingencies including sales tax

E.

F.

G. Team Qualifications

- Resumes of key personnel
- Organizational chart (if applicable)

H. References

- At least 3 relevant projects completed in the last 5 years
- Contact information for each reference

I. Proof of Licensing, Bonding, and Insurance

J. Subcontractor List

- Names, scopes of work, and qualifications of all subcontractors

K. Energy Compliance Statement

- Explanation of how the proposed system meets or exceeds current and upcoming WAC/RCW energy efficiency requirements

L. Warranty and Support Plan

- Description of warranty coverage
- Availability of post-installation service

2.5. Decision Making Process

- A. Proposals for this funding will be reviewed by Lewis County Capital Infrastructure Department and Selected members of Lewis County Facilities Department.
- B. The selection committee will score proposals according to the criteria and percentage value identified in the Evaluation Criteria. The selection committee, in its discretion, may further define these criteria and implement and allocate value within these percentages.
- C. Lewis County, in its sole judgment, reserves the right to determine which proposals best meet the County's needs. The County retains the right to reject any or all proposals or to waive formalities with or without cause.

3. Evaluation Phases

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Minimization of downtime and disruptions. <p>The proposal demonstrates a clear commitment to minimizing operational disruptions during construction. Given the high volume of staff and critical functions housed within the Law and Justice Center, it is essential that heating system upgrades are executed with minimal impact to daily operations. The contractor's phasing plan, communication strategy, and contingency measures reflect an understanding of the facility's needs and a proactive approach to maintaining occupant comfort and continuity of services.</p>	Points Based	20 (20% of Total)
2.	The total cost reflects competitive rate and scope. <p>Cost estimates are aligned with market standards. The proposed cost is within the anticipated range or explains why it is not. The cost proposal demonstrates a clear breakdown of labor, materials and other expected costs.</p>	Points Based	25 (25% of Total)
3.	Contractor availability and parts <p>The contractor has indicated availability to begin work promptly upon contract execution, with a projected start date. The proposed completion timeline aligns with project expectations and demonstrates a clear understanding of scheduling requirements. Their ability to mobilize quickly and adhere to the proposed schedule supports confidence in timely project delivery.</p>	Points Based	20 (20% of Total)
4.	Evaluation of Contractor and references. <p>The contractor has demonstrated substantial experience with HVAC and infrastructure upgrades in occupied, high-security, or government-operated facilities. Their portfolio includes projects of similar scale and complexity, indicating a strong understanding of the logistical and operational challenges involved. References provided were relevant and positive, highlighting the contractor's professionalism, adherence to timelines, and ability to coordinate effectively with facility staff during active operations.</p>	Points Based	25 (25% of Total)

5.	Compliance with upcoming energy codes. The contractor has demonstrated a solid understanding of applicable government requirements, including compliance with current local energy codes and awareness of upcoming regulatory changes. Their proposal reflects a proactive approach to meeting both existing and future standards, ensuring the project aligns with public sector expectations for energy efficiency, sustainability, and long-term code compliance.	Points Based	10 (10% of Total)
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4. General Conditions (Reference Only)

4.1. Scope of Contractors Services

The Contractor agrees to provide to the County services and any material set forth in the project narrative. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

4.2. Assignment and Subcontracting

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

4.3. Safety; Familiarity with Site

Contractor understands that safety is a high priority. Prior to the commencement of work or providing services, Contractor will, at its own expense and to the extent it determines is necessary to safeguard itself and its employees and agents, become familiar with the Site, its operations, and any safety rules or guidelines. In addition, Contractor will meet all OSHA, WISHA, and other applicable Federal and State requirements regarding safety. County shall not be responsible for the manner in which Contractor (1) provides and completes its work; and (2) analyzes the need for and implements safety procedures. County delegates to Contractor, and Contractor agrees to assume, any duty County has to exercise reasonable care to make the premises and work area safe, and Contractor agrees to: abide by all applicable laws, be solely responsible for health and safety of all persons providing service, and create and post a site-specific worker safety plan in advance of gaining access to the work area. Contractor represents that it is a professional company with the knowledge and experience to reasonably assume such a delegation and to work in the presence of any known or obvious dangers by taking appropriate precautions and by using and providing proper equipment for itself and its employees

4.4. No Guarantee of Employment

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

4.5. Taxes

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

4.6. Regulations and Requirement

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

4.7. Prevailing Wages

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.

Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the pre-filed statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

In compliance with chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.

In addition, the Contractor shall file weekly certified payroll records with the Department of Labor and Industries, as required by RCW 39.12.120

As required by RCW 39.12.030, the hourly minimum rate of wage, not less than the prevailing rate of wage, which may be paid to laborers, workers, or mechanics in each trade or occupation required for such public work employed in the performance of the contract either by the

contractor, subcontractor, or other person doing or contracting to do the whole or any part of the work contemplated by the contract can be found at <https://secure.lni.wa.gov/wagelookup/> • Identify the exact wage publication date to use (the effective date). • List the county in which the public works project is located (Note: Off-site work will use the rates for the county where that off-site work is performed). • Provide a statement indicating a printed copy of the wage rates are available for viewing in your office. • Explain that your agency will mail a hard copy upon request. Such laborers, workers, or mechanics shall be paid not less than such specified hourly minimum rate of wage.

4.8. Right to Review

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Lewis County, State of Washington, upon request.

4.9. Modifications

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

4.10. Termination for Default

If the Contractor defaults by failing to perform any of the obligations of the contract or cannot perform because of regulatory order or failure to comply with regulatory requirements, including but not limited to applicable licensing laws, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or make an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until work called for. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

4.11. Termination for Public Convenience

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

4.12. Defense & Indemnity Agreement

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, agents, and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers, and/or Contractor's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from or in connection with performance of this Agreement; or 3) are based upon the Contractor's or its subcontractors' use of, presence upon or proximity to the property of the County. Contractor's indemnity obligations shall extend to, but shall not be limited to, claims for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom).

This indemnification obligation of the Contractor shall not apply if the claim, damage, loss or expense is caused by the sole negligence of the County. In the event of the concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees and agents. This indemnification obligation shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement, are reflected in the Contractor's compensation, and have been mutually negotiated by the Parties.

4.13. Participation by County – Right to participate; Survival of Contractor's Indemnity Obligations; Indemnity for Subcontractors

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and any such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Agreement, the Contractor shall include as a requirement in each such contract that Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

4.14. Venue and Choice of Law

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

4.15. Withholding Payment

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

4.16. Liquidated Damages (Not a Penalty)

Because breach and/or non-performance by Contractor may cause County to incur economic damages and losses of types and in amounts which are incapable or very difficult to ascertain with certainty in advance as a basis for recovery of actual damages, in the event Contractor has not fully completed work pursuant to and by the deadline set forth in this Agreement, Contractor shall pay County liquidated damages in the amount of \$500.00 per day for every day past the agreed end date as defined in contract. The parties believe said amount represents a fair, reasonable, and appropriate forecast of just compensation for the harm caused by a breach. Such liquidated damages are intended to represent estimated actual damages as contemplated by the parties at the time of entering into this Agreement and are not intended as a penalty.

4.17. Payment and Performance Bond

Payment and performance bonds for 100% of the Contract Sum, including all Change Orders and state sales tax, shall be furnished for the Work, and shall be in a form acceptable to the Owner. On contracts of one hundred fifty thousand dollars or less, at the option of the contractor or the general contractor/construction manager as defined in RCW 39.08.010, the respective public entity may, in lieu of the bond, retain ten percent 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, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. Bond shall be received prior to commencement of work.

4.18. Future Non-Allocation of Funds

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts

incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

4.19. Nature of the Work

County delegates to Contractor, and Contractor agrees to assume, any duty County has to exercise reasonable care to make the premises and work area safe, and Contractor agrees to: abide by all applicable laws, be solely responsible for health and safety of all persons providing service, and create and post a site-specific worker safety plan in advance of gaining access to the work area. Contractor represents that it is a professional company with the knowledge and experience to reasonably assume such a delegation and to work in the presence of any known or obvious dangers by taking appropriate precautions and by using and providing proper equipment for itself and its employees.

4.20. Contractor Commitments, Warranties and Representations

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

Contractor warrants and commits that its work will be fit for purpose and free of defect for one year from completion of work, which includes but is not limited to correction of settling or cracking in accordance with the project specifications.

4.21. Authority

Contractor acknowledges, represents, and warrants that it has the full right, power, and authority to enter into this agreement. Each person signing this agreement on behalf of an entity represents and warrants that he or she has the full right, power, and authority to bind their respective entity, their respective entity has approved this Agreement and authorized them to sign it, and their respective entity is duly formed and in good standing.

4.22. Patent/Copyright Infringement

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- A. That Contractor shall be notified promptly in writing by County of any notice of such claim.
- B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

4.23. Disputes

General

Differences between the Contractor and the County arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

A. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, Labor and material used, and all costs and additional time claimed to be additional.

B. Detailed Claim

The Contractor is not entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

4.24. Attorneys Fees, Expenses, and Costs

Should any legal proceeding be commenced between or by the Parties concerning or related to this Agreement or the rights and duties of either in relation to this Agreement, the Party prevailing in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for such Party's reasonable attorneys' fees, expenses, and costs actually incurred and paid.

4.25. Ownership of Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County.

4.26. Confidentiality

In the event that the Contractor comes in contact with or obtains knowledge of confidential information, the Contractor shall maintain the confidentiality of all obtained information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Lewis County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

4.27. Public Records Law and Records Maintenance

The Contractor shall assist the County in timely and fully fulfilling all of County's obligations under the Washington Public Records Act and/or any other authority by timely and fully responding and providing documents and records in response to County's request for the same. In the event that Contractor fails to fully fulfill its obligations pursuant to this section and should a court impose a fine, penalty, sanction, and/or judgment against County for violation of said law, Contractor shall indemnify the County for the same, immediately pay County to satisfy the same together with all costs and attorney's fees incurred by County. The obligations created by this section shall survive the termination of this agreement.

The Contractor shall keep and maintain all books, records, documents, data, and other evidence relating to this contract and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract ("Records"). Contractor shall permit County to review the Records at Contractor's place of business during normal working hours. Contractor shall retain such Records for a period of seven (7) years following the date of final payment.

If any litigation, claim, or audit is commenced, Contractor shall cooperate with County and assist in the production of all such Records. If any litigation, claim, or audit is started before the expiration of the seven- (7) year period, Contractor shall retain the Records for a period of seven (7) years after all litigation, claims, or audit findings involving the Records have been finally resolved.

Contractor shall include this section "Records Maintenance" in every subcontract it enters into in relation to this Agreement and bind the sub-contract to its terms.

4.28. Notice

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the Contract Manager for whom services are rendered.: CIS Matt Patana 351 NW North Street, Chehalis, Washington 98532-1900. Notice to the Contractor for all purposes under this Agreement shall be given to the

address listed on the signature page. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

4.29. Severability

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

This Agreement does not violate any known federal or state statute, rule, regulation, or common law. However, any provision that is found to be invalid or in violation of any statute, rule, regulation, or common law shall be considered null and void, with the remaining provisions remaining viable and in effect.

4.30. Waiver

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

4.31. Time

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

4.32. Entire Agreement

This written contract, including all special provisions and attachments, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

4.33. Interpretation of the Agreement

This agreement was negotiated and drafted jointly by the parties, and it shall not be construed against either party in case of any dispute.

5. Basic Insurance (Reference Only)

Basic Insurance Coverage

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to County.

General Liability Insurance, using a standard ISO CG 00 01 occurrence form, including premises, operations, products and completed operations, contractual liability with limits not less than \$1,000,000. per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products–Completed Operations Aggregate for bodily injury, personal injury, and property damage. Coverage shall include Employers Liability (stop gap).

The Commercial General Liability Coverage shall include the following endorsements:

The County, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or agreement"

Primary, Non-contributory endorsement, both in favor of the County, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement".

The Commercial General Liability Coverage shall not include the following endorsements:

- i) Amendment of Contractual Liability
- ii) Total Pollution Exclusion
- iii) Cross Suits Liability Exclusion

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than \$4,000,000 that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies; and
- Policies shall "follow form" to the underlying primary policies.
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of Washington. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of Washington for all of the subcontractor's employees. Contractor shall submit to County, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of County, its officers, agents, employees and volunteers.

Pollution liability insurance. [If required]

Builder's risk insurance. Upon commencement of construction and with approval of County, Contractor shall obtain and maintain builder's risk insurance as specified below.

The named insureds shall be Contractor, all Subcontractors (excluding those solely responsible for design Work) of any tier, suppliers, and County and its officers, officials, employees, and agents. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to County.

Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to County to ensure adequacy of terms and sublimits.

Proof of insurance. Contractor shall provide certificates of insurance to County as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by County prior to commencement of performance. Current certification of insurance shall be kept on file with County at all times during the term of this contract. County reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. County and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

County's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, County has the right but not the duty to obtain the insurance it deems necessary and any premium paid by County will be promptly reimbursed by Contractor or County will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, County may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of Washington, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the County.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the County to inform Contractor of non-compliance with any requirement imposes no additional obligations on the County nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to County with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that County and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

County's right to revise requirements. The County reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the County and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by County. County reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by County.

Timely notice of claims. Contractor shall give County prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Insurance Exhibit. The Contractor shall, at the Contractor's own expense, maintain, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined. Lewis County shall be named as an additional insured for General and Professional liability on all required policies, and such insurance as is carried by the Contractor shall be primary over any insurance carried by Lewis County. For General and Professional Liability, Lewis County shall be additional insured for both ongoing and completed operations. The Contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to Agreement execution, which shall be attached to the Agreement.

6. Vendor Submissions

6.1. Proposal Requirements*

Did you read through and confirm that you met all of the proposal requirements including the sections:

- A. Project Details
- B. Eligibility Criteria
- C. Applicant and Application Requirements
- D. Decision Making Process
- E. Proposed Estimated Budget

☐ Yes

☐ No

*Response required

6.2. Applicant General Information

Applicants must include the following information and attachments to be considered.

6.2.1. *Name of the organization principal(s)**

*Response required

6.2.2. *Contact name, phone number, and email address**

*Response required

6.2.3. *Physical and mailing addresses**

*Response required

6.2.4. *Washington State Business License number**

*Response required

6.2.5. *Proof of minimum required insurance**

Please see section 5 of RFP: Basic insurance (for reference).

*Response required

6.3. Proposal Narrative Information and Budget

Please provide the following proposal information in Times New Roman 12 font. Application shall not exceed 10 pages.

Any pages (or narrative included in attachments) in excess of the page limit will not be reviewed by the committee members and will not be considered in the process.

6.3.1. *Non-Collusion Statement**

Please download the below documents, complete, and upload.

- Non-Collusion Statement For...

*Response required

6.3.2. *A 5% Surety/ Bid Bond.**

No bid may be considered for public work unless it is accompanied by a bid deposit in the form of a surety bond, postal money order, cash, cashier's check, or certified check in an amount equal to five percent of the amount of the bid proposed. The contract shall be awarded to the applicant whose proposal receives the highest overall score based on the established evaluation criteria. Any or all bids may be rejected for good cause. The county legislative authority shall require from the successful applicant for such public work a contractor's bond in the amount and with the conditions imposed by law. If the bidder to whom the contract is awarded fails to enter into the contract and furnish the contractor's bond as required within ten days after notice of the award, exclusive of the day of notice, the amount of the bid deposit shall be forfeited to the county and the contract awarded to the next highest overall scoring and accepted applicant.

*Response required

6.3.3. *Narrative Description of Proposed Project.**

Provide a narrative description of your proposal response to each of the evaluation criteria. It should have sections as follows

- A. Introduction, listing the specific person at your firm to contact about the proposal for questions or to potentially set up an interview
- B. Qualifications, experience, and reputation

- C. Proposed Design approach and Service/Product Offerings
- D. Ability to Perform Work – County funded project requirements
- E. Speed of performance
- F. Pricing, including a narrative description to accompany a budget table you will submit in the next submission heading

*Response required

6.3.4. *Budget / Pricing Table**

Upload a budget / pricing table for your full proposal budget, which corresponds to the explanation in your narrative, above.

*Response required

6.3.5. *References**

Please upload a document containing references for three projects on which you provided services similar to the ones requested here. References that are more recent and/or more similar to the project here will be considered more valuable in scoring. For each reference, provide (1) a one-paragraph description of the project and services rendered and why the project is relevant to this project; and (2) the name, phone number, address, and email address of an appropriate reference contact for that project.

*Response required

BOCC AGENDA ITEM SUMMARY

Resolution: 25-298

BOCC Meeting Date: Oct. 28, 2025

Suggested Wording for Agenda Item:

Agenda Type: Legal Notice

Issue request for proposals for Removal and Replacement of boilers at the Law and Justice building

Contact: Matt Patana

Phone: 360 219-5134

Department: CI - Capital Infrastructure

Description:

Lewis County is seeking a qualified vendor to remove and replace the boilers on the Law and Justice roof.

The project involves the replacement of the existing boiler systems with new high-efficiency units to improve energy performance and system reliability. The new system must be designed with **redundancy** in mind to ensure continuous operation in the event of equipment failure or during maintenance. This may include multiple boilers or modular systems capable of meeting the facility's heating demands independently or in combination.

Approvals:

User	Status
PA's Office	Approved

Publication Requirements:

Publications:

The Chronicle Nov. 1

Additional Copies:

Cover Letter To: