# BEFORE THE BOARD OF COUNTY COMMISSIONERS LEWIS COUNTY, WASHINGTON

#### IN THE MATTER OF:

**RESOLUTION NO. 25-308** 

ISSUE A REQUEST FOR PROPOSALS (RFP) FOR REMEDIATION OF COMMUNICATION TOWERS AT COOKS HILL, HOPKINS AND BAW FAW SITES

**WHEREAS**, the Lewis County Radio Department is responsible for maintaining the integrity and operational safety of all communication tower sites essential to the public safety communications network; and

**WHEREAS**, recent engineering analyses have determined that the communication towers located at Cooks Hills, Hopkins and Baw Faw have failed to meet required engineering standards and require remediation for the installation of new radio equipment; and

**WHEREAS**, the Lewis County Board of County Commissioners (BOCC) and 911 Executive Board recognize that remediation is necessary to ensure ongoing system reliability, structural safety and compliance with applicable codes and regulations; and

**WHEREAS**, the BOCC and Executive Board seek to engage qualified construction firms through a competitive bidding process to provide the most effective and efficient remediation solutions; and

**WHEREAS**, proposals must be submitted electronically in OpenGov (https://procurement.opengov.com/portal/lewiscountywa) by 5 p.m. Dec. 3, 2025.

**NOW THEREFORE BE IT RESOLVED** the Lewis County Board of County Commissioners (BOCC) hereby designates the towers located at Cooks Hills, Hopkins and Baw Faw as requiring remediation based on engineering analysis findings; and

**NOW THEREFORE BE IT FURTHER RESOLVED** the BOCC directs the Project Manager to (1) advertise a Request for Proposals (RFP) including detailed specifications, scope of work, evaluation criteria and timelines consistent with applicable procurement policies and procedures - attached hereto as Exhibit A - for construction services necessary to remediate these tower sites; (2) review all proposals; and (3) bring a recommendation for contract award to the BOCC for approval; and

**NOW THEREFORE BE IT FURTHER RESOLVED** the BOCC directs the Clerk of the Board to proceed with all appropriate and necessary notifications, posting and publication.

DONE IN OPEN SESSION this 4th day of November, 2025.

Page 1 of 2 Res. 25-308

APPROVED AS TO FORM: Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS LEWIS COUNTY, WASHINGTON

David Bailey

Scott J. Brummer

By: David Bailey,

Scott J. Brummer, Chair

Chief Civil Deputy Prosecuting Attorney

ATTEST:

Lindsey R. Pollock, DVM

SINCE Lindsey R. Pollock, DVM, Vice Chair

Rieva Lester, CMC

Sean D. Swope

Rieva Lester, CMC,

Sean D. Swope, Commissioner

Clerk of the Lewis County Board of County Commissioners



E911/Radio Services

# **Request for Proposals**

31-2523

LEWIS COUNTY - THREE TOWER MODIFICATIONS

**Lewis County** 



Project: Lewis County - Three Tower Modifications, 31-2523

Effective Date: undefined

#### 1. Introduction

#### 1.1. Summary

Lewis County is soliciting qualified vendors to upgrade three Radio towers. Successful vendor would modify all three towers, each tower to the specific requirements identified by engineers for the antenna configurations proposed. These Modifications would bring each tower into compliance with required design standards.

#### 1.2. Background

Lewis County is looking to upgrade their Radio infrastructure by adding several microwave dishes to three existing towers. After doing a structural analysis of the three towers, engineers have determined that they are not sufficient to hold the new infrastructure needed for Lewis County's proposed equipment.

The three sites are as follows:

- Cooks Hill 3715 Cooks Hill Rd. Centralia, Wa.
- Baw Faw Peak Boisfort, Wa. 46-29-20.4 N 123-12-50.5 W
- Hopkins Hill 5 Miles West of Morton, Wa. 46-33-42.4 N 122-20-25.4 W

#### 1.3. Contact Information

#### **Tony Wherry**

Radio Services Supervisor 542 NW Center St. Chehalis, WA 98532

Email: tony.wherry@lewiscountywa.gov

Phone: (360) 740-1792

#### Department:

E911/Radio Services

#### Department Head:

Elizabeth Casteel Interim 911 Director

#### 1.4. Timeline

Release Project Date	November 5, 2025	
Pre-Proposal Meeting (Non- Mandatory)	November 13, 2025, 7:00am Meet at 542 Nw center st. Chehalis (Radio Shop)	
Question Submission Deadline	November 26, 2025, 5:00pm	
Proposal Submission Deadline	December 3, 2025, 5:00pm	

#### 2. Project Details

#### 2.1. Important Instructions for Electronic Submittal

Lewis County, E911/Radio Services, is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov Procurement by signing up at <a href="https://procurement.opengov.com/signup">https://procurement.opengov.com/signup</a>. 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

Successful vendor would modify all three towers, each tower to the specific requirements identified by engineers for the antenna configurations proposed. These Modifications would bring each tower into compliance with required design standards. All work must meet engineered guidelines as specified in attachments A-F.

#### 2.3. Eligibility Criteria

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

#### Total Project Cost

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

#### • Domestic Materials Preference (County-Funded Projects)

Lewis County encourages the use of steel and iron products that are melted, poured, and fabricated in the United States whenever practicable. Bidders are requested to identify, within their proposal, the source and origin of any structural or reinforcing steel proposed for use in this project. Preference may be given, where prices and quality are otherwise equal, to materials produced domestically.

#### Proposed Approach

As part of the evaluation process, consideration will be given to the contractor's proposed work plan and approach to minimizing disruption to staff and operations, will be viewed more favorably.

#### 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 public works.

 Warranty and Post-Installation SupportStrength 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

- o Description of how the contractor will execute the work
- Safety and site security measures

#### C. Project Schedule

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

#### D. Cost Proposal

- o 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. Team Qualifications

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

#### G. References

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

#### H. Proof of Licensing, Bonding, and Insurance

#### I. Subcontractor List

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

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#### J. 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.	The total cost reflects competitive rate and scope.	Points Based	40 (40% of Total)
	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.		
2.	Contractor availability and parts  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.	Points Based	30 (30% of Total)
3.	Evaluation of Contractor and references.  The contractor has demonstrated substantial experience with similar work, 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.	Points Based	30 (30% of Total)

#### 4. Proposed Estimated Budget

No pricing table has been provided.

#### 5. General Conditions (Reference Only)

#### 5.1. 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.

#### 5.2. 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.

#### 5.3. 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.

#### 5.4. 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.

#### 5.5. 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.

#### 5.6. 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.

#### 5.7. 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.

#### 5.8. 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.

#### 5.9. Modifications

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

#### 5.10. 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, as may be applicable under Exhibit "A", has been fully performed. 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, as may be applicable under Exhibit "A", 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.

#### 5.11. 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.

#### 5.12. 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.

# 5.13. 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.

#### 5.14. 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.

#### 5.15. 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.

#### 5.16. 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.

#### 5.17. 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.

#### 5.18. 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.

#### 5.19. 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.

#### 5.20. 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.

#### 5.21. 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.

#### 5.22. 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.

#### 5.23. 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.

#### 5.24. 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.

#### 5.25. 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.

#### 5.26. 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.

#### 5.27. 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



#### LEWIS COUNTY NOTICE FOR:

Request for Proposals (RFP)

## PUBLIC SAFETY RADIO EQUIPMENT AND SERVICES RELATED TO REMEDIATION OF COMMUNICATION TOWERS

Lewis County is initiating this request for proposals for construction services necessary to remediate the communication towers.

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

After completing account registration, proposals can be completed at <a href="https://procurement.opengov.com/portal/lewiscountywa/">https://procurement.opengov.com/portal/lewiscountywa/</a>

A mandatory pre-proposal meeting will take place at 7 a.m. Nov. 13, 2025, at the Radio Shop at 542 NW Center Street in Chehalis, Wash.

CLOSING DAY AND TIME: Responses must be submitted in OpenGov no later than 5 p.m. Dec. 3, 2025.

For more information about the project and submittal requirements, contact Tony Wherry, Radio Services Supervisor, at 360-740-1292 or email <a href="mailtony.wherry@lewiscountywa.gov">tony.wherry@lewiscountywa.gov</a>.

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).

The County of Lewis 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 Nov. 4, 2025

Lewis County website @www.lewiscountywa.goV

### **BOCC AGENDA ITEM SUMMARY**

Resolution:

**BOCC Meeting Date:** Nov. 4, 2025

Suggested Wording for Agenda Item:

Agenda Type: Legal Notice

ISSUE A REQUEST FOR PROPOSALS (RFP) FOR REMEDIATION OF COMMUNICATION TOWERS AT COOKS

HILL, HOPKINS, AND BAWFAW SITES

Contact: Elizabeth Casteel

Phone: 3607401248

Department: COMM - 911

### **Description:**

A resolution authorizing the issuance of a request for proposals (RFP) for remediation of Communication Towers at Cooks Hill, Hopkins, and Bawfaw sites

### **Approvals:**

**Publication Requirements:** 

User

**Status** 

**Publications:** 

The Chronicle Tues 11/4/25

PA's Office

Pending

**Additional Copies:** 

**Cover Letter To:**