

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

**IN THE MATTER OF:**

RESOLUTION NO. 21-235

CALL FOR BIDS FOR THE CHEHALIS RIDGE RADIO  
SITE

**WHEREAS**, Lewis County operates several Public Safety Radio sites throughout Lewis County including a tower in Chehalis serving city law and fire services; and

**WHEREAS**, the Chehalis site is located on private property and the owner wishes it removed and it is not located in the most effective location to provide radio services throughout the area; and

**WHEREAS**, Lewis County has purchased property and had engineered plans and specifications developed to provide this service from a more effective location, has obtained permits and licenses for the new location and is now prepared to construct a new tower and support building for this purpose.

**NOW THEREFORE BE IT RESOLVED** Lewis County issue a Call for Bids for the Chehalis Ridge Radio Site Project; and

**NOW THEREFORE BE IT FURTHER RESOLVED** that the Internal Services Department in partnership with the E911 Communications Department prepare and issue bid documents for the aforementioned project.

DONE IN OPEN SESSION this 29th day of June, 2021.

APPROVED AS TO FORM:  
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

Kevin McDowell  
By: Kevin McDowell,  
Deputy Prosecuting Attorney

Gary Stamper  
Gary Stamper, Chair

ATTEST:

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

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

Sean D. Swope  
Sean D. Swope, Commissioner





*Lewis County Facilities*

351 NW North Street  
Chehalis WA 98532

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**BID PACKET FOR:**

**Chehalis Ridge Radio Site Project**

**Project #31-1617**

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**OFFERED BY:**

LEWIS COUNTY  
DEPARTMENT OF INTERNAL SERVICES

351 NW North Street  
Chehalis, WA 98532

**Mailing Address:**

351 NW North Street  
Chehalis WA 98532  
ATTN: Capital Facilities  
Phone: 360-740-1192

# **BID PACKET CONTENTS**

1. BID ADVERTISEMENT/INSTRUCTIONS TO BIDDERS
2. CHECKLIST
3. PLANS AND SPECIFICATIONS
4. CENTRAL SERVICES CONTRACT/GENERAL CONDITIONS/SPECIAL CONDITIONS
5. PREVAILING WAGE NOTICE
6. PERFORMANCE BOND
7. CERTIFICATE OF INSURANCE
8. NON COLLUSION AFIDAVIT
9. BID FORM



1.

# CALL FOR BIDS

# **CALL FOR BIDS**

## **NOTICE CALL FOR BIDS**

### **For Lewis County Chehalis Ridge Radio Site Project**

Lewis County is soliciting bids from qualified firms to provide bids for the construction of a radio site and tower for the public Safety radio network.

Firms desiring consideration shall submit a complete bid package based on the plans and specifications on file to Lewis County Clerk of the Board, 351 NW North Street, Room 210, Chehalis, WA 98532 by 3:00 PM on July 22, 2021.

For more information about the project, please contact Lewis County Capital Facilities Manager, Doug Carey at [Doug.Carey@lewiscountywa.gov](mailto:Doug.Carey@lewiscountywa.gov).

Lewis County is an equal opportunity and affirmative action employer. Minority- and women-owned firms are encouraged to submit bids.

DATED this \_\_\_\_ day of June, 2021

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Clerk of the Board of County Commissioners  
Lewis County, WA

PUBLISH: Chronicle –June 29 and July 6, 2021  
Seattle Daily Journal of Commerce—July 6, 2021  
Lewis County Web Site <https://lewiscountywa.gov/departments/central-services/facilities/facilities-call-for-bids/>

**Bids Due: 3:00 PM, July 22, 2021**

**SEALED BIDS MUST BE DELIVERED BY OR BEFORE  
3:00 P.M. on Thursday, July 22, 2021.**

(Lewis County official time is displayed on Mitel phones in the Facilities Office. **Bids submitted after 3:00 PM will not be considered for this project.**)

**INSTRUCTIONS TO BIDDERS**  
**FOR LEWIS COUNTY FACILITIES CONSTRUCTION PROJECTS**  
**PART 0 – GENERAL CONDITIONS**

**0.01 EXPLANATION TO PROSPECTIVE BIDDERS**

- A. Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must submit a request in writing to the Architect/Engineer (A/E) or owner if no A/E, 7 calendar days before the bid due date. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders by addendum to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.
- B. In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this invitation or as a subcontractor to a bidder. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids, no minimum level of MWBE participation shall be required as a condition for receiving an award, and bids will not be rejected or considered non-responsive on that basis.
- C. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.
- D. In accordance with RCW 39.04.320, the State of Washington requires 15% **Apprenticeship Participation** for all projects estimated to cost one million dollars or more. On applicable projects, the bid advertisement and Bid Proposal form shall establish a minimum required percentage of apprentice labor hours compared to the total labor hours. Bidders may contact the Department of Labor and Industries, Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530, by phone (360) 902-5320, and e-mail at [thum235@lni.wa.gov](mailto:thum235@lni.wa.gov), to obtain information on available apprenticeship programs.

**0.02 PREPARATION OF BIDS – CONSTRUCTION**

- A. Bids must be: (1) submitted on the bid proposal forms, or copies of forms, furnished by the Owner or the Owner's agent, and (2) signed in ink. The person signing a bid must initial each change appearing on any bid form. If the bid is made by a corporation, it shall be signed by the corporation's authorized designee. The address of the bidder shall be typed or printed on the bid form in the space provided.
- B. The bid form may require bidders to submit bid prices for one or more items on various bases, including: (1) lump sum base bid; (2) lump sum bid alternate prices; (3) unit prices; or (4) any combination of items (1) through (3) above.
- C. If the solicitation includes alternate bid items, failure to bid on the alternates may disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.
- D. Substitute bid proposals will not be considered unless this solicitation authorizes their submission.

**0.03 BID GUARANTEE**

- A. When the sum of the base bid plus all additive bid alternates is \$35,000.00 or less, bid security is not required. When the sum of the base bid plus all additive alternates is greater than \$35,000.00, a bid guarantee in the amount of 5% of the base bid amount is required. Failure of the bidder to provide bid guarantee when required shall render the bid non-responsive.



- B. Acceptable forms of bid guarantee are: A bid bond or postal money order, or certified check or cashier's check made payable to the Lewis County Treasurer. The Owner will return bid guarantees (other than bid bond) to unsuccessful bidders as soon as practicable, but not sooner than the execution of a contract with the successful bidder. The successful bidder's bid guarantee will be returned to the successful bidder with its official notice to proceed with the work of the contract.
- C. The bidder will allow 60 days from bid opening date for acceptance of its bid by the Owner. The bidder will return to the Owner a signed contract, insurance certificate and bond or bond waiver within 15 days after award of the contract. If the apparent successful bidder fails to sign all contractual documents or provide the bond and insurance as required or return the documents within 15 days after award of the contract, the Owner may terminate the award of the contract.
- D. In the event a bidder discovers an error in its bid following the bid opening, the bidder may request to withdraw its bid under the following conditions:
  - 1. Written notification is received by the Owner within 24 hours following bid opening.
  - 2. The bidder provides written documentation of the claimed error to the satisfaction of the Owner within 72 hours following the bid opening. The Owner will approve or disapprove the request for withdrawal of the bid in writing. If the bidder's request for withdrawal of its bid is approved, the bidder will be released from further obligation to the Owner without penalty. If it is disapproved, the Owner may retain the bidder's bid guarantee.

#### 0.04 ADDITIVE OR DEDUCTIVE BID ITEMS

- A. The low bidder, for purposes of award, shall be the responsive bidder offering the low aggregate amount for the base bid item, plus additive or deductive bid alternates selected by the Owner, and within funds available for the project. The bidder agrees to hold all bid alternate prices until bid award and contract execution.

#### 0.05 ACKNOWLEDGEMENT OF ADDENDA

- A. Bidders shall acknowledge receipt of all addenda to this solicitation by identifying the addenda numbers in the space provided for this purpose on the bid proposal form. Failure to do so may result in the bid being declared non-responsive.

#### 0.06 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- A. The bidder acknowledges that it has taken steps necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and road; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during the work. The bidder also acknowledges that it has satisfied itself as to character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the bidder to take the actions described and acknowledged in this paragraph will not relieve the bidder from responsibility for estimating properly the difficulty and cost of successfully performing the work.

#### 0.07 BID AMOUNTS

- A. The bid prices shown for each item on the bid proposal shall include all labor, material, equipment, overhead and compensation to complete all of the work for that item.



- B. The actual cost of building permit (only) and the public utility hookup fees will be a direct reimbursement to the Contractor or paid directly to the permitting agency by the Owner. Fees for these permits should not be included by the Bidder in the bid amount.
- C. The Bidder agrees to hold the base bid prices until bid award and contract execution.

#### 0.08 TAXES

- A. The bid amounts shall not include Washington State Sales Tax (WSST). All other taxes imposed by law shall be included in the bid amount. The Owner will include WSST in progress payments. The Contractor shall pay the WSST to the Department of Revenue and shall furnish proof of payment to the Owner if requested. [NOTE: Contractor must bond for contract amount plus the WSST.]

#### 0.09 SUBMISSION OF BIDS

- A. Bid Proposals must be submitted on or before the time specified in the Advertisement for Bids.
- B. If the base bid and the sum of the additive alternates is one million dollars or more, the Bid Proposal shall comply with the following requirements:
  - 1. Pursuant to RCW 39.30.060, if the base bid and the sum of the additive alternates is one million dollars or more, the Bidder shall provide names of the Subcontractors with whom the Bidder will subcontract for performance of heating, ventilation and air conditioning (HVAC), plumbing, and electrical.
  - 2. The Bidder can name itself for the performance of the work.
  - 3. The Bidder shall not list more than one Subcontractor for each category of work identified UNLESS Subcontractors vary with bid alternates, in which case the Bidder must indicate which Subcontractor will be used for which alternate.
  - 4. Failure of the Bidder to submit as part of the bid the NAMES of such Subcontractors or to name itself to perform such work shall render the Bidder's bid nonresponsive and, therefore, void.
- C. The Bid Proposal shall be submitted in a sealed envelope addressed to the office specified in the Advertisement for Bids. The envelope shall have printed on the outside:
  - 1. The project number and description.
  - 2. The name and address of the bidder.
  - 3. Identification as Bid Proposal.
- D. Prior to the bid opening, the Owner's representative will designate the official bid clock. Any part of the bid proposal or bid modification not received prior to the times specified, per the designated bid clock, will not be considered and the bid will be returned to the bidder unopened.
- E. A bid may be withdrawn in person by a bidder's authorized representative before the opening of the bids. Bidder(s) representative will be required to show ID and sign on bid summary sheet before it will be released.
- F. People with disabilities who wish to request special accommodation, (e.g., sign language interpreters, Braille, etc.) need to contact the Owner ten (10) working days prior to the scheduled bid opening.

#### 0.10 BID RESULTS

- A. After the Bid Opening, Bidders may obtain the tabulation of apparent bids from Lewis County by calling (360) 740-1192 or accessing the project information page on the Lewis County website.

#### 0.11 LOW RESPONSIBLE BIDDER

- A. If applicable, it is the intent of the Owner to award a contract to the low responsible bidder. In determining the bidder's responsibility, the Owner shall consider an overall accounting of the attached **"DIVISION 00 RESPONSIBILITY CRITERIA"**. Upon Owner's request, the apparent low bidder must supply the requested information within two (2) business days of request by Owner. Withholding information or failure to submit all the information requested within the time provided shall render the



bid nonresponsive. If the Owner determines that the apparent low bidder is not responsible, the Owner will notify the bidder of its preliminary determination in writing. Within three (3) days after receipt of the preliminary determination, the bidder may withdraw its bid or request a hearing. The Owner will schedule a hearing within three (3) working days of receipt of the bidder's request. The hearing members will include the Central Services Director, Public Works Director and Central Services Project Manager. The Owner will issue a Final Determination after reviewing information presented at the hearing. The Owner's Final Determination is specific to this project, and will have no effect on other or future projects.

B. **“SUBCONTRACTOR RESPONSIBILITY CRITERIA”** In accordance with SHB 2010 amending RCW 39.04 the Contractor shall include the language of this paragraph in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this paragraph apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number; and if applicable, have:
  - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
  - f. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

## 0.12 CONTRACT AWARD

A. The Owner will evaluate bid responsiveness and bidder responsibility.

A bid will be considered responsive if it meets the following requirements:

1. It is received at the proper time and place.
2. It meets the stated requirements of the bid proposal.
3. It is submitted by a licensed/registered contractor within the State of Washington at the time of bid opening and is not banned from bidding by the Department of Labor and Industries.
4. It is accompanied by a bid guarantee, if required.

A bid will be considered responsible if it meets the following requirements:

1. It meets an overall accounting of the responsibility criteria established for the project.

B. The Owner reserves the right to accept or reject any or all bid proposals and to waive informalities that do not affect the essential fairness of the bidding process.

C. The Owner may negotiate bid price adjustments with the low responsive bidder, including changes in the contract documents, to bring the bid within the available funding per RCW 39.04.015.

D. The apparent low bidder, for purpose of award, shall be the responsive bidder offering the low aggregate amount for the base bid plus selected additive or deductive bid alternates and meeting all other bid submittal requirements.

E. The Contract will only become effective when signed by the Owner. Prior to the Owner's signature, any and all costs incurred shall be the sole responsibility of the bidder.

**Division 00**  
**Responsibility Criteria**  
**Low Responsible Bidder**

It is the intent of the Owner to award a contract to the low responsible bidder. In determining the bidder's responsibility, the Owner shall consider an overall accounting of the items listed below. The bidder must submit the following information, demonstrating that they meet the listed criteria:

**1. Capacity**

<b>Category</b>	<b>Required Information / Criteria</b>
<input type="checkbox"/> Current Workload	<p>On a separate sheet, list all the major projects your firm has in progress or are projected to commence during the next 6 months, giving the name of project, Owner, architect, contract amount, percentage complete and scheduled completion date. Failure to list all major projects shall render the bid non-responsive.</p> <p>List the current or projected workload for the next 12 months including this Contract, expressed in total contract value. \$ _____</p> <p>List actual contracted workload for the previous 12 months, expressed in total contract value. \$ _____</p> <p>The bidder's current or projected workload, during the life of this contract, shall not exceed 150% of the actual contracted workload over the previous 12 months unless the bidder can demonstrate to the Owner's satisfaction that it has the capacity to assume the additional work of this project, provide adequate staffing, and meet project demands.</p>

**2. Previous Experience**

<b>Category</b>	<b>Required Information / Criteria</b>
<input type="checkbox"/> List of Completed Projects	<p>On a separate sheet, list all the major projects (\$75,000 and above) your firm has completed in each of the past five (5) years, giving the name of project, Owner (contact name and phone numbers), architect (contact name and phone numbers), contract amount, date of completion and percentage of the cost of the work performed with your own forces. This information will be used for references.</p>



- ☐ Experience of Superintendent or Project Manager

Submit resume and references if different than above, of the person proposed by the bidder to superintend the work. This person shall have managed projects of similar complexity and similar size, and successfully completed the project within the last three (3) years.

Superintendent and/or Project Manager shall not be replaced on the project without full consent of the Owner.

- ☐ Equipment

Submit affidavit that firm has equipment necessary to perform all phases of work, including HMA pavers, planning or grinding machines, asphalt saws, etc.

- ☐

### 3. Ability to Perform Within Time Specified

#### Category

#### Required Information / Criteria

- ☐ Contractor's Ability to Meet the Project Schedule

On a separate sheet, list the project titles, original contract time, and change order time extensions for three specific projects. Bidder shall document that it achieved substantial completion of three previous projects of similar size and scope within no more than 105% of the final contracted time for completion (including change ordered adjustments).

### 4. References

#### Category

#### Required Information / Criteria

- ☐ References from Owners of Previous Projects

Owner will check references by contacting owners of previous projects on bidder's performance over the last five years. On average, such references shall be satisfactory or better on a five category scale with "satisfactory" at mid scale. A reference score sheet will be utilized for rating completed projects of similar scope and value.

- ☐ Public Agency Debarment

Bidder shall not have been debarred by any Public agency within the last two (2) years.

**The apparent low bidder must provide the above required information within two (2) working days of receiving Owner notification. Failure to submit such information to the satisfaction of the Owner within the time provided shall render the bid non-responsive.**

If the Owner determines that the apparent low bidder is not responsible, the Owner will notify the bidder of its preliminary determination in writing. Within three (3) days after receipt of the preliminary determination, the bidder may withdraw its bid or may request a hearing. The Owner will schedule a hearing within three (3) working days of receipt of the bidder's request. The Owner will issue a Final

Determination after reviewing information presented at the hearing. The Owner's Final Determination is specific to this project, and will have no effect on other or future projects.

2.

# DOCUMENT CHECK LIST

**(Lewis County Forms Only)**

**The following items must be returned in the completed bid package:**

1. Signed Bid Form
2. Performance Bond
3. Signed Non-Collusion Affidavit



## SCOPE OF WORK

This project will construct for Lewis County Communications a new public safety radio site as per drawings and specifications developed by Cushing Civil Engineers (attached herein by reference).

In addition to above, the contractor will be responsible for maintaining and repairing private access road to site to allow construction activities to take place and to repair any damage caused by construction activities.

## Location



Construction Entrance

## Exhibit B- Compensation

Compensation will be made in the amount of \$\_\_\_\_\_, plus Washington State Sales Tax upon completion of contract. Progress payments may be made at County's discretion upon County's approval of Contractor's invoices, to the extent that said invoices reflect the completion of project milestones by the Contractor (milestones are points at which significant components of the project have been completed and at which tangible project deliverables of material value have been received by the County).

4.

LEWIS COUNTY  
AGREEMENT  
GENERAL TERMS AND  
CONDITIONS



# AGREEMENT

**EFFECTIVE DATE:** \_\_\_\_\_

\_\_\_\_\_, hereinafter called CONTRACTOR, and LEWIS COUNTY, hereinafter called COUNTY, agree as set forth in this Agreement, including: Scope of Work, Specifications, Compensation, Bid Response forms, General and Special Conditions, copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

Project: Chehalis Ridge Radio Project, #31-1617 Bid Price (with accepted alternates: \$ \_\_\_\_\_)

The term of this Agreement shall commence upon the date of execution as shown above. This agreement may be renewed or terminated upon written notice provided either by the County or the service provider thirty (30) or more days prior to the effective date of renewal or termination.

CONTRACTOR acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 5, 7, 14, 15, 16, 21, 22, and 25, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CONTRACTOR:

LEWIS COUNTY

\_\_\_\_\_  
\_\_\_\_\_  
Title of Signatory  
Authorized by the firm By Laws

\_\_\_\_\_  
Erik Martin  
Lewis County, County Manager

Mailing Address:

Approved as to Form Only:  
Jonathan Meyer, Prosecuting Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By:  
\_\_\_\_\_

UBI or Contractors License#

\_\_\_\_\_  
Deputy Prosecuting Attorney

Federal Business Tax ID No.

\_\_\_\_\_



## **GENERAL CONDITIONS**

1. **Scope of Contractors Services:**

The Contractor agrees to provide to the County services and any material set forth in the project narrative identified as Exhibit "A" during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. **Accounting and Payment for Contractor Services:**

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B". Where Exhibit "B" requires payments by Lewis County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B", by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number days worked each month, total number of hours for the month, and total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for Lewis County (hereinafter referred to as the "Contracting Officer"), the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than weekly; through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

3. **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 or as set forth in Exhibit "A".

4. **Labor Standards and Contract Assistance:**

The Contractor shall comply with the provisions of the Lewis County Contract and Procurement Assistance Program as applicable, attached hereto as "Special Conditions".

5. **Independent Contractor:**

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor. The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Lewis County employees.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

6. **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.

7. **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.

8. **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, and to any other provisions set forth in Special Conditions.

9. **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.

10. **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.

11. **Modifications:**

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

12. **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.

13. **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.

14. **Insurance Coverage:**

Contractor shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
2. **Workers' Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
3. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each such person.

**Excess or Umbrella Liability Insurance** (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to County for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of County following receipt of proof of insurance as required herein.

Policy or policies must list Lewis County as "primary, non-contributory" additionally insured.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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. No payment or performance bond is required if the Contract Sum is \$35,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 50% of the Contract Sum for the period allowed by RCW 39.08.010.

20 **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.

21. **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, p6ces or options for future acquisition to remain in effect for a fixed period, or warranties.

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.

23. **Disputes:**

A. 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.

B. 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.

C. 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.

24. **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.

25. **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.

26. **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, to wit: Steve Wohld, Chief of Internal Services, 351 NW North Street, Chehalis, Washington 98532-1900. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected above. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

27. **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.

28. **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.

29. **Survival:**

The provisions of this Agreement which by their nature are reasonably intended to survive the expiration of this Agreement shall so survive, including paragraphs 5, 10, 11, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26, 27, 29, and 30, notwithstanding the termination or invalidity of any other portion of this Agreement for any reason.

30. **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.

## SPECIAL CONDITIONS

### A. Definitions

The COUNTY is the recipient of CONTRACTOR'S services, and at all times acts through its Board of County Commissioners. The Contracting Officer of the COUNTY will be the Director of the Lewis County Chief of Internal Services, or his designee.

### Contractor Registration

The CONTRACTOR agrees and covenants to furnish unto the COUNTY proper evidence that the CONTRACTOR has fully complied with the State Licensing Law.

CONTRACTOR shall include his contractor's license number in the space provided on the front page of this Agreement.

### C. Non-Discrimination (Lewis County Funds)

The CONTRACTOR should be aware that public funds are being used to assist in this project. During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 or Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books and records for purposes of investigation to ascertain compliance with such rules, regulations and orders
6. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contract may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may



be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

7. The CONTRACTOR will include the provisions of Paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contract or vendor. The CONTRACTOR will take such action with respect to any sub-contract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. Original Specifications

It is hereby expressly agreed by and between the parties involved that in any matter, dispute, suit, or proceedings arising or in any way growing out of this contract in which it may be necessary to introduce into evidence the original of such specifications, that a printed copy thereof may be used in lieu thereof with like force and effect as though the original was produced.

E. Eight Hour Law and Payment for Labor

The CONTRACTOR agrees to comply with RCW chapter 49.28 providing that no laborer, workman or mechanic in the employ of the CONTRACTOR, sub-contractor, or other person doing or contracting to do the whole or any part of the work contemplated by this contract, shall be permitted or required to work more than eight (8) hours in any one calendar day, provided that, in cases of extraordinary emergency, such danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight (8) hours of each calendar day shall not be less than one and one-half times the rate allowed for this same amount of time during eight (8) hours' service. Any work necessary to be performed after regular working hours, or Sunday or legal holidays shall be performed without additional expense to the COUNTY.

Notwithstanding the above provisions, a CONTRACTOR may enter into an agreement approved by the employees in which the employees may work up to ten (10) hours in a calendar day for not more than four (4) calendar days in a week.

CONTRACTOR further agrees that said contract is terminable in case the CONTRACTOR violates the provisions of such act.

The CONTRACTOR, and sub-contractors shall further verify that:

1. Contractor had not employed or retained any company or person (other than a full time bona fide employee working solely for the offeror) to solicit or receive this contract; and
2. Contractor has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and
3. Contractor has not been asked or otherwise coerced, whether expressed or implied, into contributing funds, for any purpose as a condition to doing business with the COUNTY.

It is further agreed that in case any dispute arises as to what are the prevailing wages for the work of a similar nature and such dispute cannot be adjusted by the parties involved, the matter shall be referred for arbitration to the Director of the Department of Labor & Industries of the State and his decision therein shall be final, binding, and conclusive on all parties.

- F. To the extent applicable, the parties agree that this agreement and CONTRACTOR'S work does not create or imply a license agreement for the use of software, code, or a computer program. CONTRACTOR agrees that COUNTY shall have the sole and exclusive ownership of all rights, title, and interest in all software, written code, computer programs created or written by CONTRACTOR and that COUNTY has the right of unlimited use of the software, code and programs, including reproduction, modification and sale. CONTRACTOR denies any proprietary rights, including copyrights, trademarks, trade secrets, or intellectual property rights, to any software, code or program.
  
- G. To the extent applicable, Contractor warrants that the computer code, software, or computer program installed by CONTRACTOR is not patented or copyrighted. CONTRACTOR will defend and indemnify the COUNTY from any claim, cause or demand brought against the COUNTY based upon copyright or patent of the software, computer code, or computer program installed by CONTRACTOR.

# 5.

## Notice Prevailing Wage Requirement

This project has been determined to be “Public Works” as defined by RCW 39.04 and WAC 296-127 and is subject to Washington State Prevailing Wage Laws. Current Prevailing Wage Rates for work performed in Lewis County can be found at <https://secure.lni.wa.gov/wagelookup/> These rates may not apply to work performed outside Lewis County.

In addition, successful Contractor may be required to produce Certified Payroll Records upon request.

6.

# PERFORMANCE BOND



**PERFORMANCE BOND FOR  
LEWIS COUNTY, WASHINGTON**

**Bond No.** \_\_\_\_\_

WE, \_\_\_\_\_ d/b/a \_\_\_\_\_ (Insert legal name of Contractor)  
(Insert trade name of Contractor, if any)

(hereinafter "Principal"), and \_\_\_\_\_ (hereinafter "Surety"), are held and firmly bound unto **LEWIS COUNTY, WASHINGTON** (hereinafter "County"), as Obligee, in an amount (in lawful money of the United States of America) equal to the total compensation and expense reimbursement payable to Principal for satisfactory completion of Principal's work under Contract No. \_\_\_\_\_ between Principal and County, which total is *initially* \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum Principal and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.. Said contract (hereinafter referred to as "the Contract") is for \_\_\_\_\_ and is made a part hereof by this reference. The Contract includes the original agreement as well as all documents attached thereto or made a part thereof and amendments, change orders, and any other document modifying, adding to or deleting from said Contract any portion thereof.

This Bond is executed in accordance with the laws of the State of Washington, and is subject to all provisions thereof and the ordinances of County insofar as they are not in conflict therewith, and is entered into for the use and benefit of County, and all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by Contract No. \_\_\_\_\_ between the below-named Contractor and County for \_\_\_\_\_, a copy of which Contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

**THE CONDITION OF THIS OBLIGATION** is such that if Contractor shall promptly and faithfully performs the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

**THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:**

- (1) Surety hereby consents to, and waives notice of, any alteration, change order, or other modification of the Contract and any extension of time made by County, except that any single or cumulative change order amounting to more than twenty-five percent (25%) of the penal sum of this bond shall require Surety's written consent.
- (2) Surety recognizes that the Contract includes provisions for additions, deletions, and modifications to the work or Contract Time and the amounts payable to Contractor. Subject to the limitations contained in paragraph (1) above, no such change or any combination thereof, shall void or impair Surety's obligation hereunder.
- (3) Surety shall indemnify, defend and protect County against any claim of direct or indirect loss resulting from the failure:
  - (a) Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the Contract, or
  - (b) Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work.
- (4) Whenever County has declared Contractor to be in default and County has given Surety written notice of such declaration, Surety shall promptly (in no event more than thirty [30] days following receipt of such notice), specify, in written notice to County, which of the following actions Surety intends to take to remedy such default, and thereafter shall:
  - (a) Remedy the default within fifteen (15) days after its notice to County, as stated in such notice; or
  - (b) Assume within fifteen (15) days following its notice to County, full responsibility for the completion of the Contract in accordance with all of its provisions, as stated in such notice, and become entitled to payment of the balance of the Contract sum as provided in the Contract; or
  - (c) Pay County upon completion of the Contract, in cash, the cost of completion together with all other reasonable costs and expenses incurred by County as a result of Contractor's default, including but not limited to those incurred by County to mitigate its losses, which may include but are not limited to attorneys' fees and the cost of efforts to complete the work prior to Surety's exercising any option available to it under this Bond; or
  - (d) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon a determination by County and Surety jointly of the lowest responsible bidder, arrange for one or more agreements between such bidder and County, and make available as work progresses (even though there is a default or a succession of defaults under such



agreement(s) for completion arranged for under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the penal sum of this Bond. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract, less the amount properly paid by County to Contractor.

(5) If County commences suit and obtains judgment against Surety for recovery hereunder, then Surety, in addition to such judgment, shall pay all costs and attorneys' fees incurred by County in enforcement of County's rights hereunder. The venue for any action arising out of or in connection with this bond shall be in Lewis County, Washington.

(6) No right or action shall accrue on this Bond to or for the use of any person or corporation other than Lewis County, except as herein provided.

(7) No rider, amendment or other document modifies this Bond except as follows, which by this reference is incorporated herein:

**SURETY'S QUALIFICATIONS:** Every Surety named on this bond must appear on the United States Treasury Department's most current list (Circular 570 as amended or superseded) and be authorized by the Washington State Insurance Commissioner to transact business as a surety in the State of Washington. In addition, the Surety must have a current rating of at least A-VII in A. M. Best's Key Rating Guide.

**INSTRUCTIONS FOR SIGNATURES:** This bond must be signed by the president or a vice-president of a corporation; the managing general partner of a partnership; managing joint venturer of a joint venture; manager of a limited liability company or, if no manager has been designated, a member of such LLC; a general partner of a limited liability partnership; or the owner(s) of a sole proprietorship. If the bond is signed by any other representative, the Principal must attach currently-dated, written proof of that signer's authority to bind the Principal, identifying and quoting the provision in the corporate articles of incorporation, bylaws, Board resolution, partnership agreement, certificate of formation, or other document authorizing delegation of signature authority to such signer, and confirmation acceptable to the County that such delegation was in effect on the date the bond was signed. **A NOTARY PUBLIC MUST ACKNOWLEDGE EACH SIGNATURE BELOW.**

**FOR THE SURETY:**

By \_\_\_\_\_  
(Signature of Attorney-in-Fact)

\_\_\_\_\_  
(Type or print name of Attorney-in-Fact)

\_\_\_\_\_  
(Type or print telephone number for Attorney-in-Fact)

**FOR THE PRINCIPAL:**

By: \_\_\_\_\_  
(Signature of authorized signer for Contractor)

\_\_\_\_\_  
(Type or print name of signer for Contractor)

\_\_\_\_\_  
(Type or print title of signer for Contractor)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

**ACKNOWLEDGMENT FOR CONTRACTOR**

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me a notary public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared \_\_\_\_\_, the person described in and who executed the foregoing bond, and acknowledged to me that \_\_\_\_\_ signed and sealed said bond as the free and voluntary act and deed of the Contractor so identified in the foregoing bond for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ is authorized to execute said bond for the Contractor named therein. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print or type name of Notary Public)

Notary Public in and for the State of \_\_\_\_\_ residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_.

**SEAL ➔**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

**ACKNOWLEDGMENT FOR SURETY**

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me a notary public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared \_\_\_\_\_, Attorney-in-Fact for the Surety that executed the foregoing bond, and acknowledged said bond to be the free and voluntary act and deed of the Surety for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ is authorized to execute said bond on behalf of the Surety, and that the seal affixed on said bond or the annexed Power of Attorney is the corporate seal of said Surety. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print or type name of Notary Public)

Notary Public in and for the State of \_\_\_\_\_ residing at \_\_\_\_\_

My commission expires \_\_\_\_\_.

**SEAL ➔**

7.

CERTIFICATE  
OF  
INSURANCE



## EXHIBIT 1 -- INSURANCE COVERAGE REQUIREMENTS

### ✓ INDICATES WHAT TYPE OF INSURANCE IS REQUIRED

<u>TYPE OF INSURANCE</u>		<u>LIMITS OF LIABILITY</u>	
		Each Occurrence	Aggregate
<b>GENERAL LIABILITY</b>			
✓ Comprehensive Form	Bodily Injury	\$1,000,000	\$2,000,000
✓ Premises - Operations	Property Damage	\$1,000,000	\$2,000,000
Explosion & Collapse Hazard			
Underground Hazard			
<u>OR</u>			
✓ Products/Completed Operations Hazard			
✓ Contractual Insurance	Bodily Injury and Property Damage Combined Single Limit	\$1,000,000	\$2,000,000
✓ Broad Form Property Damage, Incl. Care, Custody Control			
✓ Independent Contractors			
✓ Personal Injury	Personal Injury	\$1,000,000	\$2,000,000
<b>AUTOMOBILE LIABILITY</b>			
✓ Comprehensive Form	Bodily Injury (Each Person)	\$1,000,000	
✓ Owned	Bodily Injury (Each Accident)	\$1,000,000	
✓ Hired	Property Damage OR	\$1,000,000	
✓ Non-Owned	Bodily Injury & Property Damage Combined Single Limit	\$1,000,000	
<b>EXCESS LIABILITY</b> (Over and above automobile and general liability)			
Umbrella Form	Bodily Injury/Property Damage Combined	\$1,000,000	\$1,000,000
		<b>OR</b>	
✓ Excess Liability Gap Layer		\$500,000	\$500,000
✓ <b>WORKER'S COMPENSATION</b> and		Statutory	
✓ <b>EMPLOYER LIABILITY</b>		\$1,000,000	
<b>OTHER</b>			
Builder's All Risk	Amount of Contract Price	\$	_____
Errors & Omissions (Professional Liability)			\$500,000

Please indicate: Claims-Made Form: \_\_\_\_\_, Occurrence Form: \_\_\_\_\_,  
Extending Reporting Provisions Avail. \_\_\_\_\_

**The Contractor's insurance company must provide a certificate of insurance on the Lewis County form showing the above required coverage and modified to conform to the following endorsement. The following endorsement must also be signed by the insurer.**



INSURED (Legal name and business address)				CERTIFICATE HOLDER:		<b>CONTRACT NUMBER</b>	
				LEWIS COUNTY, WASHINGTON DEPT. OF CENTRAL SERVICES			
				LEWIS COUNTY HISTORICAL COURTHOUSE		<u>DATE ISSUED:</u>	
				351 N. W. NORTH STREET CHEHALIS, WASHINGTON 98532			
PROJECT DESCRIPTION / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS:							
This is to certify that policies of Insurance listed below have been issued to the Insured named above for the policy period indicated.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	Date Policy Effective (MM/DD/YY)	Date Policy Expires (MM/DD/YY)	ALL LIMITS IN THOUSANDS		
	GENERAL LIABILITY				<b>General Aggregate</b>		\$
	<input type="checkbox"/> Commercial General Liability				Products Comp/Ops Aggregate		\$
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Personal & Advertising Injury		\$
	<input type="checkbox"/> Owner's & Contractors Protection				Each Occurrence		\$
	<input type="checkbox"/> Deductible \$				Fire Damage (Any One Fire)		\$
					Medical Expense (Any One Person)		\$
	AUTOMOBILE LIABILITY				CSL	\$	
	<input type="checkbox"/> Any Auto				Bodily Injury (per person)	\$	
	<input type="checkbox"/> All Owned Autos				Bodily Injury (per accident)	\$	
	<input type="checkbox"/> Scheduled Autos				Property Damage	\$	
	<input type="checkbox"/> Hired Autos						
	<input type="checkbox"/> Non-Owned Autos						
	EXCESS LIABILITY					Each Occurrence	Aggregate
	<input type="checkbox"/> Other Than Umbrella Form					\$	\$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY		
	\$ (Each Accident)						
	\$ (Disease Policy Limit)						
	\$ (Disease-Each Employee)						
	OTHER						
ADDITIONAL PROVISIONS							
LEWIS COUNTY is included as "primary, non-contributory" additionally insured as related to the above-mentioned project. Should any of the above described policies be cancelled before the expiration date thereof, the issuing Company must deliver or mail not less than 45 days written notice to the above Certificate Holder, per RCW 48.18.290							
COMPANIES AFFORDING COVERAGE				ISSUING COMPANY, AGENT OR REPRESENTATIVE			
NOTE: Attach a separate sheet to this certificate giving all the company names and their percentage of coverage, if clarification is needed,				NAME:			
				ADDRESS:			
Company Letter	A			Authorized Signature			
	B						
	C						
	D						
	E						
				Title			
				Signature Date			
				Signee Name			
				Telephone No.			

8.

# NON-COLLUSION AFFIDAVIT



## NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON

COUNTY OF Lewis County

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to LEWIS COUNTY for consideration in the award of a contract on the improvement described as follows:

### **Chehalis Ridge Radio Site Project #31-1617**

Further, that this bid is not a sham or collusion, and in no respect or degree is the bid made in the interest or on behalf of any person, firm, or corporation not named in the Proposal containing such bid.

CORPORATE SEAL) \_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Authorized Member

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SEAL) \_\_\_\_\_  
Notary Public in and for the State of Washington

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

9.

**BID FORM**

Project Name: Chehalis Ridge Radio Site Project Project No.: 31-1617

Name of Firm: \_\_\_\_\_

**LEWIS COUNTY  
DEPARTMENT OF CENTRAL SERVICES  
FACILITIES DIVISION  
351 NW NORTH ST, MS:PSD05  
CHEHALIS, WA 98532**

**BID PROPOSAL**

In compliance with the contract documents, the following bid proposal is submitted:

1) BASE BID (*Including Trench Excavation Safety Provisions*)

\_\_\_\_\_ \$ \_\_\_\_\_  
(Please print dollar amount in space above) (do not include Washington State Sales Tax)

TRENCH EXCAVATION SAFETY PROVISIONS

\$ \_\_\_\_\_

(Included also in Base Bid)

If the bid amount contains any work which requires trenching exceeding a depth of four feet, all costs for trench safety shall be included in the Base Bid **and indicated above** for adequate trench safety systems in compliance with Chapter 39.04 RCW, 49.17 RCW and WAC 296-155-650. Bidder must include a lump sum dollar amount in blank above (even if the value is \$0.00) to be responsive.

2) BID ALTERNATES (*Specify whether additive or deductive*)

(1) _____	\$ _____
(2) _____	\$ _____
(3) _____	\$ _____
(4) _____	\$ _____
(5) _____	\$ _____
(6) _____	\$ _____

**Do not include** Washington State Sales Tax **in alternate amounts.**

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

Time for Completion

The undersigned hereby agrees to complete all the work under the Base Bid (and accepted alternates) within \_\_\_\_\_ calendar days after the date of Notice to Proceed.



Project Name: Chehalis Ridge Radio Site Project Project No.: 31-1617

Name of Firm: \_\_\_\_\_

UNIT PRICES (Where applicable) (Do not include Washington State Sales Tax)

Item No.	Unit Description	Estimated Quantities	Additive Unit Price	Deductive Price	Unit Per Measurement
1			\$	\$	
2.			\$	\$	
3.			\$	\$	
4.			\$	\$	
5.			\$	\$	

The above unit prices shall be for any additive and deductive work within 15% of the above estimated quantities. The unit price shall include full compensation for the cost of labor, materials, equipment, overhead, profit and any additional costs associated with the unit bid.

The Owner reserves the right to accept or reject any or all unit prices within sixty (60) days of the bid date.

### Subcontractor Listing – RCW 39.30.060

If the base bid and the sum of the additive alternates is one million dollars or more the bidder shall provide names of the subcontractors with whom the bidder will **directly** subcontract for performance of the following work. If the bidder intends to perform the work, the bidder must enter its name for that category of work.

The bidder shall not list more than one subcontractor for each category of work identified UNLESS subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate.

**Failure of the bidder to submit the NAMES of such subcontractors or to name itself to perform such work shall render the bidder's bid nonresponsive and, therefore, void.**

<u>Designated Work</u>	<u>Firm Name</u>
1. Heating Ventilation Air Conditioning (HVAC)	_____
1.a. HVAC Alternate Bid # _____ (if applicable)	_____
2. Plumbing	_____
2.a. Plumbing Alternate Bid # _____ (if applicable)	_____
3. Electrical	_____
3.a. Electrical Alternate Bid # _____ (if applicable)	_____

Bidder may attach a separate sheet for additional alternate bid subcontractors.

Project Name: Chehalis Ridge Radio Site Project Project No.: 31-1617

Name of Firm: \_\_\_\_\_

### **Apprenticeship Requirements**

The apprentice labor hours required for this project are 15 % of the total labor hours. The undersigned agrees to utilize this level of apprentice participation. Voluntary workforce diversity goals for this apprentice participation are identified in the Instructions To Bidders and Supplemental Conditions.

### Liquidated Damages

The undersigned agrees to pay the Owner as liquidated damages the sum of \$ 50.00 for each consecutive calendar day that is in default after the Contract Time. Liquidated damages shall be deducted from the contract by change order.

### Receipt of Addenda

Receipt of the following addenda is acknowledged:

Addendum No. ____	Addendum No. ____
Addendum No. ____	Addendum No. ____
Addendum No. ____	Addendum No. ____

Name of Firm \_\_\_\_\_

NOTE: If bidder is a corporation, write State of Incorporation; if a partnership, give full names and addresses of all parties below.

Signed by \_\_\_\_\_, Official Capacity \_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Date \_\_\_\_\_ Telephone \_\_\_\_\_ FAX \_\_\_\_\_

State of Washington Contractor's License No. \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_ e-mail address: \_\_\_\_\_

# BOCC AGENDA ITEM SUMMARY

**Resolution:** 21-235

**BOCC Meeting Date:** June 29, 2021

**Suggested Wording for Agenda Item:**

**Agenda Type:** Legal Notice

Call for Bids for the Chehalis Ridge Radio Site

**Contact:** Doug Carey

**Phone:** 3607401337

**Department:** IS - Internal Services (including SWWF and Facilities)

## **Description:**

Call for Bids for the Chehalis Ridge Radio Tower

## **Approvals:**

User	Status
PA's Office	Approved
Scott Smitherman	Pending

## **Publication Requirements:**

### **Publications:**

The Chronicle June 29 and July 6

The Seattle Daily Journal June 29

## **Additional Copies:**

## **Cover Letter To:**