



**FORMAL BID
2023-039**

KITSAP COUNTY JUVENILE AND FAMILY COURT SERVICES

FOR

JUVENILE DETENTION PAINTING

**RESPONSE DEADLINE:
WEDNESDAY, AUGUST 16, 2023 AT 2:00 P.M.**

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APPENDICES

PLANS



INVITATION TO BID FORMAL BID 2023-039

KITSAP COUNTY JUVENILE FAMILY COURT SERVICES PAINTING THE KITSAP COUNTY JUVENILE DETENTION CENTER

BID SUBMISSION DATE & TIME **WEDNESDAY, AUGUST 16, 2023, AT 2:00 P.M.**

SUBMISSION VIA USPS DELIVERY:

Kitsap County Purchasing Office
Attn: Glen McNeill, Purchasing Agent
61- Division Street, MS-7
Port Orchard, Washington 98366

SUBMISSION VIA COURIER OR HAND DELIVERY:

Kitsap County Administration Building
Purchasing Office, 4th Floor
Attn: Glen McNeill, Purchasing Agent
619 Division Street
Port Orchard, Washington 98366

BID OPENING TIME & LOCATION **WEDNESDAY, AUGUST 16, 2023, AT 2:15 P.M.**

Kitsap County Administration Building
Commissioners Chambers, 3rd Floor
619 Division Street
Port Orchard, Washington 98366

SITE VISIT **TUESSDAY, JULY 25, 2023, AT 1:30 P.M.**

SITE VISIT MEETING LOCATION:

Kitsap County Juvenile Family Court Services
1338 SW Old Clifton Rd
Port Orchard, Washington 98367

PROJECT WORK SITE:

Kitsap County Juvenile Family Court Services
1338 SW Old Clifton Rd
Port Orchard, Washington 98367

EESTIMATE: \$300,000.00

Email only to Purchasing Supervisor below

PURCHASING CONTACT:

Glen McNeill, Purchasing Supervisor
Phone: (360) 337-4789
Email: purchasing@kitsap.gov
Website: www.kitsapgov.com/das/Pages/Online-Bids.aspx

The Kitsap County Juvenile Family Court Services will receive sealed bids for the **Painting the Kitsap County Juvenile Detention Center**. until the time and date indicated above. Bids received before the deadline will be publicly opened and read aloud at the location described above. Instructions for the delivery of bids are contained in this Invitation to Bid for the Project. Prospective Bidders are hereby notified that they are solely responsible for ensuring timely delivery of their bid to the Kitsap County Purchasing Office on or before the bid submission date and time indicated above.

The principal items or elements of this project include:

Shall consist of repair all surface areas to be painted, re-caulk exterior window/door frames, properly prep, and paint the exterior walls, roof overhang, trim, metal doors and frames. Repair all brick surface areas to be sealed, properly prep and seal exterior brick (inclusive of exterior pod recreational yards that appear to be inside). Pressure wash all green metal exterior areas not being painted. Repair all surface areas to be painted including door/door frame damage, properly prep and paint interior of facility. Due to resident youth in facility, Volatile Organic Compound of level 3 or below will be required for painting interior. Some areas will require Macro Pox paint on doors and frames and handrails. Painting areas are broken down as follows:

EXTERIOR:

- Pressure wash entire facility (inclusive of non-painting green areas)
- Repair and properly prep all surfaces to be painted
- Remove and replace caulk around windows and doors
- Repair and properly prep all brick areas to be seal coated
- Seal coat all exterior brick areas of entire facility (inclusive of pod outdoor recreational areas)
- Remove and replace signs and door numbers
- Paint exterior of administrative portion of building
- Paint 3 entry point doors (Prosecutors entry, Administrative entry, Kitchen entry both interior and exterior sides)

ADMINISTRATION INTERIOR

- Repair and properly prep all surfaces to be painted
- Remove and replace signs and door numbers
- Paint all public lobby areas, waiting room, public bathrooms
- Paint Fishbowl meeting room and hallway outside of it
- Paint all reception open area including copy room
- Paint all hallways near Judges chambers
- Paint all hallways entering Clerk area including shared open office space (not including file room)
- Paint all hallways in Prosecutor area including shared kitchen and victim interview room (not including individual offices)
- Paint 4 staff bathrooms inclusive of ceilings (2 single use and 2 multi stall)

KITCHEN / MAINTENANCE LEVEL

- Repair and properly prep all surfaces to be painted

- Remove and replace signs and door numbers
- Paint all hallways, main exterior door, interior doors, trim and 1 bathroom on this level
- This level excludes the kitchen, maintenance office, storage closets, laundry room, and stairwells

BASEMENT / JRA LEVEL

- Repair and properly prep all surfaces to be painted
- Remove and replace signs and door numbers
- Paint entire hallway
- Paint JRA enclosure (not including 2 individual offices)
- Paint all doors and trim

MAIN STAIRWELL CONNECTING BASEMENT TO ADMINISTRATIVE LEVEL

- Repair and properly prep all surfaces to be painted
- Remove and replace signs and door numbers
- Paint entire stairwell
- Paint handrails
- Paint all doors and trim

SKYBRIDGE

- Repair and properly prep all surfaces to be painted
- Remove and replace signs and door numbers
- Paint entire hallway
- Paint all doors and trim

COURT HOLDING

- Repair and properly prep all surfaces to be painted
- Remove and replace signs and door numbers
- Paint entire hallway, all cells and bathroom
- Paint all doors and trim

CONTACT VISITING AND SURROUNDING AREAS

- Repair and properly prep all surfaces to be painted
- Remove and replace signs and door numbers
- Paint entire open room area and cells behind (not including 2 individual offices)
- Paint all doors and trim

CENTRAL CONTROL

- Repair and properly prep all surfaces to be painted
- Remove and replace signs and door numbers
- Paint entire central control and bathroom

- Paint all doors and trim

DETENTION LEVEL

- Repair and properly prep all surfaces to be painted
- Remove and replace signs and door numbers
- Paint All hallways, doors, and door trim on this level
- Paint open locker room area inclusive of bathrooms
- Paint Briefing Room (both halves)
- Paint entire medical clinic including exam rooms
- Paint entire gym
- Paint all pods and cells both North and South sides
- Paint entire open intake area including half walk work stations
- Paint property room
- Paint holding cells
- Paint shower rooms
- Paint law enforcement entry area
- Paint exterior gun lockers
- Paint interior and exterior doors of pods and LE entry point in Sally Port
- This is not inclusive of individual classrooms, offices, or meeting rooms

SUMMARY

- A. Paint exposed surfaces except where a surface or material is specifically indicated not to be painted or is to remain natural. Where an item or surface is not specifically mentioned, paint the same as similar adjacent materials or surfaces.
 1. Painting includes field-painting exposed bare and covered pipes and ducts, hangers, exposed steel and iron work and primed metal surfaces of mechanical and electrical equipment.
 2. In general, conduit, ducts, piping and like material exposed in a room or area scheduled to be painted shall be painted, same color as the adjacent surface unless otherwise indicated.
 3. Labels: Do not paint over Underwriters Laboratories, Factory Mutual or other code-required labels or equipment name, identification, performance rating or nomenclature plates.

SUBMITTALS

- Product data for each paint system specified, including primers.
 1. Provide the manufacturer's technical information including label analysis and instructions for handling, storage and application of each material proposed for use.
 2. List each material and cross-reference the specific coating, finish system and application. Identify each material by the manufacturer's catalog number and general classification.
 3. Submit Material Safety Data Sheets to Owner's Representative at least

two weeks before material is delivered to the site.

- Samples for Verification Purposes: Provide samples of each color and material to be applied, with texture to simulate actual conditions on representative samples of the actual substrate.
 1. Provide stepped samples, defining each separate coat, including primers. Use representative colors when preparing samples for review. Resubmit until required sheen, color, and texture are achieved.
 2. Provide a list of material and application for each coat of each sample. Label each sample as to location and application.

QUALITY ASSURANCE

- Applicator Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent to those indicated for the Project that have resulted in a construction record of successful in-service performance.
- Workers assigned to this contract will need to have fingerprint-based background checks completed by Kitsap County Juvenile and Family Court Services prior to performing any work at the facility. Appointments can be made by contacting Jack Kissler at 360.337.5412.
- Single-Source Responsibility: Provide primers and other undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer and use only within recommended limits.
- Coordination of Work: Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information or characteristics of finish materials provided for use, to ensure compatible prime coats are used.
- Conform to the standards contained in the Master Painters Institute Architectural Painting Specification Manual, latest edition (hereafter referred to as MPI Painting Specification Manual) for all painting products including preparation and application of materials. MPI Painting Specification Manual as issued by the local MPI Accredited Quality assurance Association having jurisdiction.
- Employ only qualified journeymen in this painting and decorating work; apprentices may be employed on the project to work under the direction of qualified journeymen.
- Workers assigned to this contract will need to have fingerprint-based background checks completed by Kitsap County Juvenile and Family Court Services prior to performing any work at the facility. Appointments can be made by contacting Jack Kissler at 360.337.5412.
- Paint Grade: 'Premium' as defined by the MPI.
- All paint manufacturers and products used shall be as listed under the "Approved Products" section of the MPI Architectural Painting Specification Manual.

BENCHMARK SAMPLES (MOCK-UPS)

- Provide a full-coat benchmark finish sample for each exterior coating and color required. Comply with procedures specified in PDCA P5-04. Duplicate finish of approved sample Submittals.
 1. Owner will select one surface to represent surfaces and conditions for application of each type of coating and color.
 - a. Wall Surfaces: Provide samples on at least 100 sq. ft.
 2. Apply benchmark samples, according to requirements for the completed Work.
Provide required sheen, color, and texture on each surface.
 - a. After finishes are accepted, Owner will use the surface to evaluate coating systems of a similar nature.
 3. Final approval of colors will be from benchmark samples.

DELIVERY, STORAGE AND HANDLING

- Deliver materials to the job site in the manufacturer's original, unopened packaged and containers bearing manufacturer's name and label, and the following information:
 1. Product name or title of material.
 2. Product description (generic classification or binder type)
 3. Manufacturer's stock number and date of manufacture.
 4. Contents by volume, for pigment and vehicle constituents.
 5. Thinning instructions.
 6. Application instructions.
 7. Color name and number.
- Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg. F (7 deg. C). Maintain containers used in storage in a clean condition, free of foreign materials and residue.
 1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

JOB CONDITIONS

- Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 deg. F (10 deg. C) and 90 deg. F (32 deg. C).
- Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperature are between 45 deg. F (7 deg. C) and 95 deg. F (35 deg. C).
- Do not apply paint in snow, rain, fog or mist; or when the relative humidity exceeds

85 percent; or at temperatures less than 5 deg. F (3 deg. C) above the dew point; or to damp or wet surfaces.

1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by the manufacturer during application and drying periods.
- Do not proceed with any work under this Section unless a lighting level of a minimum of 15 candlepower per square foot is provided on the surfaces to be finished.

EXTRA STOCK

- For the Owner's maintenance purposes for touch up, furnish one properly filled, labeled and sealed gallon can of each type of finish coat of each color taken from the batch mix furnished for the work. Turn over to the Owner's representative at completion of the painting work. Obtain receipt to include in close-out documents.

PAINTING

- Paint to be applied according to manufacturer's instructions and approved specifications. Elastomeric coatings when sprayed must be back rolled; the last pass must be in a downward direction to ensure a uniform appearance. Approved paint products must be Sherwin Williams. Sherwin Williams paints provide quality and performance standard as well County Facilities Maintenance standard. A Material Safety Data Sheet (MSDS) is required on all products/chemicals that are brought on property.
- Work must meet/exceed all codes, rules, and regulations as set forth by the City, County, and State of Washington.

INSTRUCTIONS:

SITE VISIT. A pre-bid site visit will be held at the location described above. The site visit will start with a meeting at the Kitsap County Juvenile Family Court Services **1338 SW Old Clifton Rd Port Orchard, Washington 98367** and then all attendees will proceed as a group to Juvenile Detention Center for a tour of the project work site to familiarize bidders with the environment in which the services under this solicitation will be provided. This will be the only tour of the site and facilities.

Oral statements or instructions made during the site visit will not constitute an amendment to this solicitation. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy must be submitted in writing via email to the Purchasing Supervisor.

Attendance at the site visit must be prearranged with the Purchasing Agent and limited to a maximum of two (2) representatives from each bid team. Personal protective equipment (PPE), including hard hats, safety vests, and closed-toe shoes, must be worn by all attendees. Those attending should provide their own PPE for the site visit. Attendees planning to attend shall email the full name of attendees to the Purchasing Agent a minimum 24-hours in advance

COMMUNICATION. All communication concerning this solicitation, including but not limited to questions about the bid process, the contract terms and conditions, how to obtain copies of the bid documents, and/or questions resulting from attendance at the pre-bid site visit, must be directed *via email only* to Kitsap County's Purchasing Supervisor at purchasing@kitsap.gov.

Questions will be accepted until **Wednesday, August 9, 2023 at 1:00 p.m.** All correspondence related to this solicitation should refer to the solicitation number and page. Bidders are responsible for asking any questions they may have; failure to do so will not relieve the Bidders of any responsibilities under this solicitation or any subsequent contract. Bidders may only rely on written answers issued by the Purchasing Agent. Substantive questions and answers will be posted as addenda on the Kitsap County website. It is the responsibility of the bidder to assure that they received responses to questions if any are issued. *Oral communications are unofficial and nonbinding on the County.* Questions to or communications with other Kitsap County staff may disqualify bidders from the evaluation process. Bid documents may be found on the Kitsap County Website www.kitsapgov.com/das/Pages/Online-Bids.aspx.

ADDENDA. The County will issue a written addendum if it changes, revises, deletes, clarifies, increases, or otherwise modifies the solicitation. All addenda and appendices will be published on the Kitsap County website. It is the bidder's responsibility to check for addenda and appendices. Bidders shall acknowledge receipt of all addenda and complete and submit all solicitation appendices with the offer. Bidders that do not comply with this section may be rejected as non-responsive.

SUBMISSION. Each bid proposal shall be submitted in hard copy format, completely sealed in a separate envelope, properly addressed as stated above, with the name and address of the bidder and the name of the project and solicitation number plainly written on the outside of the envelope. Two (2) paper copies of the bid proposal must be provided as well as one (1) electronic copy (flash/thumb drive).

All bids shall be accompanied by:

- County Bid Proposal – as published in Invitation to Bid
- Signed acknowledgment of receipt of all addenda
- Surety company Bid Bond on an approved form, certified check, or cashier's check payable to Kitsap County in an amount not less than five percent (5%) of the bid Proposal
- Subcontractor's List
- Bidder Information
 - Bidder Responsibility Checklist
 - Subcontractor Responsibility Checklist
 - Project References
- Non-Collusion Affidavit
- Certification of Compliance with Wage Payment Statutes

All of the above items must be complete in all respects, including signatures (notarized where required). Kitsap County reserves the right to award the bid in a manner which will best serve the County, taking into consideration the Bidder Responsibility Statement included with the bids, the requirements of the Specifications herein, and the Contract Documents.

WAIVERS AND REJECTION. Kitsap County reserves the right to reject any and all bids and to waive informalities or irregularities. Bids received after the time set for submission of bids will not be considered. The County in its sole discretion also retains the absolute right without penalty to

withdraw and/or amend all or any portion of this solicitation at any time, for any reason and no reason, up to contract execution. If there is any conflict between amendments, or between an amendment and the solicitation documents, whichever document was issued last in time shall control. The County may at any time reject all or part of any offer as non-responsive for any of the following reasons: 1) late or incomplete offer; 2) noncompliance with any part of the solicitation; 3) inaccurate, misleading, exaggerated, or false information; or 4) failure to respond to every solicitation item or to provide all information requested.

Bids are likely to be rejected if the lowest, responsible, responsive Bid received exceeds the Engineer's estimate by an unreasonable amount.

WITHDRAWAL OF BID. Bidders may modify or withdraw a submitted bid prior to the due date and time. A request to modify or withdraw must be in writing, signed by an authorized representative of the bidder, and submitted to the Purchasing Agent. Faxed withdrawals will NOT be accepted. A withdrawn bid may be resubmitted prior to the offer due date and time. Negligence in preparing a bid confers no right of withdrawal or modification after the due date and time.

BOND FORFEIT. Should the successful bidder fail to enter into a contract with the County in accordance with the Bid and furnish all documents and bonds required within the time frames stated in the specifications, the bid proposal deposit or bond shall be forfeited to Kitsap County.

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION. Pursuant to RCW 39.19, it is the policy of Kitsap County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Kitsap County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises. Bidders are encouraged to utilize qualified, local businesses in Kitsap County and Washington State where cost effectiveness is deemed competitive. In addition, bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

LIABILITY FOR ERRORS. While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Nothing in this solicitation is intended to relieve the bidder from forming their own opinions and conclusions with respect to the matters addressed in the solicitation.

PREPARATION COSTS. The County is not liable for any costs incurred by the bidder in preparing, evaluating, submitting, developing, demonstrating, presenting, negotiating, or providing a response, and/or samples for this solicitation. All such activities are done at the bidder's own expense. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

ACCEPTANCE IS NOT BINDING. Acceptance of an offer does not bind the County until the offer is approved by the appropriate County level of authority and a contract is executed by both parties.

BRAND NAMES AND EQUIVALENTS. References to manufacturers, trade names, brand names or catalog numbers in the solicitation are intended to be descriptive, not restrictive, unless otherwise stated, and are intended to indicate the level of quality, design, or performance desired. Any offer which proposes equal or greater quality, design or performance may be considered. Offers based on equivalent products must clearly describe the alternate offered and indicate how it differs from the product specified; and, include complete and sufficient descriptive literature and/or specifications to enable a full and fair determination as to whether the proposed alternate will be equal to or better than the product named in the solicitation. The County has the sole authority to accept or reject any like item and may require the bidder to provide additional information and/or samples. If the bidder does not specify otherwise, it is understood that the referenced brand will be supplied.

SPECIFICATIONS. The apparent silence of the Specifications as to any detail shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made based on this statement.

DESCRIPTIVE LITERATURE. All bids shall include complete manufacturer's descriptive literature regarding the equipment, goods and/or services proposed to be furnished. Literature shall be sufficient in detail to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

CONFLICT OF INTEREST. Bidders shall disclose whether the bidder is an immediate family member of or engaged in any business enterprise with a County employee or elected or appointed official with authority to award the solicitation. Such disclosure shall be identified in writing in the bid proposal.

GRATUITIES AND KICKBACKS. The bidder and any employee or agent thereof is prohibited from soliciting, accepting, offering, or giving, or agreeing to solicit, accept, offer, or give, any gratuity, service, or reward, including an offer of employment, with the purpose of or in a manner that would influence any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, to influence the content of any specification or procurement standard, or to influence any investigation, audit, proceeding or application, request for ruling, determination on a claim or controversy, or other matter related to or associated with this solicitation.

NOTICE. Washington law imposes civil and criminal penalties for violation of purchasing guidelines, bribes, gratuities, and kickbacks.

REFERENCE CHECKS. The County may conduct reference checks to verify the bidder's past performance. Reference checks indicating poor or failed performance may be cause for rejection. Failure to provide requested reference contact information may result in the bid being non-responsive. The County reserves the right to obtain reference checks, other than those provided by the bidder, relevant to the services to be provided and the prospective working relationship between the County and the bidder.

PERSONNEL. It is essential the bidder provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed in this solicitation. The bidder agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the County.

PROTESTS. Protests of this solicitation must follow RCW 39.04.105.

BIDDERS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION AND TO REVIEW AND UNDERSTAND THE CONDITIONS, REQUIREMENTS, AND CONTRACTOR RESPONSIBILITIES OUTLINED IN THIS INVITATION TO BID.

BID PROPOSAL

TO: Kitsap County Board of Commissioners
 614 Division Street
 Port Orchard, WA 98366

Board of Commissioners:

The undersigned bidder agrees, if this bid is accepted, to enter into a contract with the County, in the form included herein to perform and furnish the work as specified or indicated in the bidding documents for the bid price and within the bid times indicated in this bid and in accordance with the other terms and conditions of the contract documents.

In submitting this bid, bidder represents, as more fully set forth in the contract, that:

1. This bid will remain subject to acceptance for sixty (60) days after the day of bid opening. The County retains the right to request the apparent low bidder extend the award period or adjust their price accordingly. If an adjustment is requested, the County reserves the right to request the same adjustment from other bidders.
2. The County has the right to reject this bid.
3. Bidder will sign and submit the contract attached hereto with all bonds and other documents required by the bidding requirements within ten (10) days after the date of County's Notice of Award.
4. Bidder has examined copies of all the bidding documents.
5. Bidder has made sufficient examination and has investigated and is satisfied as to the conditions to be encountered, the character, quantity, quality and scope of work, the quantities and qualities of materials to be supplied and equipment and labor to be used, and the requirements of the contract and proposal submitted, including all addenda for performance of the work.
6. Bidder has visited the jobsite, or has waived such visit, and is completely familiar with the existing conditions, concurrently scheduled construction, access, staging and site limitations, and has made allowances for those conditions in their bid.
7. Bidder is familiar with all federal, state, and local laws, ordinances and regulations which in any manner might affect those engaged or employed in the work, the materials, equipment, or procedures used in the work, or which in any other way might affect the conduct of the work. The Bidder is assumed to be familiar with such laws and regulations, and no plea of misunderstanding or ignorance of the law will be considered.
8. Bidder has correlated the information known to bidder, information and observations obtained from visits to the site, reports and drawings identified in the bidding documents and additional examinations, investigations, explorations, tests, studies, and data with the bidding documents.
9. Bidder agrees that the work will be completed within the time period established in the Contract Documents, as defined in the Specifications, from the date of Notice to Proceed.

10. The bidder has determined from careful examination the methods, materials, labor and equipment required to perform the work in full and shall reflect the same in its bid price. If, during the performance of the work, methods, materials, labor or equipment required are beyond those anticipated by the bidder, the Bidder will not be entitled to additional compensation except as may be provided for elsewhere in these specifications.

Bidder has received the following addenda, receipt of which is hereby acknowledged:

DATE	NUMBER
_____	_____
_____	_____
_____	_____
_____	_____

SUMMARY OF BID DOCUMENTATION:

It is mandatory that each bidder complete and submit with its bid the documentation required by the contract documents, including but not limited to the following:

1. Bid Proposal
2. Bid Bond
3. Subcontractor's List
4. Bidder Information
 - a. Bidder Responsibility Checklist
 - b. Subcontractor Responsibility Checklist
 - c. Project References
5. Non-Collusion Affidavit Certificate
6. Certification of Compliance with Wage Payment Statutes

BASIC BID:

Pursuant to and in compliance with the advertisement for bids and other documents relating thereto, the undersigned Bidder hereby certifies having carefully examined the Contract Documents for **juvenile Detention Painting Project** as well as conditions affecting the work, and is familiar with the sites; and having made the necessary examinations, hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the work in strict accordance with the bidding and Contract Documents for an amount computed upon the basis of the quantity of work actually performed at the Bid prices set forth herein.

PROPOSAL:

The County seeks bids to repair and paint the interior and exterior surfaces of the Kitsap County Juvenile Detention Center.

The work shall consist of repair all surface areas to be painted, re-caulk exterior window/door frames, properly prep, and paint the exterior walls, roof overhang, trim, metal doors and frames. Repair all brick surface areas to be sealed, properly prep and seal exterior brick (inclusive of exterior pod recreational yards that appear to be inside). Pressure wash all green metal exterior areas not being painted. Repair all surface areas to be painted including door/door frame damage, properly prep and paint interior of facility. Due to resident youth in facility, Volatile Organic Compound of level 3 or below will be required for painting interior. Some areas will require Macropoxy paint on doors and frames and handrails. Painting areas are broken down as follows:

UNIT PRICES:

The Bidder certifies that the cost of all labor, equipment, plans, materials, including overhead and profit, necessary for proper completion of the work shall be included in the prices for the various bid items. NOTE: UNIT PRICES FOR ALL ITEMS, ALL EXTENSIONS, AND THE TOTAL AMOUNT OF BID MUST BE SHOWN. All prices shall be in legible and written in ink, typed, or computer printed. Erasures, interlineations, or other modifications in the proposal shall be initialed in original blue ink by the authorized person signing the proposal. The proposal shall include: a unit price for each item (omitting digits more than four places to the right of the decimal point); an extension for each unit price (omitting digits more than two places to the right of the decimal point); and the total contract price (the sum of all extensions). Unit prices for all numbers shall be shown in both words and figures. In case of conflict, words shall govern.

SALES TAX:

All work identified in the bid schedule is subject to collection of Washington State sales tax on the Contract Price. Bidders should contact the Washington State Department of Revenue for further clarification of sales tax rules. If the project extends through a sales tax increase, the Contractor will be allowed a commensurate increase in the sales tax and adjustment in the contract amount. However, the County will not adjust payment if the Bidder bases a Bid on a misunderstood tax liability.

DELIVERY:

The total cost shall include all freight, handling, delivery, surcharges, and other incidental charges that may be required to provide the services or deliver the commodities. All prices shall include freight FOB destination, freight included to the designated delivery point. Additional charges such as fuel surcharges will not be accepted by the County. If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment.

ALTERNATES:

The Bidder shall bid on all alternates and/or schedules as they are fully considered in making the award. If a bidder fails to bid an alternate or schedule, or if he or she notes "no bid," it will be construed as meaning that there will be no change in the contract amount and that the alternate or schedule is included in the contract amount.

BID SCHEDULE

Olympic View Transfer Station Electrical Improvements

Item No.	Ref. Section	Estimated Quantity	Unit	Unit Price	Amount (Qty x Unit Price)
1. Exterior Painting	All	1	<u>LS</u>	\$	\$
2. Interior Painting					
3. Building Preparation Cost (Exterior)					
4. Building Preparation Cost (Interior)					
5. Materials Cost (Exterior)					
6. Materials Cost (Interior)					
Please add any other related Costs as Applicable					
Subtotal					\$
Sales Tax @ 9.3%					\$
Total					\$

AWARD OF SCHEDULES:

The Proposal contains one schedule to assist the County in tracking the costs associated with separate components of the overall project. The intent of the County is to award a Contract for all schedules to the lowest responsive and responsible bidder provided the Bid has been submitted in accordance with the requirements of these specifications. However, the County reserves the right to award any of the schedules singularly or in combination thereof. Failure to complete all schedules in their entirety will result in the bid being non-responsive. The sum of all schedules will be used to determine the lowest responsible bidder.

OPENING OF BIDS:

Bids received prior to the time of opening will be kept unopened and secured until the time of the bid opening as specified in the Advertisement for Bids. No bid received thereafter will be considered. No responsibility will attach, and bidders waive any and all complaints against the County, for premature opening of an improperly addressed or identified bid.

At the time and place fixed for the opening of bids, every bid received within appropriate time will be opened and publicly read aloud.

The County reserves the right to postpone the date and time for receiving and/or opening of bids at any time prior to the date and time established in the Invitation to Bid. Postponement notices shall be mailed to bidders in the form of addenda.

The County may reject all bids if they exceed budgeted cost or the County may negotiate bid pricing with the apparent low responsive bidder including changes in the plans and specifications, to bring the bid within budgeted cost.

CONTRACT AND BOND:

If notified of the acceptance of this bid within sixty (60) days of the time set for opening of bids, the undersigned agrees to execute a contract for the above work, for a compensation computed from the above-stated sums, on the Contract provided herein and to furnish the performance and payment bonds as required.

BID BOND:

It is agreed that if the undersigned fails to execute the Contract and furnish the performance and payment bonds within ten (10) days after written notice of award of Contract, then the Bid Bond shall be retained by the County as liquidated damages. If this bid is not accepted within sixty (60) days after the time set for the opening of bids, or if the undersigned delivers said Contract and bonds in a timely manner, then the check or cash shall be returned, or the Bid Bond shall become void.

SIGNATURE

Signed By: _____ Date: _____

Printed Name: _____ Title: _____

Name of Firm: _____

Address: _____

Phone: (_____) _____ Fax: (_____) _____

END OF BID PROPOSAL

BID BOND
FORMAL BID 2023-039

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, hereinafter called the Principal, and _____, hereinafter called the Surety, are jointly and severally held and firmly bound unto the Kitsap County Department of Public Works, hereinafter called the Owner, each in the sum of five percent (5%) of the total amount of the Bid of the Principal for the work, this sum not to exceed _____ dollars (\$_____) of lawful money of the United States for the payment thereof unto the Owner, the Principal, and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of Owner's contract for construction of: **Olympic View Transfer Station Electrical Improvements**.

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the contract, and if the Principal, within the time specified in the bid for such contract, enters into, executes, and delivers to the Owner an agreement in the form provided herein complete with evidences of insurance, and if the Principal within the time specified in the bid gives the Performance and Payment Bond on the form provided herein to the Owner, then this obligation shall be void; otherwise, the Principal and Surety will pay unto the Owner the sum set forth above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety, and the Owner and their respective heirs, executors, administrators, successors, and assigns.

SIGNED AND SEALED this _____ day of _____, 202_.

Contractor's Corporate Seal

Principal

Signature for Principal

Title of Signatory

Surety's Corporate Seal

Surety

Signature for Surety

Title of Signatory

END OF BID BOND

SUBCONTRACTORS LIST

Each bidder is required to submit as part of the bid or within one hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning; plumbing as described in RCW 18.106; and electrical as described in RCW 19.28; or to name itself for the work. Additionally, each bidder is required to submit as part of the bid or within 48-hours after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of structural steel and rebar. 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 or the naming of two or more subcontractors to perform the same work shall render the Bidder's bid non-responsive and, therefore, void.

List subcontractors appropriately

OTHER SUBCONTRACTORS (whose work is equal to or greater than 10% of the bid)
(Note: This is required by this contract and not RCW 39.30.060)

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

Full Legal Name:
Address:
Contact Person:
Telephone No. and Email Address:
Service(s)/items Solicited:

Full Legal Name:
Address:
Contact Person:
Telephone No. and Email Address:
Service(s)/items Solicited:

Full Legal Name:
Address:
Contact Person:
Telephone No. and Email Address:
Service(s)/items Solicited:

END OF SUBCONTRACTORS LIST

BIDDER INFORMATION

Contracting Firm Name:
Number of Years Contractor has been in the construction business under its present firm name:
Present gross dollar amount of work under contract:
Present gross dollar amount remaining to be completed of work under contract:
General type of work performed by firm:

List the top five major pieces of equipment to be used on this project:	Owned	Leased	Rented
1.			
2.			
3.			
4.			
5.			

Project Manager and Superintendent responsible for this project	# of Years with Firm
Name of Project Manager:	
Name of Superintendent:	

Bank Reference:
Have you changed bonding companies within the last three years?
If so, why? (Optional)

Have you ever been sued by a client or have you ever sued a client on any public works contract for a special purpose district, municipality, county, or state government? _____

For what reason? _____

Disposition of case, if settled: _____

Do you have any outstanding payments due to the Department of Revenue? _____

If yes, describe the plan to address those payments _____

Bidder agrees that the County shall retain the right to obtain any and all credit reports?

(_____) _____
Yes Signature

In the last 5 years, has the Bidder had a three-year average Experience Modification Rate (EMR) no greater than 1.1 (Include EMR documentation)?

(_____) _____
Yes/No Signature

Does the Bidder have sufficient bonding capacity?

(_____) _____
Yes/No Signature

The Bidder shall include with their Bid a notarized statement from an admitted and Washington State approved surety insurer, which states that Bidder's current bonding capacity is sufficient for this project.

In the last five (5) years, has the Bidder had their Contractor's license revoked?

(_____) _____
Yes/No Signature

In the last five (5) years, has the Bidder been "defaulted" or "terminated" by an owner (other than for convenience of the owner)?

(_____) _____
Yes/No Signature

In the last five (5) years, has the Bidder been convicted of a crime involving the awarding of a contract of a government (local, state, or federal) construction project or the bidding or performance of a government construction contract?

(_____) _____
Yes/No Signature

In the last five (5) years, has the Bidder been found guilty in a criminal action, for making any false claim or material misrepresentations to any public agency or entity?

(_____) _____
Yes/No Signature

In the last five (5) years, has the Bidder been convicted of a crime involving any federal, state or local law related to construction, including acts of dishonesty?

(_____) _____
Yes/No Signature

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

SUBCONTRACTOR RESPONSIBILITY CHECKLIST

The following checklist will be used to document that the Bidder meets the mandatory bidder responsibility criteria. Please print a copy of documentation from the appropriate website to be included with the submittal.

General Information	
Project Name: Juvenile Detention Painting Project	Solicitation Number: 2023-039
Subcontractor's Business Name:	Bid Submittal Deadline: Friday, September 8, 2023 at 3:00
Contractor Registration	
License Number:	Status: Active: Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Subcontract Bid Submittal Deadline):	Expiration Date:
Contractor Infraction List	
Is Subcontractor on Infraction List? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Current UBI Number	
UBI Number:	Account Status: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Industrial Insurance Coverage	
Account Number:	Account Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
Employment Security Department Number	
Employment Security Department Number:	
<i>Provide a copy of latest correspondence containing subcontractor's account number with Employment Security Department. Do not provide documents containing personal information such as social security numbers.</i>	
State Excise Tax Registration Number	
Tax Registration Number:	Account Status: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Not Disqualified from Bidding	
Has the Subcontractor ever been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Has the Subcontractor been listed on the County's debarment list in the last two (2) years? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Has the Subcontractor received training on the requirements related to public works and prevailing wage (RCW 39.04.350(f))? Yes <input type="checkbox"/> No <input type="checkbox"/> Exempt <input type="checkbox"/>	
Contractor Licenses	
Electrical: If required by Chapter 19.28 RCW, does the Subcontractor have an Electrical Contractor's License? Yes <input type="checkbox"/> No <input type="checkbox"/>	Elevator: If required by Chapter 70.87 RCW, does the Subcontractor have an Elevator Contractor's License? Yes <input type="checkbox"/> No <input type="checkbox"/>
Checked by:	
Name of Employee:	Date:

[THIS FORM SHALL BE COMPLETED IN FULL FOR EACH SUBCONTRACTOR AND SUBMITTED WITH THE BID PROPOSAL]

NON-COLLUSION AFFIDAVIT

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 this proposal to Kitsap County for its consideration in the award of the contract.

Legal Name of Bidder

By (Signature)

Sole Proprietorship Partnership Joint Venture Corporation Other

Street Address

City

State

Zip

Telephone

State of Washington Contractor's Number

STATE OF WASHINGTON)

(_____) SS.

COUNTY OF KITSAP)

On this day personally appeared before me _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 202__

Notary Public in and for the State of Washington, residing at

My Commission Expires: _____

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

END OF NON-COLLUSION AFFIDAVIT

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date of **Tuesday, May 23, 2023**, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

_____ _____ _____
Date City State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

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

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

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

END OF CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

BIDDER'S CHECKLIST

NOTE: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and by the Successful Bidder after notification of award and is not intended to be all-inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and submission of the Bid.

1. Contract Documents thoroughly read and understood. _____
2. Attend pre-bid conference. _____
3. All blank spaces in proposal filled in, preferably in black ink. _____
4. Receipt of all addenda acknowledged. _____
5. Review of geotechnical information acknowledged. _____
6. Bid Form and other documents are signed by authorized officer. _____
7. Prices computed and presented correctly. _____
8. Subcontractors are named as indicated in the Contract Documents. _____
9. The following documents, to be submitted with the bid, completed, signed, and dated as applicable.
 - a. Bid Proposal _____
 - b. Bid Guaranty Bond _____
 - c. Subcontractors List _____
 - d. Bidder Information
 - i. Bidder Responsibility Checklist _____
 - ii. Subcontractor Responsibility Checklist _____
 - iii. Project References _____
 - e. Non-Collusion Affidavit Certificate _____
 - f. Certification of Compliance with Wage Payment Statutes _____
10. Bid documents submitted in sealed envelope and properly labeled. _____
11. The following documents shall be executed and complied with after the contract is awarded:
 - a. Capital Projects Contract Agreement _____
 - b. Performance and Payment Bond _____
 - c. Insurance Certificates _____

END OF BIDDER'S CHECKLIST

ONTRACT NO. KC-XXX-23
CAPITAL PROJECTS CONTRACT AGREEMENT

This Contract is made and entered into this _____ day of _____, 2023 between Kitsap County, a political subdivision of the State of Washington, having its principal offices at 614 Division Street, Port Orchard, Washington 98366 (“County”), and [CONTRACTOR], a [CONTRACTOR TYPE], having its principal offices at [CONTRACTOR ADDRESS] (“Contractor”).

WHEREAS, the County desires to construct the **Kitsap County Juvenile Detention Project**

WHEREAS, the Contractor has been selected by competitive bid **2023-XXX** as the responsible bidder with the lowest responsive bid as is required by Chapter 39.04 RCW.

NOW THEREFORE, in consideration of the terms and conditions of this Contract, the County and the Contractor mutually agree as follows:

1. CONTRACT DOCUMENTS

The Contract between the parties is expressed in the Contract Documents, which include Formal Bid **2023-XXX** and all parts thereof; all Addenda; the full and complete accepted Bid Proposal and Bid Bond; all Performance and Payment Bonds; the Plans and Specifications; all change orders, field orders and other modifications thereof entered into in accordance with the Contract, and this Contract itself.

2. DESCRIPTION OF THE WORK

This Contract provides for the construction of electrical improvements in accordance with the Plans and Specifications entitled “**Kitsap County Juvenile Detention Project.**” Contractor agrees to furnish all material, labor, carriage, tools, equipment, apparatus, facilities, and anything else necessary to complete the work in a professional and workmanlike manner.

The Contractor shall complete its Work in a timely manner and in general accordance with the agreed schedule submitted by the Contractor and approved by the County.

3. NOTICE TO PROCEED

The County shall issue a Notice to Proceed after the execution of the Contract and receipt of all necessary required documents, including, where applicable, Performance and Payment Bond, a copy of insurance policies and/or any and all Certificates of Insurance and Additional Insured Endorsements. The Notice to Proceed shall provide the Start Date.

4. TIME IS OF THE ESSENCE; LIQUIDATED DAMAGES

Time is of the essence in the performance of this Contract. The Contractor agrees to work promptly and fully complete the work within the limits as described in the Contract Documents. Failure to complete the work within the allowed time limit will subject the Contractor to the payment of liquidated damages as described herein.

Delays in the completion of this Contract will negatively affect the efficient and continuous operation of the Olympic View Transfer Station through prolonged disruption of the operations area and when, during bad weather events, electricity is interrupted and prevents key pieces of equipment from managing solid waste entering the facility. Delays also cost taxpayers undue sums of money, adding time needed for additional administration, engineering, inspection, and supervision. Accordingly, the Contractor agrees to pay liquidated damages in the amount of \$350.00 for each working day beyond the number of working days established below, and to

authorize the County to deduct these liquidated damages from any money due to coming due to the Contractor.

When the Contract Work has progressed to Substantial Completion, as defined below, the County may determine the Contract Work is Substantially Complete. The County will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, liquidated damages identified above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the County, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.

5. TIME FOR COMPLETION

The work to be performed under this Contract shall commence upon receipt of Notice to Proceed. Time for Completion of the Contract Documents and Substantial Completion of the work shall be achieved within eighty [80] Working Days, exclusive of a Procurement Suspension.

Substantial Completion is when all physical work is complete except for punch list items. In other words, this is the date that the contracting agency has full and unrestricted use of the facilities, both from an operational and safety standpoint. Only minor incidental work remains, such as replacement of temporary substitute facilities or minor corrections or repairs.

Contract Time may be suspended for procurement of critical materials (Procurement Suspension). In order to receive a Procurement Suspension, the Contractor shall within 7 calendar days after approved submittals, place purchase orders for all materials deemed critical by the County for physical completion of the Contract. The Contractor shall provide copies of purchase orders for critical materials. Such purchase orders shall disclose the purchase order date and estimated delivery dates for such critical material.

The Contractor shall show procurement of the materials listed below as activities in the Project Schedule. If the approved Project Schedule indicates that the materials procurement are critical activities, and if the Contractor has provided documentation that purchase orders are placed for the critical materials within the prescribed 7 calendar days, then Contract Time will be suspended for physical completion of critical work dependent upon the below listed critical materials:

- Standby Engine Generator

Charging of the final ten [10] Working Days of Contract Time in accordance with the Work Sequence within the Specifications shall resume upon delivery of the critical materials to the Contractor.

6. CONTRACT AMOUNT

The County hereby agrees to pay the Contractor according to the Contractor's Bid in the amount of \$[CONTRACT AMOUNT] (including accepted alternates and Washington State Sales Tax (WSST)), at the time and manner and upon the conditions provided for in this Contract.

7. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a representative. Each party may change its representative upon providing written notice to the other party. These representatives will be:

County's Contract Representative

Name: [County Rep Name]
Title: [County Rep Title]
Address: [County Rep Addr]
Phone: [County Rep Phone]
Email: [County Rep Email]

Contractor's Contract Representative

Name: [Contractor Rep Name]
Title: [Contractor Rep Title]
Address: [Contractor Rep Addr]
Phone: [Contractor Rep Phone]
Email: [Contractor Rep Email]

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

8. PAYMENT

At monthly intervals, unless determined otherwise by the County, the Contractor shall submit to the County an invoice or billing statement. Within thirty (30) calendar days of receiving an invoice or billing statement, the County shall pay ninety-five (95) percent of the invoice if such invoice or statement is acceptable to the County. Five (5) percent of the invoice or statement amount shall be retained in accordance with Chapter 60.28 RCW. No invoice or billing statement will be paid until all schedules for the previous month have been met and other documentation required by the Contract Documents have been submitted.

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten (10) working days following notice from the County, then, in its sole discretion and upon written notice to the Contractor, the County may withhold any and all monies due and payable to the Contractor without penalty until such failure to perform is cured or otherwise adjudicated.

Unless otherwise provided for in this Contract or any of the Contract Documents, the Contractor will not be paid for any billings or invoices presented for payment prior to the execution of this Contract and the Notice to Proceed or for work performed after the Contract's termination.

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

9. PREVAILING WAGES

Contractor shall be responsible for complying with the prevailing wage requirements associated with Chapter 39.12 RCW and WAC 296-127.

Pursuant to Chapter 39.12 RCW and WAC 296-127, the Contractor shall pay not less than the prevailing rate of per diem wages to its employees and provide documentation to the County of its compliance with prevailing wage laws and regulations. The prevailing rate shall be calculated as of **July XX, 2023** for Kitsap County and the applicable trade. For all subcontractors, the Contractor agrees that the date for determining prevailing wages will be the date of the contract between the Contractor and the subcontractor. A copy of such prevailing rates of per diem wages can be found at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/> and shall be posted by the Contractor at the work site.

A "Statement of Intent to Pay Prevailing Wages" (hereinafter "Statement of Intent") must be submitted to and approved by the State Department of Labor and Industries prior to beginning work by the Contractor. The Statement of Intent shall include the Contractor's registration number, the prevailing wage for each classification of workers, and an estimate of the number of workers in each classification. An 'Affidavit of Wages Paid' must be submitted to and approved by the State Department of Labor and Industries by the Contractor prior to release of the retained percentage. Copies of these documents shall be provided to the County prior to any payment being made to the Contractor. The fee for each of these documents shall be paid by the Contractor.

10. PERFORMANCE AND PAYMENT BONDS; RETAINAGE

a. The Contractor agrees to provide Performance and Payment Bonds on forms approved by the County. Pursuant to Chapter 39.08 RCW, the Contractor shall make, execute, and deliver to the County the performance and payment bonds for the full contract amount of **[\$[CONTRACT AMOUNT]**. The bonds shall also cover any and all approved change orders. The bonds must be submitted within ten (10) days after contract execution.

b. The County shall reserve a contract retainage of five (5) percent of every invoice in accordance with chapter 60.28 RCW. The County shall promptly release any retained percentage withheld if after sixty (60) calendar days of final completion and acceptance of all contract work, no liens or claims are filed against the project, and after receipt of the Department of Revenue's Certificate designating taxes due or to become due are discharged and receipt by the County of an "Affidavit of Wages Paid."

c. For purposes of the RCW 60.28.011, the term "completion of all contract work" has the same meaning as the "date of final acceptance" under RCW 36.08.010.

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

e. Payment and performance bonds for this project have been issued by **[SURETY COMPANY NAME]**, Street address: **[ADDRESS]**, City: **[CITY]**, Telephone: **[PHONE NUMBER]**, Contact Person: **[CONTACT PERSON]**, in the amount of **[BOND AMOUNT]**.

11. HOLD HARMLESS AND INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively "Indemnitees") from and against all Claims resulting from or arising out of the performance of the Contract, whether such Claims arise from the acts, errors, or omissions of the Contractor, its Personnel, third parties, or anyone directly or indirectly employed by any of them, or anyone for whose acts, errors, or omissions for which any of them may be liable. It is the specific intent of the parties that the Indemnitees shall, in all instances except Claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by the Contractor from and against any and all Claims.

With regard to any Claim against any Indemnitee by any of the Contractor's Personnel, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's Personnel under workers compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, the Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) and acknowledges this waiver was mutually negotiated by the parties.

Should a court of competent jurisdiction determine the Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and agents, the Contractor's liability hereunder, including the duty and cost to defend, will be only to the extent of the Contractor's negligence.

"Claim" means all losses, claims, suits, actions, liabilities, damages, demands, judgments, settlements, expenses, fines, or other liabilities of any kind or nature whatsoever, including without limitation, all costs including costs of Claim processing, investigation, reasonable attorneys' fees, consequential damages, and punitive damages, for any personal or bodily injury, sickness, disease, disability, or death, or loss or damage to tangible or intangible business or property, including the loss of use. Claim includes any infringement, violation, or misappropriation of copyright, patent, trademark, or other proprietary rights of any third parties.

Obligations/Notice of Claim. The County will provide the Contractor notice of the assertion of liability by a third party that may give rise to a Claim by the County against the Contractor based on the indemnity contained herein. The Contractor shall respond to the County's tender of defense of a claim in writing within fourteen (14) calendar days from the notice date and will advise the County if the Contractor accepts or denies tender of the claim. The County may in its discretion withhold all or part of any payment due the Contractor under the Contract until the Contractor responds to such notice. The Contractor shall keep the County timely and fully informed through all stages of the defense and promptly respond to and comply with the County's requests for information. The County at all times reserves the right but has no obligation to participate in the defense and settlement of any Claim. Such participation shall not constitute a waiver of the Contractor's indemnity and defense obligations under the Contract. The Contractor shall not settle or compromise any Claim in any manner that imposes any obligations upon the County without the prior written consent of the County. The Contractor shall promptly advise the County of any occurrence or information known to the Contractor that could reasonably result in a Claim against the County. The violation of any provisions of this section, including improper refusal to accept tender, is a material breach.

12. INSURANCE

Contractor agrees to comply with the insurance requirements described below.

- a. Minimum Insurance Required. The Contractor and its subcontractors, if any, shall procure and maintain, until all of Contract obligations have been fully discharged, including any warranty period, all insurance required in this Section with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than "8", with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in this Section, or the limits available under the policies maintained by the Contractor without regard to the Contract, whichever is greater.
- b. Professional Liability. (Check one of the following options):
 - Not applicable.
 - Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage will apply to liability for professional error, act or omission arising out of or in connection with the Contractor's Services under the Contract. The coverage shall not exclude bodily injury, property damage, or hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations, or laboratory analysis where such Services are rendered under the Contract.
- c. Commercial General Liability ("CGL"). Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent contractor liability, and stop gap/employer's liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required herein, without the prior written approval of the County. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by the Contract.
- d. Automobile Liability. (Check one of the following options):
 - Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.
 - Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.
 - Not less than \$100,000 per occurrence and \$300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.

- e. Umbrella or Excess Liability. The Contactor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest "Each Occurrence" limit for either CGL or Automobile Liability. The Contractor agrees to an endorsement naming the County as an additional insured as provided in Section 7, unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- f. Workers' Compensation and Employer Liability. If applicable, the Contractor shall maintain workers' compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Contractor's Personnel eligible for such coverage. If the Contract is for over \$50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than \$1,000,000.
- g. Primary, Non-Contributory Insurance/Subcontractors. The Contractor's and its subcontractors' insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the County will be excess and not contributory to such insurance policies. All Contractor's and its subcontractors' liability insurance policies must be endorsed to show as primary coverage. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein.
- h. Review of Policy Provisions. Upon request, the Contractor shall provide a full and complete copy of all requested insurance policies to the County. The County reserves the right without limitation, but has no obligation to revise any insurance requirement, or to reject any insurance policies that fail to meet the requirements of the Contract. The County also has the right, but no obligation to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. The County has the right to request and review the self-insurance retention limits and deductibles, and the Contractor's most recent annual financial reports and audited financial statements, as conditions of approval. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver, of its obligation to maintain all the required insurance at all times as required herein.
- i. Waiver of Subrogation. In consideration of the Contract award, the Contractor agrees to waive all rights of subrogation against the County, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should the Contractor enter into a waiver of subrogation on a pre-loss basis.
- j. Additional Insured, Endorsement, and Certificate of Insurance. All required insurance coverage, other than the workers' compensation and professional liability, shall name the County, its elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by the Contractor and its subcontractors. Endorsement is not required if the Contractor is a self-insured government entity, or insured through a government risk pool authorized by Washington State.

The Certificate of Insurance and endorsement shall identify the Contract number and shall require not less than thirty (30) days' prior notice of termination, cancellation, nonrenewal, or reduction in coverage. At the time of execution, the Contractor shall provide the Certificate of Insurance, endorsement, and all insurance notices to: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, WA 98366.

- k. No Limitation on Liability. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees, or agents. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer's liability.
- l. Claims-Made. If the Contractor's liability coverage is written as a claims-made policy, the Contractor shall purchase an extended-reporting period or "tail" coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Contract.

13. WARRANTY

The Contractor shall warranty all work as required in the Specifications. Further, the Contractor shall ensure that for any equipment, material, or item installed under this Agreement, the County will be a beneficiary of any and all warranties that are furnished as a customary trade practice and that installation will not void any such warranty. To effect this arrangement, all subcontracts executed in performance of this Agreement shall include the following language:

This contract is for the benefit of the Olympic View Transfer Station, which is owned by Kitsap County. Kitsap County is therefore hereby made a third-party beneficiary to this contract and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

14. TERMINATION

This contract may be terminated by the officials or agents of the County authorized to contract for or supervise the execution of such work.

The County may terminate this Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate this Contract upon giving ten (10) calendar days written notice by Certified Mail to the Contractor. In that event, the County shall pay the Contractor for all cost incurred by the Contractor in performing the Contract up to the date of such notice. Payment shall be made in accordance with this Contract.

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

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

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

15. NON-WAIVER OF RIGHTS

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

16. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an Independent Contractor and not as an agent, employee or servant of the County. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. Contractor shall comply with all laws regarding workers' compensation.

The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract. Furthermore, the Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the County, unless otherwise directed by the terms of this Contract.

The Contractor agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the County's Representative or designee.

17. NONDISCRIMINATION

The Contractor, its assignees, delegates, or subcontractors in the performance of this Contract shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88 354 and Americans with Disabilities Act of 1990.

18. CHOICE OF LAW, JURISDICTION AND VENUE

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provisions thereof shall be instituted as provided for in RCW 36.01.050. It is mutually understood and agreed that this contract shall be governed by the laws of the State of Washington, both as to interpretation and performance.

19. SUCCESSORS AND ASSIGNS

The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other Party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants of this Contract.

20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The Contractor shall perform the terms of the contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County.
- b. The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

21. SEVERABILITY

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

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

22. ENTIRE AGREEMENT

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

23. NOTICES

Any notices, demands and other communications required by the Contract will be effective if personally served upon the other party representative or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's representative identified in Section 3 at the address therein, or if emailed (with read receipt) to the other Party's representative at the email address therein. Notice will be deemed to be given three (3) days following the date of mailing, or immediately if personally served. For service by email, service will be effective upon confirmation of receipt or three (3) days after mailing the original.

24. MODIFICATION

All amendments or modifications, including Change Orders, shall be in writing, signed by both parties consistent with Kitsap County Code, and attached to this Contract.

25. COMPLIANCE WITH LAWS

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

26. COMPLIANCE WITH PUBLIC RECORDS ACT

Contractor acknowledges that the County is subject to the Public Records Act, chapter 42.56 RCW ("Act"). All records owned, used, or retained by the County are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the County or Contractor. Contractor shall cooperate with the County so County may comply with all of its obligations under the Act. Contractor shall promptly provide County with all records relating to this Agreement requested by County for purposes of complying with the Act at no cost to the County. With the exception of this Contract, if the Contractor considers any portion of any record, electronic or hard copy, to be protected from disclosure under the Act the Contractor shall clearly label or identify all specific information it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy proprietary information that has been identified by the Contractor as protected from disclosure and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligation will be to make a reasonable effort to notify the Contractor of the request and the date that such protected information will be released unless the Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. Of the contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County will not be liable to the Contractor for releasing records pursuant to the Act.

27. RECORDS RETENTION

The Contractor and its Personnel shall retain all books, documents, and records relating to performance of the Contract and Services provided in connection with this Contract for six (6) years after completion of the Contract or longer if requested by the County. All records shall be subject to inspection and audit by the County at no cost to the County. Upon request, the Contractor shall promptly make available to the County a legible copy of all books, documents, and records at no cost to the County. In addition to its other indemnification and defense obligations under this Agreement, Contractor shall indemnify and defend the County from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Contractor to comply with this subsection. This subsection shall survive expiration or termination of the Agreement.

28. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

Dated this ____ day of _____, 202_

Dated this ____ day of _____, 202_

CONTRACTOR NAME

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

Signature

CHAIR NAME, CHAIR

Print Name

COMMISSIONER NAME, COMMISSIONER

Title

COMMISSIONER NAME, COMMISSIONER

Contractor Registration No.

ATTEST:

Federal Tax ID No.

DANA DANIELS, CLERK OF THE BOARD

END OF CAPITAL PROJECTS CONTRACT AGREEMENT

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CONTRACT DOCUMENTS

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