INFORMAL BID
2016-144

KITSAP COUNTY
PARKS DEPARTMENT

PURCHASE & CONSTRUCT STEEL GARAGE ON CONCRETE PAD

RESPONSE DEADLINE: **July 12, 2016, 3:00PM**

MANDATORY SITE VISIT: **June 29, 2016 10:00AM**
Eagles Nest
1195 NW Fairgrounds Road
Bremerton, WA 98311

The Kitsap County Purchasing Office is soliciting bids to purchase and construct a 20'x20' steel garage kit to be used for storage at the Kitsap County Fairgrounds and Event Center.

DESCRIPTION:
Vendor is to purchase and construct a 20' x 20' steel building kit equivalent to or better than specifications of Mohave Building kit floor plan A made by Absolute Steel (https://www.absoluterv.com/kit-homes-and-cabins/mohave-style-kit-home/). Vendor must first construct an appropriate sized concrete slab for the building to sit on, purchase engineered plans from steel building manufacturer and obtain building permit through the County DCD office. Provide material and labor; the removal and disposal of old materials; leaving the work site clean; and securing the work sites during construction and while the concrete is setting. The building will need lights, but no plumbing. Building will have one or two garage doors (depending on door size) and one main door, but no windows. Building should be insulated.

NOTICE TO BIDDERS:
Workers of all contractors, subcontractors and lower tier subcontractors on all County public work projects, as the term public works is defined by RCW 39.040.010, shall be paid the "prevailing rate of wage" including "usual benefits" in kind and not by a cash payment in lieu of such usual benefits, as those terms are defined by Chapter 39.12 RCW.

The successful contractor is responsible for obtaining and completing all required government forms and submitting them to the proper authorities. Proposers must be a licensed contractor and must submit a photocopy of their valid Washington State Contractor's Registration and a copy of their Certificate of Liability Insurance.

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

TO SUBMIT WITH BID
In addition to the bid proposal sheet, the contractor is required to submit the following:

- County Bid Proposal
- Signed acknowledgment of receipt of all addendum
- Certificate of Liability Insurance
- Certificate of Contractor's Registration
- Bid Bond in an amount equal to five percent (5%) of submitted bid or:
    - Surety Bond
    - Certified check
    - Cashiers check

Questions regarding the bid process should be directed to Colby Wattling, Buyer, at 360-337-7036 or cwattling@co.kitsap.wa.us. Questions regarding this project can be referred to Billie Schmidt, at 360-337-5371 or bschmidt@co.kitsap.wa.us Monday – Thursday, 8:00 AM to 5:00 PM, and Fridays, 8am-2pm.

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

For contracts of thirty-five thousand dollars or less, at the option of the contractor the County may, in lieu of the performance bond, retain fifty percent (50%) of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens. See RCW 39.08.010.

Contract Binding Option:
_____ Surety Bond (Performance Bond)
_____ Retain 50% of Contract Amount per RCW 39.08.010

Bids must be submitted separately. The bid number, the date and time of the response deadline, and the name and address of the respondent shall be clearly shown on the outside of the envelope. Submit proposal documents to:

Please submit by mail to:
Colby Wattling, Buyer
Kitsap County Purchasing Office
614 Division Street, MS-7
Port Orchard, WA 98366

OR

For hand delivery, express, or courier:
Colby Wattling, Buyer
Kitsap County Administration Building
Purchasing Office – Fourth Floor
619 Division Street
Port Orchard, WA 98366

Bids received after 3:00 PM July 12, 2016 will not be considered.

INFORMAL BID 2016-144

BID SHEET

The undersigned Contractor proposes to provide labor and materials to install a metal building storage kit on concrete slab behind the Presidents' Hall.

Materials and Labor Cost: $ _____

Sales Tax: $ _____

Total Cost: $ _____

This proposal is made in accordance with the published description of work and warrants, receipt of which is hereby acknowledged, and is offered in accordance with Informal Bid authority by the Kitsap County Purchasing Office.

BIDDER _____
Print company name

SIGNATURE _____
Date

PRINTED NAME _____

TITLE _____

ADDRESS _____

Tax ID # _____

PHONE _____ **FAX** _____

ADDENDA RECEIPT

Receipt of the following addenda to the subject solicitation documents is hereby acknowledged:

Addendum Number	Date of Receipt of Addendum	Signed Acknowledgement
_____	_____	_____
_____	_____	_____
_____	_____	_____

SAMPLE CONTRACT
KC—16
SMALL WORKS ROSTER PUBLIC WORKS CONTRACT

Revision 2000-05-01

KC-XXX-16

SMALL WORKS ROSTER PUBLIC WORKS CONTRACT

THIS CONTRACT is entered into in duplicate originals between KITSAP COUNTY, a municipal corporation located in the State of Washington, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter called the "COUNTY," and _____ located at _____, hereinafter called the "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. <u>DURATION OF CONTRACT</u>

The term of this Contract shall commence upon the effective date set forth below. The CONTRACTOR shall substantially complete all work required under this Contract within a period of 60 working days from the Start Date stated in the written Notice to Proceed referenced in Section 7. Final completion and closeout of this Contract shall occur 90 working days after timely substantial completion, except as provided in Section 6 below. Time is of the essence in the performance of this Contract.

2. <u>DESCRIPTION OF THE WORK</u>

a. The CONTRACTOR shall do all work necessary to _____ in accordance with the Scope of Work, attached hereto as Exhibit "A" and made a part hereof by this reference.

b. The CONTRACTOR shall do all work and furnish and pay for all materials, equipment, and labor in accordance with the attached Project Documents, including, but not limited to any drawings, specifications, and any addenda thereto, all terms and conditions in the Call for Proposals for Small Works and any Instructions to Proposals, and the CONTRACTOR'S proposal. A list of documents considered to be Project Documents is attached hereto as Exhibit "B," which Project Documents are made part hereof and incorporated by this reference. Further, the CONTRACTOR shall perform any alterations in or additions to the work covered by this Contract, and any extra work which may be ordered as provided for in this Contract if requested to do so by the COUNTY pursuant to Section 11.

c. The CONTRACTOR, and any persons employed by the CONTRACTOR, shall use its best efforts to perform the services rendered under this Contract in a professional manner and in accordance with the usual and customary practice, professional care and standard industry practice required for services of the type described in this Contract.

d. The CONTRACTOR shall complete its work required under this Contract in a timely manner and in accordance with the schedule agreed to by the parties.

e. From time to time during the progress of the work hereunder, the CONTRACTOR shall confer with the COUNTY. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

3. <u>CONTRACT AMOUNT</u>

The COUNTY hereby agrees to pay the CONTRACTOR in the amount of $_____, according to the CONTRACTOR'S proposal (including accepted alternates), at the time and manner and upon the conditions provided for in this Contract.

4. <u>PREVAILING WAGE</u>

a. Pursuant to RCW Chapter 39.12 and WAC 296-127, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages to its employees and provide documentation to the COUNTY of its compliance with prevailing wage laws and regulations. A copy of such prevailing rates of per diem wages shall be posted by the CONTRACTOR at the work site.

b. For contracts greater than $2,500, a "Statement of Intent to Pay Prevailing Wages" (hereinafter "Statement of Intent") must be submitted to and approved by the State Department of Labor and Industries prior to beginning work by the CONTRACTOR. If the Contract is more than $10,000, the Statement of Intent shall include the CONTRACTOR's registration number, the prevailing wage for each classification of workers, and an estimate of the number of workers in each classification. An 'Affidavit of Wages Paid' must be submitted to and approved by the State Department of Labor and Industries by the CONTRACTOR prior to release of the retained percentage. Copies of these documents shall be

provided to the COUNTY prior to any payment being made to the CONTRACTOR. The fee for each of these documents shall be paid by the CONTRACTOR.

c. For contracts $2,500 or less, the CONTRACTOR may submit the Statement of Intent to the COUNTY directly without the approval by the Washington State Department of Labor & Industries. Upon final acceptance of the work, the CONTRACTOR shall submit an "Affidavit of Wages Paid" to the COUNTY. Once it is received, the COUNTY may pay the CONTRACTOR in full including those funds the COUNTY would otherwise retain under RCW Chapter 60.28.

5. <u>PAYMENT</u>

a. At monthly intervals, unless determined otherwise by the COUNTY, the CONTRACTOR shall submit to the COUNTY an invoice or billing statement. Within thirty (30) calendar days of receiving an invoice or billing statement, the COUNTY shall pay ninety-five (95) percent of the invoice if such invoice or statement is acceptable to the COUNTY. Five (5) percent of the invoice or statement amount shall be retained in accordance with RCW Chapter 60-28. No invoice or billing statement will be paid until all schedules for the previous month have been met and other documentation required by the Project Documents have been submitted. If the CONTRACTOR has signed a letter of acceptance of fifty (50) percent payment in lieu of Performance and Payment Bond, each and every progress payment will be reduced accordingly by fifty (50) percent.

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

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

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

6. <u>PERFORMANCE AND PAYMENT BOND AND RETAINED PERCENTAGE</u>

a. Pursuant to RCW Chapter 39.08, the CONTRACTOR shall make, execute, and deliver to the COUNTY a performance and payment bond for the contract amount of $XXXXXX. This bond shall also cover any and all approved change orders. The bond must be submitted within ten (10) days after notice of the award, exclusive of the day of notice. If the bidder to whom the contract is awarded fails to enter into the contract and provide the performance bond as required the amount of the bid deposit will be forfeited to the county and the contract awarded to the next lowest and best bidder.

For contracts of $25,000 or less (including WSST), at the option of the CONTRACTOR, prior to the commencement of work, the CONTRACTOR may request in writing that, in lieu of the performance and payment bond, the COUNTY retain fifty (50) percent of the contract amount for a period of thirty calendar days after the date of final acceptance, or until receipt of all necessary releases from the Department of Labor and Industries and Department of Revenue and settlement of any liens filed under RCW Chapter 60.28, whichever is later.

b. In accordance with RCW Chapter 60.28, the COUNTY shall release any retained percentage withheld in the manner set forth in Section 5a., if after sixty (60) calendar days of final completion and acceptance of all contract work, no liens or claims are filed against the project, and after receipt of the Department of Revenue's Certificate designating taxes due or to become due are discharged and receipt by the COUNTY of an "Affidavit of Wages Paid." For contracts $2,500 or less, the COUNTY may release the retained percentage prior to the expiration of the sixty-day waiting period if the CONTRACTOR has completed all work and provided the COUNTY with an "Affidavit Of Wages Paid" as provided in Section 4.c. herein.

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

7. <u>NOTICE TO PROCEED</u>

The COUNTY shall issue a Notice to Proceed after the execution of the Contract and receipt of all necessary required documents, including, where applicable, Performance and Payment Bond (or 50% letter if contract amount, including WSST, is $25,000 or less), a copy of insurance policies and/or any and all Certificates of Insurance and Additional Insured Endorsements. The Notice to Proceed shall provide the Start Date.

8. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

CONTRACTOR:	COUNTY:
Name	Jim Dunwiddie
Title	Director
Address	614 Division Street, MS#1
City, State, Zip	Port Orchard, WA 98366
e-mail or phone	jdunwiddie@co.kitsap.wa.us

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

9. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including, but not limited to, reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the performance of the work rendered under this contract by the CONTRACTOR, its employees, agents, or subcontractors or anyone for whose acts any of them may be liable; PROVIDED, HOWEVER, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents; and PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents, or subcontractors.

b. In any and all claims against the County, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

10. INSURANCE

a. Workers' Compensation and Employer's Liability: The CONTRACTOR shall maintain workers' compensation insurance, as required by Title 51, RCW, and shall provide evidence of coverage to the Kitsap County Risk Management Division. If this contract is over $50,000, then the CONTRACTOR shall also maintain Employees Liability Coverage with a limit of not less than $1 million.

b. Commercial General Liability: The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than $1 million per loss. The general aggregate limit shall apply separately to this Contract and shall be not less than $2 million.

The CONTRACTOR will provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent, provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.

c. Automobile Liability: If applicable, the CONTRACTOR shall maintain automobile liability insurance to be described as follows: (check the box that applies)

____The CONTRACTOR shall maintain Business Automobile Liability insurance or equivalent form with a limit of not less than $1,000,000.00 each accident combined Bodily Injury and Property Damages and an aggregate limit of at least $2,000,000.00. Coverage shall include owned, hired and non-owned automobiles. - OR -

____The CONTRACTOR shall maintain Automobile Liability insurance or equivalent form with a limit of not less than $100,000.00 each accident combined Bodily Injury and Property Damage. The aggregate limit shall be at least $300,000.00. If a personal lines Auto Liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of this Contract and the certificates of insurance must evidence these conditions have been met. If the CONTRACTOR will use non-owned vehicles in performance of this Contact, the coverage shall include owned, hired and non-owned automobiles. - OR -

____Not Applicable

d. Other Insurance Provisions:

(1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.

(2) If applicable, the CONTRACTOR'S Commercial General Liability insurance and Automobile Liability insurance shall include the COUNTY, its officers, officials, employees and agents with respect to performance of work under this Contract.

(3) If applicable, the CONTRACTOR'S Commercial General Liability insurance and Automobile Liability insurance shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

(4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees, or agents.

(5) The CONTRACTOR'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(6) The CONTRACTOR shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

(7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.

(8) The CONTRACTOR shall maintain all required policies in force from the time work commences until work is completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

e. Verification of Coverage and Acceptability of Insurers: The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A:7 with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

(1) The CONTRACTOR shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section within ten (10) calendar days after the effective date of the contract. The certificate will, at a minimum, list

limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled, allowed to expire, on thirty (30) calendar days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.

(2) The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.

(3) Certificates of Insurance shall show the Certificate Holder as Kitsap County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.

(4) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Kitsap County that CONTRACTOR is currently paying Workers Compensation.

(5) Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Risk Manager Division
Kitsap County Courthouse
Department of Administrative Services
614 Division Street, MS-7
Port Orchard, WA 98366

(6) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Kitsap County Risk Manager.

11. <u>CHANGES IN WORK</u>

a. The County may, at any time, without notice to the CONTRACTOR'S surety, order additions, deletions, revisions, or other changes in the work. The CONTRACTOR agrees to fully perform any such changes in the work. The CONTRACTOR shall proceed with the work upon receiving a written change order approved by the COUNTY, or an oral order from the COUNTY before actually receiving the written change order. All such changes in the work shall be incorporated into the Contract documents through the execution of change orders. If any change hereunder causes an increase or decrease in the CONTRACTOR's cost of, or time required for, the performance or any part of the work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly. Change Orders shall not be used to materially after the Scope of Work.

b. If the CONTRACTOR intends to assert a claim for an equitable adjustment hereunder, it shall within ten (10) days after receipt of a written change order from the COUNTY, submit to the COUNTY a written statement setting forth the general nature and monetary extent of such claim. The CONTRACTOR shall supply such supporting documents and analysis for the claims as the COUNTY may require in order to determine if the claims and costs have merit. No claim by the CONTRACTOR for an equitable adjustment hereunder will be allowed if asserted after final payment under this CONTRACT.

c. If the COUNTY and the CONTRACTOR are unable to reach agreement on the terms of any change to the work, the CONTRACTOR shall pursue resolution of the disagreement pursuant to Section 18.

12. <u>TERMINATION</u>

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines that, in its sole discretion, such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) calendar days written notice by Certified Mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Sections 5 and 6 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of this Contract. Termination under this paragraph shall be effective upon the date

specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

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

d. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) calendar days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of work performed and accepted by the COUNTY, in accordance with Sections 5 and 6 of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

13. <u>ASSIGNMENT, DELEGATION, AND SUBCONTRACTING</u>

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.

14. <u>NON-WAIVER OF RIGHTS</u>

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

15. <u>INDEPENDENT CONTRACTOR</u>

a. The CONTRACTOR shall perform this Contract as an Independent Contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed work in accordance with the specifications set out in this Contract and the Project Documents.

b. The CONTRACTOR acknowledges that payment for work performed under this Contract does not include any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Kitsap County employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY, unless otherwise directed by the terms of this Contract.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by Federal, State or local law which are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform work under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

16. <u>COMPLIANCE WITH LAWS</u>

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

17. <u>NONDISCRIMINATION</u>

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

18. <u>DISPUTES</u>

a. Questions or claims regarding meaning and intent of this Contract or arising from this Contract, shall be referred by the CONTRACTOR in writing to the COUNTY'S Contract representative or designee within ten (10) days of the date in which the CONTRACTOR knows or should know of the question or claim.

b. In the event the CONTRACTOR disagrees with any determination or decision of the COUNTY'S Contract Representative, the CONTRACTOR shall, within fifteen (15) days of the date of such determination or decision, appeal the determination or decision in writing to the Director of the department. Such written notice or appeal shall include all documents and other information necessary to substantiate the appeal. The Director will review the appeal and transmit a decision in writing to the CONTRACTOR within thirty (30) days from the date of receipt of the appeal. Failure of the CONTRACTOR to appeal the decision or determination of the COUNTY'S Contract Representative within said fifteen (15) day period will constitute a waiver of the CONTRACTOR'S right to thereafter assert any claim resulting from such determination or decision. Appeal to the Director shall be a condition precedent to litigation hereunder.

c. Absent agreement to alternative dispute resolution, all claims, counterclaims, disputes and other matters in question between the COUNTY and the CONTRACTOR that are not resolved between the COUNTY'S Contract Representative and the CONTRACTOR will be decided in the Superior Court of Kitsap County, Washington.

d. Pending final decision of a dispute hereunder, the CONTRACTOR shall proceed diligently with the performance of the Contract and in accordance with the direction of the COUNTY'S Contract Representative. Failure to comply with the time deadlines set out in this section as to any claim shall operate as a release of that claim and a presumption of prejudice to the COUNTY.

19. <u>CHOICE OF LAW, JURISDICTION, AND VENUE</u>

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.

20. <u>SUCCESSORS AND ASSIGNS</u>

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

21. <u>SEVERABILITY</u>

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

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

22. <u>ENTIRE AGREEMENT</u>

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. <u>MODIFICATION</u>

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

24. <u>NOTICES</u>

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 8. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

25. <u>INSPECTION</u>

The COUNTY shall have the right (a) to inspect and obtain copies of all written licenses, permits, or approvals issued by any governmental entity or agency to the CONTRACTOR, its delegates, or subcontractors, which are applicable to the performance of this Contract; and (b) to inspect all work and materials for conformity with the Contract terms. The CONTRACTOR shall be responsible for ensuring the work and materials conform to the Contract terms even if the COUNTY conducts an inspection of the same.

26. <u>LIQUIDATED DAMAGES</u> [OPTIONAL PROVISION TO BE USED AT DEPARTMENT'S DISCRETION ACCORDING TO CONTEXT OF CONTRACT UPON ADVICE OF PROSECUTING ATTORNEY'S OFFICE]

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

This Contract is executed by the persons signing below who warrant that they have the authority to execute the Contract. The parties to this Contract have executed this Contract to take effect as of the date written below.

DATED this _____ day of _____, 2016

CONTRACTOR	**BOARD OF COUNTY COMMISSIONERS KITSAP COUNTY**
_____	_____
Signature	, Chair
_____	_____
Printed Name	, Commissioner
_____	_____
Federal I.D. Number	, Commissioner