

Friday, July 22nd 2016



Benton County Courthouse in Prosser, Washington

Cover letter for Request for Proposal for Stair Step Renovation.

This work involves the North stairwell, inside the original building entrance. The steps are terrazzo, but were covered several years ago with rubber treads for safety reasons. The County would like to remove the rubber treads and apply a clear, non-slip tape to each step. This will greatly improve the look of the stairwell. The building is open to the public from 7:30am to 5pm so there will need to be some coordination with that. The County is open to blocking off access to the stairwell, for limited times, for safety and to allow for work to be accomplished more efficiently.

We are asking the Contractor to provide for safety barriers and signage to protect the public and employees. Also a concern will be chemicals used in the removal of glues and ventilation needs.

This will be a prevailing wage job. Information is included in the RFP.

I encourage you to do a site visit and check out the stair steps. The building is open to the public, so you are welcome to just drop by and see it. If you contact the Facilities Department, we can arrange for someone to meet you there. Questions will be forwarded to supervision for answers to ensure completeness and protocol.

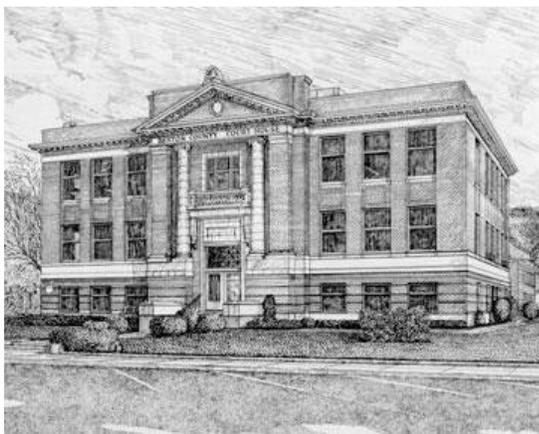
The Courthouse is located at:

620 Market Street
Prosser, WA 99350

Please contact me for any specific question you may have. Please return the RFP Response sheet with your proposal. You can fill it out and print it, or save that page and email it back to me. I look forward to hearing from you. Bids are due August 12, 2016 by 4pm. The job will be awarded to the lowest responsible bidder by means of a Public Works contract. A sample contract is included.

Thank you,

Dan Waggoner
Facilities Manager
dan.waggoner@co.benton.wa.us
509-222-3704



REQUEST FOR PROPOSALS

Project: Restoration of Stair Steps at the Benton County Courthouse

Owner: Benton County

Submit to: Dan Waggoner
Benton County Facilities Manager
7122 W. Okanogan Pl.
Kennewick, WA 99336
Phone: (509) 222-3704
Fax: (509) 736-2708
dan.waggoner@co.benton.wa.us

Proposals due by: Friday, August 12, 2016 @ 4:00 PM - Proposals received after the date and time specified will be disregarded.

Submittal: Proposals shall be clearly marked "Request for Proposal – Courthouse Stair Step Renovation". Proposals may be submitted as follows:

- By Mail or Delivery to: Benton County Facilities
Attention: Dan Waggoner
7122 W. Okanogan Pl
Kennewick, WA 99336
- By Email to: dan.waggoner@co.benton.wa.us

Benton County is seeking to improve the appearance of the main stairwell on the north side of the Benton County Courthouse in Prosser, Washington.

SCOPE OF WORK:

The contractor will improve the steps of the north stairwell at the Benton County Courthouse at 620 Market St. in Prosser, Washington. The current steps are made of terrazzo, but are covered with a rubber stair tread. The contractor will remove the rubber tread, remove any glue residue deposited on the stairs by the rubber tread, remove the center handrail from the first floor staircase, fill in the holes from the handrail with a color-matched material, polish each step and step face, and apply a clear, non-slip tape similar to one from American Stair Treads to the leading edge of each step. Contractor will dispose of all debris in a proper manner. Contractor will perform these improvements to four sets of stairs in the north stairwell. Safety barriers and signage are required for the protection of the public and employees of the Courthouse. All of the contractor's employees working on-site must pass a background check. (See attached Exhibit C.)

CONTENT:

Each proposal must provide the name of the contractor, and the name, address, phone number and email of the contractor's point-of-contact. The proposal must include the contractor's license

number and UBI number for the State of Washington. The proposal must include a proposed schedule for the project and total contract amount. The proposed total contract amount must include supplies and materials, labor, travel/per diem, bond fees, safety considerations and signage, and any other amounts the contractor would expect to invoice Benton County to complete the project.

Prices quoted in the proposal shall be exclusive of federal taxes. Any Washington State Sales Tax included in the proposal price will not be considered a part of the net proposal amount. The proposal must clearly indicate whether Washington State Sales Tax has been included in the proposal price and, if any is included, the amount of Washington State Sales Tax. The contract will be awarded to the lowest responsible bidder pursuant to the criteria set forth in RCW 39.04.350(1).

THIS REQUEST FOR PROPOSAL CONSISTS OF THIS DOCUMENT AND THE FOLLOWING EXHIBITS:

- Exhibit A – “Sample” Contract between Benton County and Contractor
- Exhibit B – “Sample” Certificate of Insurance
- Exhibit C – Background Check Form
- Exhibit D – Prevailing Wage Rates for Benton County

By submitting a proposal, contractor acknowledges that the following terms for Licenses, Insurance, Bonding, and Prevailing Wage listed below are required, as well as agrees to enter into a contract with Benton County in the form of the sample contract attached hereto as Exhibit A and incorporated herein by reference. The following terms must be met prior to contract award:

LICENSES:

Contractor shall have a current contractor’s license for the State of Washington and any special license, if applicable, for the work to be performed.

CERTIFICATE OF INSURANCE:

Contractor must submit a certificate of insurance showing proof of obtaining the required insurance policies, which are outlined below under “Insurance Limits” and in the “sample” Certificate of Insurance attached hereto as Exhibit B and incorporated herein by reference.

INSURANCE LIMITS:

Contractor shall obtain and continuously maintain the following insurance:

Workers Compensation: Contractor shall comply with all State of Washington workers’ compensation statutes and regulations. Prior to the start of work under the Contract, workers’ compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of the Contract. Contractor shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, Contractor waives all rights of subrogation against Benton County for

recovery of damages to the extent they are covered by workers' compensation or employers' liability.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations, and Benton County incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify Benton County. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to Benton County by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by Benton County to Contractor for performance of the Contract.

Commercial General Liability and Employers' Liability Insurance: Prior to the start of work under the Contract, Contractor shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the Contractor from claims for wrongful death, bodily injury, personal injury, and property damage, which may arise from any actions or inactions under the Contract by Contractor or by anyone directly employed by or contracting with Contractor. The minimum commercial general liability insurance limits shall be as follows:

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

The commercial general liability policy will contain an endorsement naming Benton County, and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that Contractor's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by Benton County.

The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract and does not exclude liability pursuant to the indemnification requirement. Contractor's commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

Contractor shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

Automobile Liability: The Contractor shall maintain, during the life of the Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect Contractor from claims that may arise from the performance of the Contract, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

PERFORMANCE BOND:

The Contractor shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to one hundred (100%) of the contract sum as security for the performance by Contractor of the Contract and payment of all persons performing labor and supplying materials pursuant to the Contract. PROVIDED that, if the total amount of the Contract is less than \$35,000, Contractor may elect in lieu of the bond to allow Benton County to retain fifty percent (50%) of the contract amount for a period of thirty (30) days after the date of final acceptance of the work, or until Benton County receives all necessary releases from the Washington State Department of Revenue and the Washington State Department of Labor and Industries and any liens filed under chapter 60.28 RCW are settled, whichever is later. Proof of the performance bond or written notification of the Contractor's desire to elect the alternative to the bond must be received by Benton County within ten (10) days following execution of the Contract.

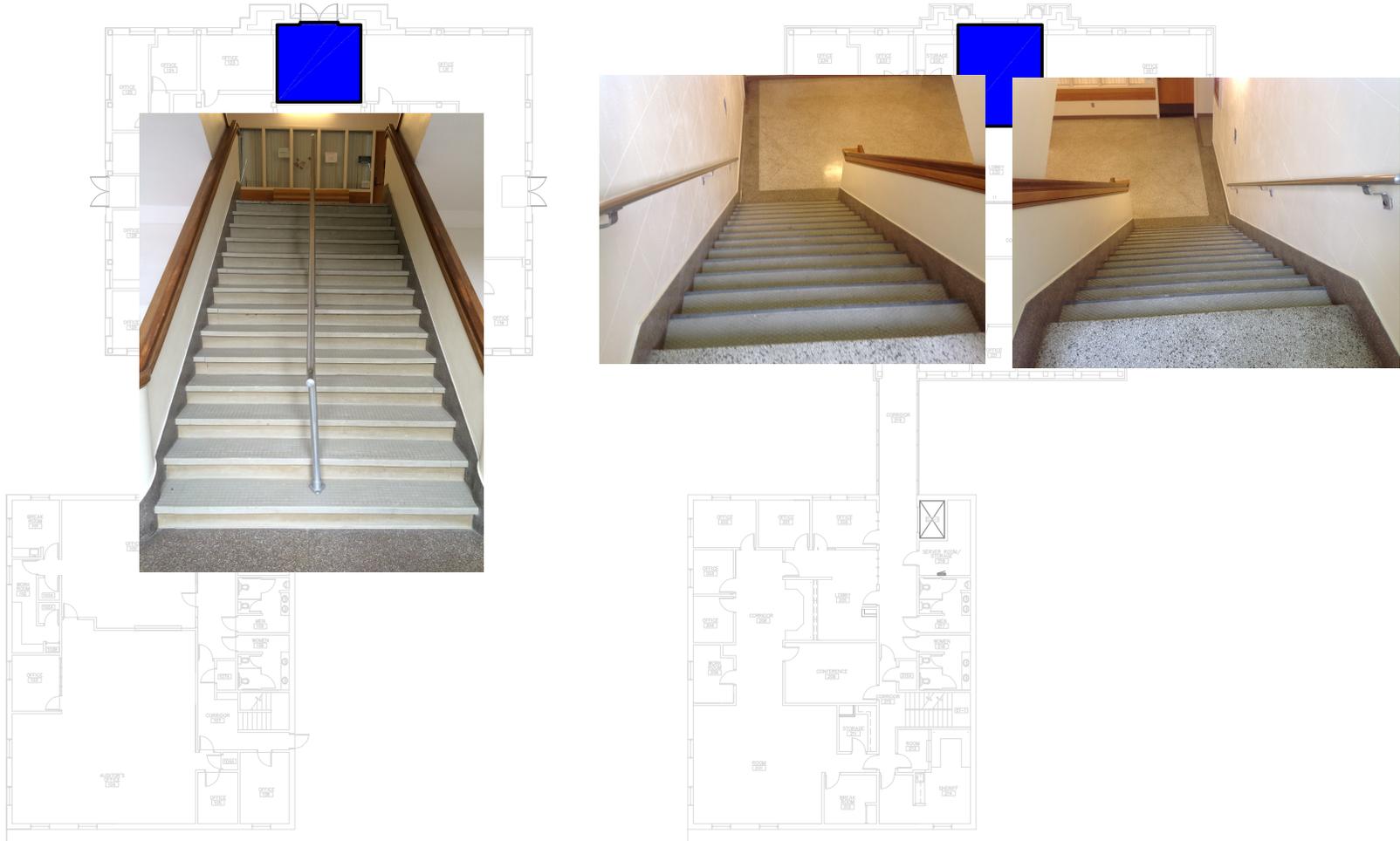
PREVAILING WAGES:

Prevailing wages are required for this project. (See attached Exhibit D.) A Statement of Intent to Pay Prevailing Wage must be filed electronically with [SecureAccess.wa.gov](https://secureaccess.wa.gov). Intent forms should be filed prior to the start of work, if possible. At the completion of the work, an Affidavit of Wages Paid must be filed electronically with [SecureAccess.wa.gov](https://secureaccess.wa.gov). A copy of the Intent, and Affidavit, must be forwarded to Benton County's contract representative, Dan Waggoner. The Intent and Affidavit forms must be submitted in order to receive payment from Benton County.

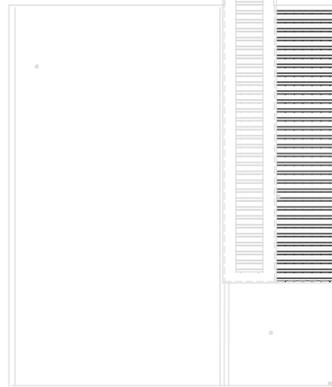
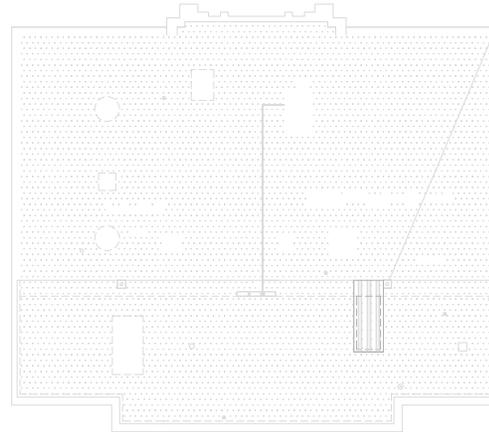
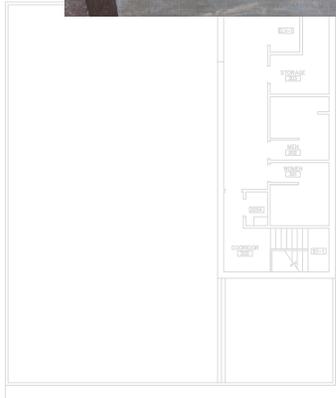
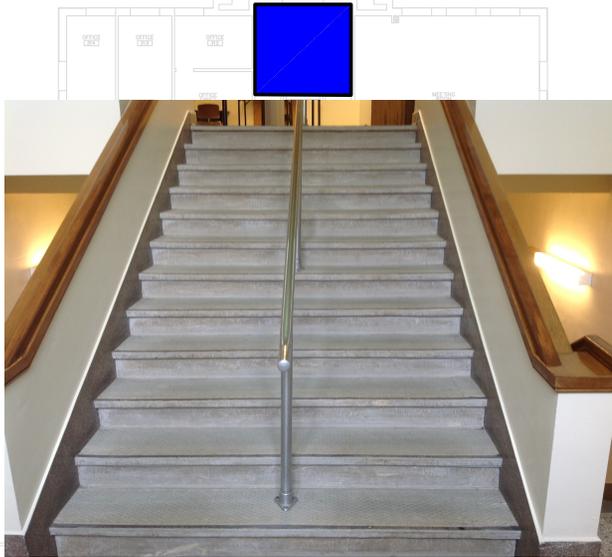
Should any discrepancies or omissions be found in this request for proposal, or there are any questions about requirements, bidders should at once notify Dan Waggoner by telephone at (509) 222-3704 or by e-mail at dan.waggoner@co.benton.wa.us. Written notice of changes to or clarification of this RFP will be sent to all bidders when required. Benton County shall not be held responsible for any oral modifications or interpretations.

Exhibit A

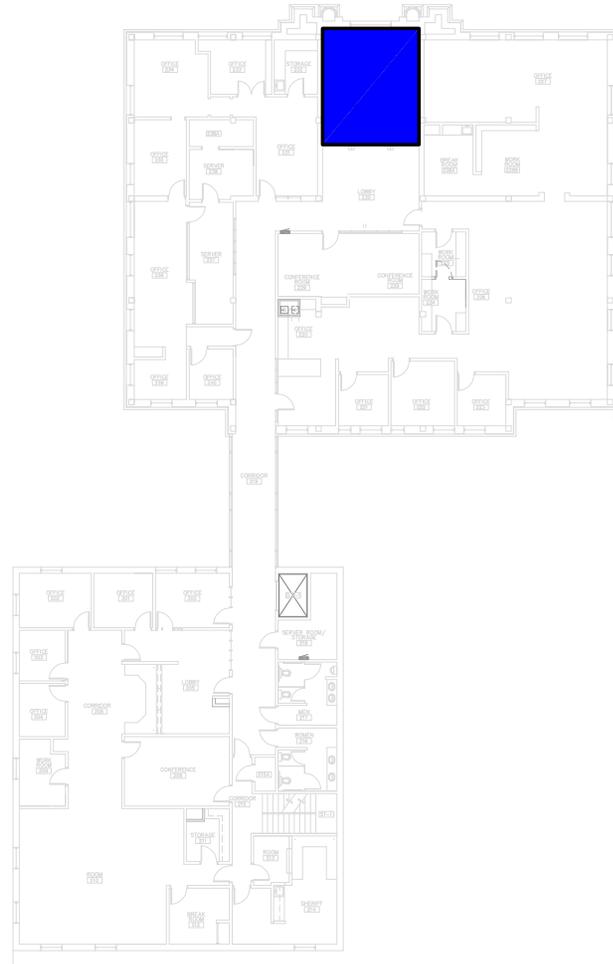
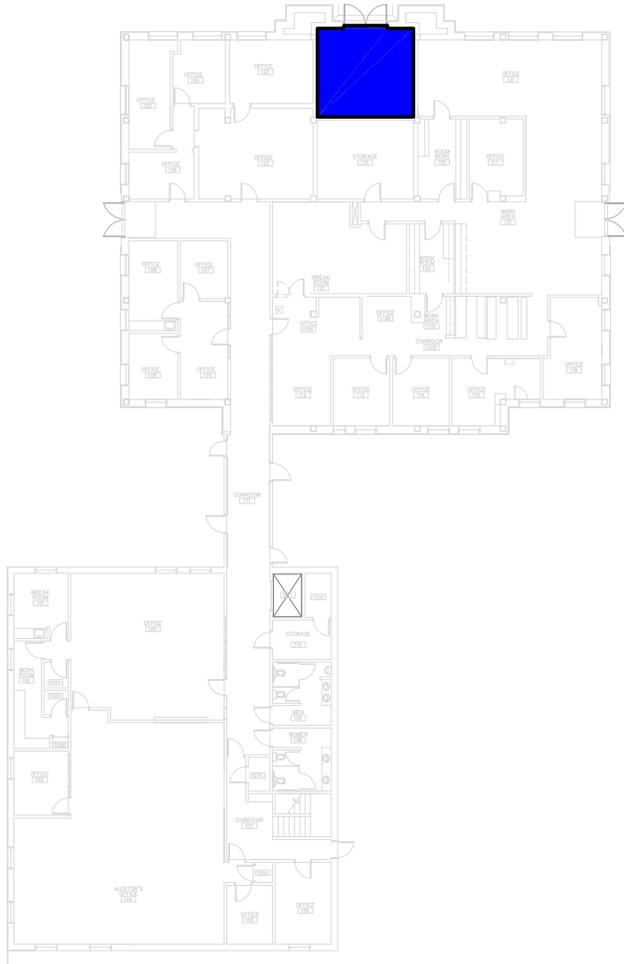
Courthouse 1st and 2nd



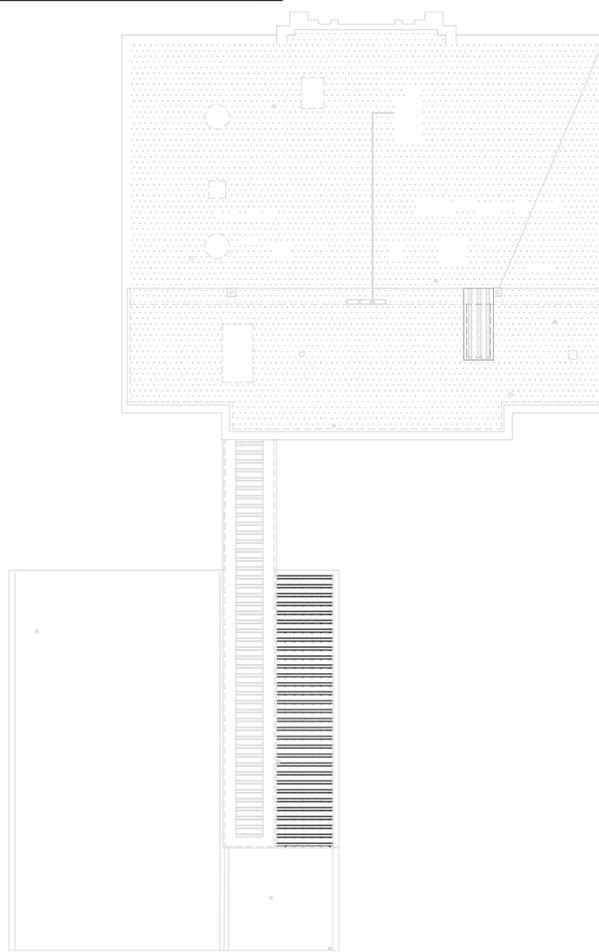
Courthouse 3rd Floor



Courthouse 1st and 2nd



Courthouse 3rd Floor





Main Entrance to 2nd Floor Steps



Main Entrance to 2nd Floor Steps

2nd Floor to Mid-Level, East side



2nd Floor to Mid-Level, West side





Mid-Level Landing to 3rd Floor

Exhibit A

PUBLIC WORKS CONTRACT TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and <--**NAME OF CONTRACTOR**-->, <--[a corporation organized under the laws of the State of Washington] or [an individual]-->, with its principal offices at <--insert address of corporation or individual--> (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these terms and conditions and the following documents:

- a. Exhibit A - Request for Proposal
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts
- c. Exhibit C - Sample Insurance Form
- d. Exhibit D - RFP Response
- e. Exhibit E - Background Check Form

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution of both parties and shall expire on December 31, 2016.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to perform improvements to the main stairwell of the Benton County Courthouse on the north side of the building, located at 620 Market Street in Prosser, Washington, in accordance with COUNTY'S Request for Proposal (attached hereto as Exhibit A and incorporated herein by reference) and CONTRACTOR'S RFP Response (attached hereto as Exhibit D and incorporated herein by reference). In the event that the requested work encompasses work that is legally required to be completed by another type of contractor,

CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under state or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fee that it does not actually incur. Thereafter, upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY Contract Representative or his designee prior to CONTRACTOR leaving the work site.

- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. 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.

4. 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' representatives are as follows:

a. For CONTRACTOR:

Name:
Address:
City, State, Zip:
Phone:
Fax:
Email:

b. For COUNTY:

Name: Dan Waggoner
Address: 7122 W. Okanogan Pl
City, State, Zip: Kennewick, WA 99336
Phone: 509-222-3704
Fax: 509-736-2708
Email: dan.waggoner@co.benton.wa.us

5. COMPENSATION

a. The CONTRACTOR shall be paid <--amount in words (\$0.00)--> for providing the services described in Section 3 of this Contract. This amount does not include W.S.S.T. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

b. The total amount payable by the COUNTY to the CONTRACTOR under this Contract may not exceed <--amount in words (\$0.00)-->, including W.S.S.T. and applicable filing fees paid to the Washington State Department of Labor and Industries. Any dollar amount above the maximum payable amount will only be approved with an amendment to this Contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov/> and then forward a copy to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via <https://secureaccess.wa.gov/> and forward a copy to COUNTY'S Contract Representative. No final payment will be made until the Affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed

electronically with <https://secureaccess.wa.gov/>.

- c. CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for up to one Statement of Intent to Pay Prevailing Wages per year and one Affidavit of Wages Paid per site visit when billable work is performed.

6. **INVOICING**

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service, and shall also reference the work order provided to COUNTY as required in Section 3 of this Contract "Services Provided." When the first invoice is submitted, CONTRACTOR, as well as all subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract, shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov/> and forward a copy to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via <https://secureaccess.wa.gov/> and forward a copy to COUNTY'S Contract Representative. No final payment will be made until the Affidavit is provided. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted by the CONTRACTOR and any subcontractors or sub-subcontractors as required above and the services have been performed to the COUNTY's satisfaction. COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this Section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY, and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.

PROVIDED that, for each invoiced and approved progress payment, COUNTY will withhold from the earned portion of the payment (i.e., excluding sales tax or other tax) five percent (5%) as retainage, pursuant to RCW 60.28.011 and subject to all other provisions of chapter 60.28 RCW. Within ten (10) days following the execution of

this Contract, CONTRACTOR shall submit written notice stating its election of one of the methods set forth in RCW 60.28.011(4) for the holding of moneys retained by COUNTY. If such written election is not received with ten (10) days, then the COUNTY may choose any of the methods authorized by RCW 60.28.011(4)(a)-(c) for holding of the moneys.

7. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

8. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY, and 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 reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED 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, or its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR, or its subcontractors,

employees, or agents, and the COUNTY, or its employees or agents, this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR, or its subcontractors, employees, and agents.

- b. In any and all claims against the COUNTY, or 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 Workers' 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, including but not limited to Title 51 of the Revised Code of Washington. By executing this 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. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.
- 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, or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR'S compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously, the following insurance:

- a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers' compensation statutes and regulations. Prior to the start of work under this Contract, workers' compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers' compensation or employers' liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations, and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

- b. **Commercial General Liability and Employers' Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

The commercial general liability policy will contain an endorsement naming the COUNTY, and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

- c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the CONTRACTOR has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims that may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- 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, or its elected and appointed officers, officials, employees, and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds 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.
6. 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. If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are

completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy that includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

e. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the

COUNTY, and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, and its elected and appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Building A, Kennewick, WA 99336.

10. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to one hundred (100%) of the contract sum as security for the performance by CONTRACTOR of this Contract and payment of all persons performing labor and supplying materials pursuant to this Contract. PROVIDED that, if the total amount of the Contract is less than thirty-five thousand dollars and zero cents (\$35,000.00), CONTRACTOR may elect in lieu of the bond to allow COUNTY to retain fifty percent (50%) of the contract amount for a period of thirty (30) days after the date of final acceptance of the work, or until COUNTY receives all necessary releases from the Washington State Department of Revenue and the Washington State Department of Labor and Industries and any liens filed under chapter 60.28 RCW are settled, whichever is later. Proof of the performance bond or written notification of the CONTRACTOR'S desire to elect the alternative to the bond as described in this Section must be received by COUNTY within ten

(10) days following execution of this Contract.

11. NON-WAIVER OF RIGHTS

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. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR 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 services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, other insurance benefits, fringe benefits, or any other rights or privileges afforded to 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, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that 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 their assignment to perform services under this Contract upon receipt of a written request to do

so from the COUNTY'S Contract Representative or designee.

13. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the County upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

14. CHOICE OF LAW AND JURISDICTION

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.

15. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves and 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.

16. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B shall be paid to all employees, agents, subcontractors, or sub-subcontractors who do any work for CONTRACTOR on this project. CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages, and that such a signed agreement is submitted to COUNTY prior to subcontractor commencing any work on the project. This schedule is duplicated from the Washington State Department of Labor and Industries website, is provided for informational purposes only, and COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule

contains any such ambiguities or inaccuracies, then CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve the ambiguities or inaccuracies. Perceived ambiguities or inaccuracies in the schedule shall not relieve CONTRACTOR from its obligations pursuant to this Contract and relevant law to pay prevailing wages.

17. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and 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 or military status, or the presence of any disability.

18. DISPUTES

Disputes over the CONTRACTOR'S performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

The CONTRACTOR shall perform the services under this 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 written consent of the COUNTY.

20. ENTIRE AGREEMENT

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

21. NOTICES

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 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed effective three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

22. SEVERABILITY

- 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.

23. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR regarding the work performed under this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled purge schedule.

24. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for indemnification; insurance; non-waiver, inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

26. CONFIDENTIALITY

The CONTRACTOR and its employees, and any of Contractor's subcontractors and their employees, shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

27. BENTON COUNTY BACKGROUND CHECK

The CONTRACTOR, and any of its employees, its subcontractors, and employees of a subcontractor, who will be working onsite, must complete in full the Security Background Check form attached hereto and referenced herein as Exhibit E. Successful completion of the background check, as determined by COUNTY, is required prior to the first day of work or entry into the Jail. The completed form must be emailed to Bobbi.Romine@co.benton.wa.us or faxed to 509-222-3745, attention: Bobbi Romine. The CONTRACTOR agrees to remove any of its employees or any employees of a subcontractor prior to performance hereunder if, in the sole discretion of the COUNTY, the employee fails the Security Background Check. In addition, CONTRACTOR agrees to provide the COUNTY notice if during the performance of work hereunder any of its employees or employees of a subcontractor are charged with or convicted of any crime.

- **This section left blank intentionally.** -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on the last date signed.

The parties specifically certify that the provisions contained within Section 8 are mutually negotiated.

Date: _____

Date: _____

Benton County

<company name>

Chairman
Benton County Commissioner

Signature

Approved as to Form

Title:

Civil Deputy Prosecuting Attorney

PRINTED NAME

BENTON COUNTY BACKGROUND CHECK AUTHORIZATION AND RELEASE

<i>I am a <circle all that apply></i> Contractor <i>Volunteer</i>
<i>Location to obtain access <circle all that apply></i> <i>BC Jail</i> BC Justice Center
<i>Your Company/Organization Name:</i>
<i>Your Position Title:</i>

Last Name	First Name	Middle Name	Sex: M F
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All Other Previous Names Used	Date of Birth
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Driver's License Number/State	Social Security Number
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Primary Phone number	Alternate Phone number	Email address
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ACKNOWLEDGEMENT:

A background check is required of all Benton County employees and volunteers, as well as contractors assigned to work in secure areas and for individuals needing jail access. Successful completion of the background check, as determined by Benton County, is required prior to the first day of work or entry into the jail. If you are visiting the Benton County Jail for business and discover that a friend or family member is in custody you must immediately notify jail staff. **Jail access will be for official business only. No personal business is authorized. I understand that employment, jail access or volunteer status with Benton County is contingent upon the results of a background check. I understand that adverse findings during my background check may result in denied jail access, withdrawal of any offer of employment/assignment with Benton County, and/or termination of my employment/assignment with Benton County. I further understand that if I am found to have made any false or misleading statements in my application or background check materials, I may be denied access or have my employment/volunteer status terminated even after I have started work, and may subject myself to criminal prosecution.**

AUTHORIZATION AND RELEASE

I hereby authorize Benton County (including but not limited to Personnel Resources Department, Sheriff's Office, Juvenile Justice Center, and/or Prosecutor's Office personnel) to conduct a background check in connection with my application for jail access and/or employment/assignment with Benton County. **I understand that this background check may include, but is not limited to, a review of records on file with the Washington State Patrol, the FBI National Crime Information Computer (NCIC) and Interstate Identification Index (III), local law enforcement agencies, the Department of Licensing, courts of law, and other agencies, and also may, depending on my employment or assignment, involve fingerprinting. I understand that a more comprehensive background check is required for certain Benton County positions and may include review of records relating to arrests and/or other contacts with law enforcement.**

I hereby authorize and request any person, government entity, law enforcement or criminal justice agency, and/or other organization (public or private) to provide any information and/or records solicited by Benton County in connection with my application for jail access and/or work with Benton County. I hereby release those persons and entities, and Benton County, its elected officials, judges, directors, appointees, managers, employees, volunteers, agents, and assigns, from any and all liability that may result from providing and/or soliciting such information and/or records. A facsimile copy or photocopy of this waiver shall have the same force and effect as a copy with my original signature.

ADVERSE HISTORY INFORMATION

The following information pertains to all incidents, whether under Washington State law, the law of another State, or federal law. If you answer "yes" to any question, please provide details including the date, location/jurisdiction, case number, charge if applicable, and arresting agency if applicable.

- Have you ever been convicted of, or are you currently charged with, any crime (this includes adjudications as a juvenile unless expunged or vacated)?
- Have you ever been found by way of any judicial, administrative, or employer process or investigation to have committed sexual harassment or to have engaged in any other forcible or nonconsensual sexual conduct?
- Have you ever been terminated from employment or a previous position (including volunteer positions), or permitted to resign in lieu of termination?
- If answered yes, please describe the circumstances surrounding the incident.
- If requesting access to the jail, do you currently have any family members or friends in custody at the Benton County Jail? If so, who is in jail and what is their relationship to you?

CONTINUING NATURE OF ADVERSE HISTORY INFORMATION

I understand that during all times I have jail access, am employed by, or have volunteer status with, Benton County, that I am required to inform my immediate supervisor or jail staff any time I am charged with or convicted of any crime, and any time I am named as a defendant/respondent in any lawsuit or complaint alleging sexual harassment or other forcible or nonconsensual sexual conduct. I understand that failure to make such notification within one business day of such action, excluding any time I am incarcerated or otherwise incapable of making such notification, shall be grounds for denied access into the jail and/or immediate termination of my employment or volunteer status with Benton County.

POTENTIAL DISQUALIFIERS

- Felony convictions within the past five (5) years
- Violent misdemeanors or domestic violence convictions within the past five (5) years
- Drug related convictions within the past five (5) years

Some exemptions may apply on a case by case basis.

I have read, fully understand, and voluntarily provide this Authorization and Release. By signing below, I also certify, under penalty of perjury as provided by the laws of the State of Washington, that I am the person identified above, and that all of the biographical, adverse history, and other information provided above is true, correct, and complete to the best of my knowledge.

Signature

Date

A minimum of two business days required for processing.

Do Not Write Below This Line

Comments:

COMPLETED BY AND DATE:

Exhibit D

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 6/28/2016

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Benton	Terrazzo Workers	Journey Level	\$38.14	5A	1M	

State of Washington
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Journey Level Prevailing Wage Rates for the Effective Date: 6/28/2016

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Benton	Tile, Marble & Terrazzo Finishers	Journey Level	\$30.90	5A	1M	

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Apprentice Level Prevailing Wage Rates for Benton County and Terrazzo Workers Trade for the Effective Date: 6/28/2016

<u>Step</u>	<u>Occupation</u>	<u>Begin Hours</u>	<u>End Hours</u>	<u>Apprentice Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Step 1	Terrazzo Worker	1	700	\$25.30	5A	1M	
Step 2	Terrazzo Worker	701	2100	\$27.86	5A	1M	
Step 3	Terrazzo Worker	2101	2800	\$30.43	5A	1M	
Step 4	Terrazzo Worker	2801	3500	\$33.00	5A	1M	
Step 5	Terrazzo Worker	3501	4200	\$35.57	5A	1M	
Step 6	Terrazzo Worker	4201	4900	\$36.86	5A	1M	

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Apprentice Level Prevailing Wage Rates for Benton County and Tile, Marble & Terrazzo Finishers Trade for the Effective Date: 6/28/2016

<u>Step</u>	<u>Occupation</u>	<u>Begin Hours</u>	<u>End Hours</u>	<u>Apprentice Wage</u>	Holiday	Overtime	Note
Step 1	Tile/Terrazzo/Marble Finisher	1	700	\$23.52	<u>5A</u>	<u>1M</u>	
Step 2	Tile/Terrazzo/Marble Finisher	701	2100	\$25.37	<u>5A</u>	<u>1M</u>	
Step 3	Tile/Terrazzo/Marble Finisher	2101	2800	\$27.21	<u>5A</u>	<u>1M</u>	
Step 4	Tile/Terrazzo/Marble Finisher	2801	3500	\$29.06	<u>5A</u>	<u>1M</u>	

WAC 296-127-01379

Terrazzo (artificial marble) workers.

For the purpose of the Washington state public works law, chapter **39.12** RCW, terrazzo workers create durable and decorative surfaces on floors, walls and ceilings.

The work includes, but is not limited to:

(1) Spreading a one-half inch mixture of sand, cement, and water with trowel to form a base over walls, ceilings, and concrete floors where terrazzo is to be applied.

(2) The cutting and setting of metal or wooden strips into the terrazzo base so that the top edges form a design or pattern and define the level of the finished floor surface.

(3) Spreading a mixture of cement terrazzo, magnasite terrazzo, polyacrylate terrazzo, epoxy matrix terrazzo, exposed aggregate, rustic or rough washed for the interior or exterior of buildings, over a terrazzo base with float and trowel to form the finished surface.

(4) Spreading of any other kind of mixture of plastics composed of chips or granules of marble, granite, blue stone, enamel, mother-of-pearl, quartz, ceramic colored quartz and all other kinds of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium, chloride or any other resinous or chemical substances used for seamless flooring systems, and all other binding materials when used on any part of the interior and exterior of buildings and on fountains, swimming pools, etc.

[Statutory Authority: Chapter **39.12** RCW, RCW **43.22.270** and **43.22.051**. WSR 00-15-077, § 296-127-01379, filed 7/19/00, effective 7/19/00.]

WAC 296-127-01382

Terrazzo workers' helpers, tile and marble setters' helpers (finishers).

For the purpose of the Washington state public works law, chapter **39.12** RCW, the scope of work for terrazzo workers' helpers, tile and marble setters' helpers includes, but is not limited to:

- Handling, moving, hoisting, storing and distributing sand, mortar, cement, lime, terrazzo, tile, marble, stone, slate or any other materials that may be used by terrazzo workers, tile layers, marble setters and stone masons.
- Performing all rigging.
- Installing and dismantling of scaffolding or staging.
- Mixing mortar and grout.
- All preparation prior to installation, such as helping with the bedding and cutting, priming, and the installation of ties and wire lath.
- Grinding, cleaning, washing, rubbing and polishing of all tile and marble.
- Applying protective coverings, such as soap compounds, paper products, varnishes and lacquers and all types of tapes and polyethylene coverings.
- Cleanup of the job site.

[Statutory Authority: Chapter **39.12** RCW, RCW **43.22.270** and **43.22.051**. WSR 00-15-077, § 296-127-01382, filed 7/19/00, effective 7/19/00.]