




Snohomish Health Distrtict

**Rucker Building
Exterior Cleaning & Painting
RFP #2020-02**



**SNOHOMISH
HEALTH DISTRICT**
WWW.SNOHD.ORG

**Snohomish Health District
Administration
3020 Rucker Avenue, Suite 306
Everett, Washington 98201**



REQUEST FOR PROPOSALS

RFP #2020-02

EXTERIOR CLEANING AND PAINTING PROJECT

Sealed Proposals for the exterior cleaning and painting of the Snohomish Health District Rucker Building will be accepted by email to rfp@snohd.org by 2:00 pm PDT (our clock) on Tuesday, September 1, 2020.

Proposal packets are available online at <http://www.snohd.org/bids>, or at the Snohomish Health District, 3020 Rucker Ave. Ste 306, Everett, WA 98201.

Contact Jim Neal at 425.760.4766 to arrange an appointment for a site visit (not required).

This is a Public Works project. Contractor must comply with Prevailing Wage Law (Chapter 39.12 RCW). A contract will only be awarded to a responsible proposer (RCW 39.04.010 and 39.04.350).

The District reserves the right to reject any or all proposals and to waive any informality in proposals.

The District is not liable for any costs incurred by a respondent in the preparation and evaluation of Bids submitted.

Instructions to Proposers

SNOHOMISH HEALTH DISTRICT EXTERIOR CLEANING & PAINTING PROJECT

The Term "District" whenever used in the contract documents shall be construed to mean the Snohomish Health District.

I. Conditions:

The Contractor is responsible for being familiar with all conditions, instructions, and documents governing the contract. Failure to make such preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the term of the contract.

No pre-proposal meeting is scheduled for this solicitation, however, interested vendors are encouraged and invited to visit the location for their full review of the facility. Contact Jim Neal at 425.760.4766 to arrange an appointment.

II. Schedule:

Emailed proposals are due by 2:00 p.m. (our clock) on September 1, 2020. A contract will be awarded to the lowest responsible proposer. All work must be accomplished while allowing staff to continue to work.

III. Scope of Work:

All work must be performed in accordance with federal, state and local codes. The contractor is responsible for obtaining all required inspections and approvals from the State of Washington and City of Everett Building and Zoning Department. The contractor will be responsible for obtaining all building permits. The project work includes:

- Pressure washing of the entire building surface, including roof top penthouse.
- Minor caulking at existing areas that show signs of failure. This includes areas around windows and expansion joints.
- Prepare and prime Rusted piping with rust inhibitive prime coat
- Repaint Building surfaces with two coats of 100% acrylic house paint
- Repaint Bollards, safety stripes and painted signage at the west elevation

Site Restoration:

The Contractor shall ensure that all debris generated by the project are removed from the project area as needed or as directed by District Staff, but not less than daily, to allow continued use by District staff,. The Contractor is responsible for maintaining safe working conditions and ensuring that District Staff may safely access the Building. Additionally, all debris, dust or any other materials generated during the job shall be removed from the work area daily before completion of work. Upon completion of the entire project operation, the site should be returned to a like condition that existed prior to work being done.

IV. Disposal of Material:

Contractor shall legally dispose of all waste material generated from the project at a dump site compliant with Local, State and Federal regulations. Contractor shall provide a report of the amount in cubic yards of material

disposed and where the material was disposed. The contractor will be required to provide & sign a disposal certificate acknowledgement form.

V. Proposer Responsibility Criteria:

It is the intent of the District to award a contract to the most responsive and responsible proposal. Before award, the Proposer must meet the following Proposer responsibility criteria to be considered a responsible Proposer. The Proposer may be required by the District to submit documentation demonstrating compliance with criteria. The Proposer must:

- A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of proposal submittal.
- B. Have a current Washington Unified Business Identifier (UBI) number.
- C. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the Proposer's employees working in Washington, as required in Title 51 RCW.
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW.
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- E. Until December 31, 2013, not have violated more than one time the offsite, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.
- F. For public works projects subject to the apprenticeship utilization requirements of RCW 3.0.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.

The public works contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria of each of its subcontractors.

VI. Evaluation Criteria

The Evaluation Committee will evaluate the written Bid based on the following criteria.

	Proposal Evaluation Criteria	Points	Scored
Responsibility	The capability, in all respects, to perform fully the contract requirements, the moral and business integrity and reliability which will assure good faith performance as required by the specifications contained herein, including vendor references.	10	
Experience	Experience by the firm in performing the services required.	10	
Responsiveness	The degree to which the vendor has responded to the purpose and scope of work and conformance in all respects to this RFP.	10	
Equipment	Material meets needs of the building and the specifications as defined on RFP.	15	

Cost	Cost will not be the sole deciding factor in the selection process, but will be considered in the case of this RFP	55	
	Total Points	100	

VII. Rejection of Proposals:

- A. The District reserves the right to cancel invitations for proposals or requests for proposals without penalty when it is in the best interest of the District. Notice of cancellation shall be sent to all individuals or entities solicited.
- B. The District reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, to negotiate changes and/or modifications with the selected Proposer and to make award to the response deemed to be the most advantageous to the District. Proposers shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed.
- C. Any proposal not conforming with the specifications or requirements set forth by the District in the RFB may be rejected.
- D. Proposals may also be rejected if they are made by a Proposer that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

VIII. Award of Contract:

- A. Formal submissions shall be tabulated and a recommendation shall be prepared by the evaluation committee and forwarded to the Administrative Officer for review.
- B. The Snohomish Health District Board of Health shall award a formal contract.
- C. All awards made in accordance with this RFP are final determinations.

IX. Performance Bond and Labor & Material Payment Bonds

Prior to execution of the contract, the successful Proposer shall furnish Performance and Labor & Material Payment Bonds covering the faithful performance of the contract and the payment of all obligations arising thereunder in such form approved by the District and in the amount of one hundred percent (100%) of the contract. For contracts less than \$150,000 the contractor may ask the District to waive the bond and instead retain 10% of the contract amount for 30 days after the date of final acceptance or until all necessary releases have been received, whichever is later.

X. Change Orders:

- A. After a contract is awarded pursuant to the competitive procedures specified herein, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without bidding the materials, supplies, services or equipment involved, provided that the change order:
 1. Is not of such a size or nature as to undermine the integrity of the original selection process; and
 2. Is germane to the original contract; and
 3. Does not exceed twenty percent (20%) of the contractor amount; and
 4. Is approved by the Board of Health. However, the Administration Director, or his/her designee can approve change orders for amounts that are not greater than fifteen thousand dollars (\$15,000.00). The Board of Health shall be informed of any such Administration Director approved change order at the next Board of Health meeting.

B. Change orders for contracts for public improvements shall be as provided by state law.

XI. Insurance Requirements:

The Contractor will be required to meet the Snohomish Health District insurance requirements. Unless otherwise specified the Contractor shall, before commencing satisfactory to the Snohomish Health District an additionally named insured in the following minimum amounts with specific coverage which includes underground, explosion, and collapse.

Commercial General Liability	\$3,000,000 (each occurrence), \$3,000,000 (general aggregate), and a \$2,000,000 products-completed operations aggregate limit.
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Automobile Liability	\$1,000,000 (per accident)
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Bodily Injury	\$500,000 (each person) \$1,000,000 (each accident)
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Employer's Liability Insurance	\$100,000
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Contractual Liability Insurance	\$500,000
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Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

XII. Billing/invoicing:

All billing and invoicing will be done at the completion of the project.

Additional Items

The successful Proposer will be required to enter into a contract with the Snohomish Health District consistent with the terms of this Request for Proposals which should contain the following terms:

WAGE RATE REQUIREMENTS

A. The Contract shall be based upon payment by Contractor and his Subcontractor of wage rates not less than the prevailing hourly wage rate for each classification of worker engaged on the work as determined by the Washington State Department of Labor & Industries.

B. A copy of the wage determination shall be posted by the Contractor in a conspicuous place at the site of the work where it can be easily seen by the workers.


C. The Contractor shall maintain certified time sheets and submit to the District with final invoice.

D. The Contractor will be required to sign a Wage Rate Requirement Certification.

PREVAILING WAGE

Some or all of the work herein may be subject to the provisions of Prevailing Wage laws of RCW 39.12.020 et.seq., providing for the payment of prevailing rate wages to all laborers, workmen and mechanics engaged on work. The Contractor agrees that, prior to making any payments to its own laborers, workers, or mechanics or to any subcontractor it will determine whether it must legally pay wages in accordance with the Prevailing Wage laws, and if so legally required, pay the then current prevailing rate of wage as determined by the Washington State Department of Labor and Industries (L&I)

<https://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp> .



The District may at any time inquire of the Contractor as to rates of wages being paid employees of the Contractor, and any subcontractor or material men, whereupon such information shall be promptly provided by the Contractor. The Contractor shall agree to indemnify the District for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws.

The Contractor shall insert into each subcontract and into the project specifications for each subcontract a written stipulation requiring all laborers, workers and mechanics performing work under the contract to comply with the Prevailing Wage Law and to require each subcontractor to insert into each lower-tiered contract and into the project specification for each lower tiered subcontract a similar stipulation.

RETAINAGE

RCW 60.28.011 requires public agencies to withhold 5% of the contract amount, not including sales tax, until it is demonstrated that all the contractors on the project have paid the appropriate prevailing wages and state taxes, including workers' compensation and unemployment insurance premiums. The State Department of Revenue (DOR), Employment Security Department (ESD), and Labor & Industries all must approve release of the retainage separately. A contractor may opt to submit a retainage bond instead covering any or all of the amount.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold the District, its Board of Health, employees, and attorneys harmless from any demand of whatsoever nature for loss, damage or injury caused to persons or property, including property of the District, resulting from or attributable to any act or omission of the Contractor and its agents and employees, including for any acts constituting negligence.

NON-COLLUSION

Proposals must be prepared without the assistance of any officer or other person employed by or connected in any manner with the District. The signed Non-Collusion Statement must be returned with the proposal packet.

COMPLIANCE WITH LAWS AND REGULATIONS

In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation of duty upon the Contractor.



PROPOSAL DOCUMENTS

THE DOCUMENTS ON THE FOLLOWING PAGES ARE REQUIRED AND MUST BE INCLUDED IN YOUR SUBMITTED PROPOSAL.

CONTRACTOR PROPOSAL AGREEMENT

COST PROPOSAL

MATERIAL AND SUPPLIES LIST

STATEMENT OF PROPOSERS QUALIFICATIONS

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

NON-COLLUSION STATEMENT



CONTRACTOR PROPOSAL AGREEMENT

The undersigned Proposer, in compliance with your advertisement for Request for Proposals for the project as specified, and related documents prepared by or at the direction of the Snohomish Health District and being familiar with all conditions surrounding the work, including availability of labor and material, does hereby propose to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the Contract documents and at the price provided.

The undersigned Proposer understands that prevailing wages must be paid in connection with the work, and agrees to maintain and provide to the District upon its request, required documentation to support compliance with the State of Washington Prevailing Wage Act, in accordance with the law.

Proposer certifies this proposal to be for the project described in the Instruction to Proposers document and to be in accordance with plans, specifications and Contract documents, including the Request for Proposal.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the District within seven (7) days of the cause.

Signed: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____



PROJECT COST PROPOSAL

Submit a Schedule of Prices



MATERIAL AND SUPPLIES LIST

Submit a list of all material and supplies along with their costs and length of manufacturer's warranty.

STATEMENT OF PROPOSER'S QUALIFICATIONS

Each Contractor submitting a proposal for work included in these Contract Documents shall prepare and submit the following data:

1. Firm Name of Proposer _____

2. Business Address _____

3. How many years have you been engaged in the contracting business under the present firm name? _____

4. Contracts now in hand. _____

5. General character of Work performed by your Company _____

6. List three similar projects constructed during the last 5 years and the Contract amount.

_____ \$ _____

_____ \$ _____

_____ \$ _____

7. Bank References. _____

8. State of Washington Contractor's Registration No. _____

9. Department of Labor and Industries Workmen's Comp. No. _____

10. Have you changed bonding companies within the last three years? _____

Please list previous bonding companies. _____

11. Have you ever been sued by the Contracting Agency of a Public Works project on which you were the Prime Contractor? _____

12. Please give the names and titles for the project superintendents that you plan to employ for this project. Indicate how many years they have worked for your company. _____

(Firm Name of Proposer)

(Signature of Proposer)

(Title)

(Telephone Number)

(Email Address)

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.



CERTIFICATION OF COMPLIANCE with Wage Payment Statutes

The Proposer hereby certifies that, within the three-year period immediately preceding the RFP solicitation date April 4, 2019, the Proposer is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Proposer’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.

NON-COLLUSION STATEMENT

In order for your application to be considered, it is necessary to furnish the following information:

Has your firm ever been indicted, pled guilty, pled nolo contendere (no contest), or been convicted of any offense that has resulted in your firm being barred from being or performing work for any State, Local, or Federal Government?

Yes ____ No ____

If "Yes", attach a separate sheet(s) to this form giving the details involved, the names of the individuals, and their current employment status with your firm.

Has any officer, employee, or other member of your firm ever been indicted, pled guilty, pled nolo contendere, or been convicted of any illegal restraints of trade, including collusive proposalding?

Yes ____ No ____

If "Yes", attach a separate sheet(s) to this form giving the details involved.

Has your firm or any officer, employee, or member of your firm ever been debarred for violation of various Public Constraint Acts incorporating Labor Standards Provision?

Yes ____ No ____

If "Yes", attach a separate sheet(s) to this form giving the details involved.

Is your firm under the protection of the bankruptcy court, has pending any petition in bankruptcy court, or have you made an assignment for the benefit of creditors?

Yes ____ No ____

(Printed Name of Contractor)

Address

City

State

Zip Code

Signature of Authorized Representative

Title

Date

**NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED
WITH THE PROPOSAL.**

SAMPLE CONTRACT

SMALL PUBLIC WORKS CONTRACT (Under \$350,000)

THIS SMALL PUBLIC WORKS CONTRACT (“Contract”) is made and entered into this _____ day of _____, 20____, by and between the Snohomish Health District, a Washington State municipal corporation (“District”), and _____, a Washington _____ (“Contractor”) [LEGAL STATUS OF ENTITY SHOULD BE INSERTED i.e., LLC; Sole Proprietor; LLP; Inc., P.S.; Partnership, Foreign Corporation licensed to do business in Washington State]

WHEREAS, the District desires to accomplish certain public works entitled **Insert project name/description** (“the Project”) having an estimated cost \$350,000 or less; and

WHEREAS, the District solicited written Proposal Proposals for the Project.

WHEREAS, whereas the District received and reviewed written Proposal Proposals for the Project, and has determined that Contractor is the lowest responsible proposer; and

WHEREAS, the Contractor and the District desire to enter into this Contract for the Project in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the terms, conditions and agreements contained herein, the District and Contractor agree as follows:

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the **Insert Project Name Project** (“Project”) in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than _____ [Insert Completion Date].

2. Contract Documents.

The following documents are incorporated into the Contract by this reference:

- A. ☒ Plans and Contract Drawings.
- B. ☒ Scope of Work.
- C. ☒ Proposal/Proposal Submittal (attached).
- D. ☐ 2020 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) (“Standard Specifications”) (referenced but not attached).
- E. ☐ Addenda (**if any**)
- F. ☐ Payment and Performance Bond (attached) (optional ten percent retainage on contracts less than \$150,000).

G. ☐ Retainage Bond (attached) (optional-see Section 5).

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

3. Commencement of Work.

Work shall not proceed under this Contract until the Contractor has met following conditions:

- A. Contract has been signed and fully executed by the parties.
- B. The Contractor has provided the District with the certificates of insurance required under Section 22.
- C. The Contractor has obtained a license to do business in the project location.
- D. The Contractor has provided the District with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

These conditions shall be satisfied within ten (10) calendar days of the District's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the District shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

4. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 1. If said work is not completed within the time specified, the Contractor agrees to pay the District as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications for each and every calendar day said work remains uncompleted after expiration of the specified time.

5. Payment for Project.

A. **Total Contract Sum for Project.** Excluding approved changes orders, the District shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed **[\$Dollar Amount in figures] (dollar amount in words)** in accordance with the proposal price in the proposal Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

B. **Payments shall be for Performance of Project Work.** Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the District. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

C. **Right to Withhold Payments if Work is Unsatisfactory.** If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The District shall have the right to withhold payment for such work until it meets the requirements of the Contract.

D. **Payments.** Subject to F below, progress payments shall be based on the timely submittal by the Contractor of the District's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible

for payment consideration. The District shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

E. **Payments for Alterations and/or Additions.** Requests for changes orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

F. **Final Payment.** Pursuant to RCW Chapter 60.28, a sum equal to five percent (5%) of the monies earned by the Contractor will be retained from payments made by the District to the Contractor under this Contract. This retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82 and (2) the claims of any person arising under the Contract.

Monies retained under the provisions of RCW Chapter 60.28 shall, at the option of the Contractor, be:

1. Retained in a fund by the District; or
2. Deposited by the District in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the District and are not to be allowed to be withdrawn without the District's written authorization. The District will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues.

At or before the time the Contract is executed, the Contractor shall designate the option desired. The Contractor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. The District may also, at its option, accept a bond in lieu of retainage.

Release of the retainage will be made sixty (60) calendar days following the Final Acceptance of the Project provided the following conditions are met:

1. A release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
4. Washington State Department of Labor and Industries (per Section 1-07.10 of the Standard Specifications) shows the Contractor is current with payments of industrial insurance and medical premiums.
5. All claims, as provided by law, filed against the retainage have been resolved.
6. If requested by the District, the Contractor shall provide the District with proof that insurance required under Section 22 remains in effect.

G. **Final Acceptance.** Final Acceptance of the Project occurs when the Administrative Officer has determined that the Project is one hundred percent (100%) complete and has been constructed in accordance with the Plans and Specifications.

H. **Payment in the Event of Termination.** In the event this Contract is terminated by the either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the District in finishing the work, and all damages sustained by the District or which may be sustained by the District or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the District to the Contractor. If the District's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the District and shall pay such difference to the District. Such expense and damages shall include all reasonable legal expenses and costs incurred by the District to protect the rights and interests of the District under the Contract.

I. **Maintenance and Inspection of Financial Records.** The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of District and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the Contractor, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of District and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and subcontracts shall impose similar duties on the subcontractors.

6. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the District and Contractor and shall terminate upon final payment by the District to the Contractor, unless sooner terminated by either party under Section 7 or applicable provision of the Contract.

7. Termination of Contract.

A. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

B. The District may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

8. Status of Contractor.

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the District. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of District employment nor shall claim against the District any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the District.

9. Permits.

The Contractor will apply for, pay for and obtain any and all city, county, state and federal permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project.

10. Business License Required.

The Contractor shall obtain a _____ **insert location of project** business license prior to commencement of work under this Contract.

11. Work Ethic.

The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional and workmanlike manner.

12. District Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the District. Contractor shall provide the District with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the District.

13. Job Safety.

A. **General Job Safety.** Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

14. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

15. Taxes and Assessments.

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

16. Nondiscrimination Provision.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision

shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the District in the future unless the Contractor demonstrates to the satisfaction of the District that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

17. The Americans with Disabilities Act.

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

18. Compliance With Law.

The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

19. Guarantee of Work.

A. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the Project work unless a longer period is specified. The District will give notice of observed defects with reasonable promptness.

B. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the District until the work or equipment is repaired or replaced by the Contractor and accepted by the District. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.

C. The Contractor shall also provide the District with manufacturer's warranties for all components, materials and equipment installed as part of the Project.

D. Any repairs or replacement required during the warranty period shall be performed within 30 calendar days following notification by the District.

20. Contractor's Risk of Loss.

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his proposal accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

21. Indemnification and Hold Harmless.

A. The Contractor shall indemnify, defend and hold the District, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the

Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

B. The Contractor's duty to indemnify the District shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the District or its elected officials, agents, officers and/or employees.

C. The Contractor's duty to indemnify the District for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the District and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

D. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

E. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

F. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

22. Insurance.

A. **Insurance Term.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. **No Limitation.** Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

C. **Minimum Scope of Insurance.**

Contractors required insurance shall be of the types and coverage as stated below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. **Commercial General Liability** insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the

per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The District shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the District using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington

4. ☐ Required. Builders Risk insurance covering interests of the District, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the District upon written request by the Contractor and written acceptance by the District. Any increased deductibles accepted by the District will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the District.

5. ☐ Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The District shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the District evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Public Entity under this paragraph must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. **Minimum Amounts of Insurance.**

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

3. ☐ Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

4. ☐ Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. **District Full Availability of Contractor Limits**

If the Contractor maintains higher insurance limits than the minimums shown above, the District shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the District evidences limits of liability lower than those maintained by the Contractor.

F. **Other Insurance Provisions.**

The Contractor's insurance coverage shall be primary insurance with respect to the District. Any insurance, self-insurance, or insurance pool coverage maintained by the District shall be in excess of the Contractor's insurance and shall not contribute with it.

G. **Acceptability of Insurers.**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. **Verification of Coverage.**

The Contractor shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the District, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

☐ Required. Before any exposure to loss may occur, the Contractor shall file with the District a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

☐ Required. Before any exposure to loss may occur, the Contractor shall file with the District a copy of the Pollution Liability insurance that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

I. **Contractor's Insurance for Other Losses.**

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

J. **Subcontractors.**

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the District is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

K. **Waiver of Subrogation.**

The Contractor and the District waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

L. **Notice of Cancellation of Insurance.**

The Contractor shall provide the District and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. **Failure to Maintain Insurance**

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the District may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the District on demand, or at the sole discretion of the District, offset against funds due the Contractor from the District.

23. **Assignment and Subcontractors.**

A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the District.

B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the District and complying with the provisions of this section.

C. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.

D. The Contractor shall, before commencing any work, notify the District in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the District may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the District by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the District shall not constitute a waiver of any right of the District to reject defective work or work not in conformance with the contract documents. If the District, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any

of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

F. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the District and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the District to pay or to assure payment of any monies due any subcontractor or assignee.

24. 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 any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

25. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

26. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any Contract, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition or right.

27. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

28. Contract Representatives and Notices.

This Contract shall be administered for the District by the [Insert Project Manager Name], and shall be administered for the Contractor by the Contractor's Contract Representative, [Insert Name of Contractor Representative]. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To District:

Project Manager Name
Snohomish Health District

To Contractor:

Name and Title of Binding Officer
Contractor Business Name
Street Address
District, State ZIP

Telephone Number:

Telephone Number

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

29. Third Parties.

The District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

30. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

31. Venue.

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington.

32. Attorney Fees

Should either the District or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

33. Authority

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the District represents and warrants that he or she has been fully authorized by the District to execute this Contractor on its behalf and to legally bind the District to all the terms, performances and provisions of this Contractor.

34. Counterparts.

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

35. ☐ Debarment and Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), the Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the District will be notified immediately. Additionally, if this contract involves the use, in whole or in part, of federal award(s), provisions (A)-(K) in Appendix II to Part 200 of the Uniform Guidance (2 CFR Ch. 11 (1-1-14 edition)) are hereby incorporated, as applicable, as if fully set forth herein. See attached **Exhibit ____**, if applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

Snohomish Health District

XXXX

By _____,
Administrator

By _____

Approved as to form:

Attest:

Grant K. Weed, District Attorney

, District Clerk

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

District

Contractor

ATTACHMENTS: