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|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | SOLICITATION FACE SHEET | |

PROJECT TITLE

Roof Repair Services at the Randy W. Casteel Public Works Annex Building

MATERIALS/SERVICES REQUESTED

Kitsap County, by and through the Public Works Solid Waste Division, is soliciting bids from qualified contractors to provide roof repairs services at the Randy W. Casteel Public Works Annex Building, located at 8600 SW Imperial Way, Bremerton, Washington 98312.

CALENDAR OF EVENTS

Listed below are important dates and times by which the actions noted must be completed. Dates and times are subject to change. If Kitsap County (the County) changes any of the dates and/or times, the change will be made by addendum.

| Event | Completion Date and Time |
|--|--|
| Issuance of Solicitation | Wednesday, August 12, 2020 |
| Pre-Conference Site Visit <input checked="" type="checkbox"/> Mandatory <input type="checkbox"/> Not Mandatory | BY APPOINTMENT ONLY between Monday, August 17, 2020 and Friday, August 21, 2020 Please see Mandatory Site Visit (Page 10) for information on requesting a site visit appointment |
| Submission Deadline | Tuesday, September 1, 2020, 3:00 p.m. |
| Evaluations/Demonstrations | Wednesday, September 2, 2020 – Tuesday, September 7, 2020 |
| Committee Recommendations | Tuesday, September 7, 2020 |
| Contract Executed | September 2020 |
| Estimated Start Date | October 2020 |

All questions concerning this solicitation must be directed to the Kitsap County Purchasing Agent identified below, via email only. Questions to or communications with other Kitsap County staff may disqualify offerors from the evaluation process.

Vicki Martin, Purchasing Agent
 Kitsap County Purchasing Office
purchasing@co.kitsap.wa.us

<https://www.kitsapgov.com/das/Pages/Online-Bids.aspx>

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.


| | | |
|---|----------------------------------|--|
|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | TABLE OF CONTENTS | |

TABLE OF CONTENTS

Solicitation Face Sheet 1

Table of Contents 2

Instructions to Offerors 3

Project Background 9

Scope of Work 9

Mandatory Site Visit 9

Notice to Contractors 10

Prevailing Wages 10

Insurance Requirements 10

Submittal Requirements 10

APPENDICES

Appendix A, Acknowledgment Form 12

Appendix B, Exceptions Forms 14


Appendix C, Leak Investigation Summary 16

Appendix D, Mandatory Site Visit Directions 27

Appendix E, Solicitation Bid Sheet 28


Appendix F, Certification of Compliance with Wage Payment Statutes 29

Appendix G, Draft Contract 30

| | | |
|---|-------------------------------------|--|
|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | INSTRUCTIONS AND INFORMATION | |

INSTRUCTIONS TO OFFERORS

1. PRE-OFFER CONFERENCE, ADA ACCOMMODATIONS. The date, time and location of any pre-offer conference is indicated on the Solicitation Face Sheet. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the County's position. To maximize the effectiveness of the conference, offerors are encouraged to submit questions in writing to the attention of the Purchasing Agent prior to the conference date. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the County at this conference. The County will then determine if any action is necessary and may issue a written amendment to the solicitation. Oral statements or instructions will not constitute an amendment to this solicitation. Requests for reasonable accommodation to attend at a pre-offer conference should be directed to the Purchasing Agent as early as possible to allow time to make appropriate arrangements.
2. DUE DATE AND TIME. All offers must be received by the Purchasing Department at the specified location by the due date and time identified on the Solicitation Face Sheet. Offers, modifications, and withdrawals received after the submission due date and time will be rejected and not opened.
3. QUESTIONS, ORAL COMMUNICATIONS. Questions concerning this solicitation shall be submitted in writing via email only to the Purchasing Agent. The offeror shall not contact or ask questions of other County staff or the County department for which the requirement is being procured. Offerors that directly communicate with other County staff regarding this solicitation without prior authorization from the Purchasing Agent may be disqualified. Written questions will be accepted until the date and time identified on the Solicitation Face Sheet. Any correspondence related to this solicitation should refer to the solicitation number, page, and paragraph number. Offerors may only rely on written answers issued by the Purchasing Agent. All oral communications are unofficial and nonbinding on the County. Substantive questions and answers are posted on the County website. It is the responsibility of the offeror to assure they received responses to questions if any are issued.
4. EXAMINATION OF DOCUMENTS. It is the responsibility of the offeror to carefully review the entire solicitation package, which includes without limitation specifications, requirements, terms and conditions, and insurance requirements. Submitting an offer is agreement by offeror to all terms and conditions contained in the solicitation. Offeror should seek written clarification from the Purchasing Agent regarding anything that is unclear prior to submitting an offer. Offerors must a) consider federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect the cost or performance of the work; b) study and carefully correlate the offeror's observations with the solicitation documents; and c) notify the Purchasing Agent of all conflicts, errors and discrepancies, if any, in the solicitation documents. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the offeror of any responsibilities under this solicitation or any subsequent contract. The offeror, by delivering an offer in response to this solicitation, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the work to be performed, services to be provided, and the equipment to be furnished.


| | | |
|---|-------------------------------------|--|
|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | INSTRUCTIONS AND INFORMATION | |

5. ACCEPTING CONTENT OF OFFER. By submitting an offer in response to this solicitation, the offeror certifies they have fully read and understand the content of the solicitation documents and have a full knowledge of the scope, nature, and detailed requirements of services and/or equipment to be provided and performed.
6. LIABILITY FOR ERRORS. While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Nothing in this solicitation is intended to relieve the offeror from forming their own opinions and conclusions with respect to the matters addressed in the solicitation.
7. PREPARATION OF OFFER, COSTS AND TAXES. All offers shall be submitted on the forms provided in the solicitation package. Offers shall include all costs as described and indicated by the specifications. The County is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate line item. The total cost shall include all freight, handling, delivery, surcharges, and other incidental charges that may be required to provide the services or deliver the commodities. All prices shall include freight FOB destination, freight included to the designated delivery point. Additional charges such as fuel surcharges will not be accepted by the County. If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment.
8. ACKNOWLEDGMENT. The Acknowledgment Form (Appendix A) shall be returned with the offer with an original blue ink signature by a person authorized to sign the offer. Unsigned offer may be rejected by the County as incomplete. Pricing documents and other documents which require information to be filled in must be completed in ink, typewritten, or computer printed. No offers will be accepted if pencil is used. Erasures, interlineations, or other modifications in the offer shall be initialed in original blue ink by the authorized person signing the offer. Offerors shall submit **one (1) original**, marked "original", and **three (3) copies** of their offer with their submittal. Postmarked, telegraphic (facsimile), or emailed offers will not be considered.
9. SUBMISSION. Offers shall be submitted to the Purchasing Agent at the location specified below in a sealed envelope or package provided by the offeror and shall include (1) the offeror's name and address, (2) the solicitation name and number, and (3) the submittal due date clearly identified on the outside of the envelope or package. The offeror is responsible for the timely delivery of submitted offers, regardless of the delivery method. Offerors should allow sufficient time to ensure timely receipt by the County. Offers received after the submittal due date and time will not be opened or considered. The timeliness of offer submissions is determined by the County.


Mailing Address for USPS delivery:
 Vicki Martin, Purchasing Agent
 Kitsap County Purchasing Office
 614 Division Street, MS-7
 Port Orchard, WA 98366

OR


Physical Address for courier or hand delivery:
 Vicki Martin, Purchasing Agent
 Kitsap County Administration Building
 Purchasing Office – Fourth Floor
 619 Division Street
 Port Orchard, WA 98366

| | | |
|---|-------------------------------------|--|
|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | INSTRUCTIONS AND INFORMATION | |


10. OFFER ACCEPTANCE PERIOD. Offers, once opened, constitute an irrevocable offer and become the property of the County, and will not be returned to the offeror. Offers opened after the submission due date and time shall remain firm and unaltered for a period of **ninety (90) calendar days** following the submission due date and time. The County and offeror may mutually agree to extend the period during which the offer shall remain firm and unaltered.
11. ADDENDA. If the County changes, revises, deletes, clarifies, increases, or otherwise modifies this solicitation, the County will issue a written addendum and publish it on the County website. It is the responsibility of the offeror to check for addenda. Failure to acknowledge receipt of all addenda on the returned Acknowledge Form (Appendix A) with the sealed offer may be grounds for deeming an offer nonresponsive.
12. PREPARATION COSTS AND SAMPLES. The County is not liable for any costs incurred by the offeror in preparing, evaluating, submitting, developing, demonstrating, presenting, negotiating, or providing a response to this solicitation or samples provided. Offerors responding to the solicitation, demonstrations, and interviews, do so solely at their own expense. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
13. COUNTY RIGHT TO WITHDRAW OR AMEND SOLICITATION. The County in its sole discretion retains the absolute right without penalty to withdraw and/or amend all or any portion of this solicitation at any time, for any reason and no reason, up to contract execution. If there is any conflict between amendments, or between an amendment and the solicitation documents, whichever document was issued last in time shall be controlling. Any change to or interpretation of the solicitation will be posted on the County website and will be incorporated into any contract awarded. It is the responsibility of the offeror to check for addenda.
14. REJECTION OF OFFERS OR WAIVER OF IRREGULARITIES. All offers will be reviewed by the Purchasing Agent to determine compliance with administrative requirements and instructions. To the extent authorized by applicable law, the County in its sole discretion may 1) reject any and all offers submitted, or portions thereof, 2) waive any defects, informalities, or irregularities; 3) reissue the solicitation; 4) modify or cancel the solicitation; and/or 4) re-advertise and solicit new offers on the same scope of work or on a modified scope of work, when it is in the best interests of, or advantageous to, the County. The County reserves the right to reject any conditional offer. Offer will be considered irregular and may be rejected if they show alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
15. NON-RESPONSIVE OFFERS. The County may at any time reject all or any part of any offer as nonresponsive for any of the following reasons: 1) late or incomplete offer; 2) submission of exceptions to the solicitation; 3) noncompliance with any part of the solicitation; 4) providing inaccurate, misleading, exaggerated, or false information; or 5) failure to respond to every solicitation item or to provide all information requested.
16. OFFER IS NOT BINDING. Acceptance of an offer does not bind the County until the offer is reviewed and accepted by the appropriate County level of authority and both parties execute a contract.

| | | |
|---|-------------------------------------|--|
|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | INSTRUCTIONS AND INFORMATION | |

17. OFFEROR WITHDRAWAL OF OFFERS. Offerors may modify or withdraw a submitted offer prior to the submission due date and time. A request to modify or withdraw an offer must be *in writing*, signed by an authorized representative of the offeror, and submitted to the Purchasing Agent. Faxed withdrawals will NOT be accepted. A withdrawn offer may be resubmitted prior to the submission due date and time. Negligence in preparing an offer confers no right of withdrawal or modification after the due date and time.
18. NON-EXCLUSIVE CONTRACT. The County retains the discretion to make multiple or partial awards to obtain the same or similar services and products that are the subject of this solicitation and/or to order greater or less products or quantities based on County need. Contracts resulting from this solicitation are not exclusive service agreements.
19. LICENSES AND CERTIFICATIONS. Offerors, both corporate and individual, must be fully licensed and certified (in good standing) for the type of work to be performed in Washington state at the time of offer and during the entire contract period.
20. SERIAL NUMBERS. Where applicable, offers shall be for equipment on which the original manufacturer's serial number, if applicable, has not been altered in any way. Throughout the contract term, the County reserves the right to reject any altered equipment.
21. BRAND NAMES AND EQUIVALENTS. References to manufacturers, trade names, brand names or catalog numbers in the solicitation are intended to be descriptive, but not restrictive, unless otherwise stated, and are intended to indicate the level of quality, design, or performance desired. Any offer which proposes equal or greater quality, design or performance may be considered. Offers based on equivalent products must clearly describe the alternate offered and indicate how it differs from the product specified; and, include complete and sufficient descriptive literature and/or specifications to enable a full and fair determination as to whether the proposed alternate will be equal to or better than the product named in the solicitation. The County has the sole authority to accept or reject any like item and may require offeror to provide additional information and/or samples. If the offeror does not specify otherwise, it is understood that the referenced brand will be supplied.
22. SPECIFICATIONS. The apparent silence of the specification as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made on the basis of this statement.
23. DEVIATIONS OR EXCEPTIONS. For the purpose of evaluation, the offeror must indicate any variance or exceptions to be made to any provision in this solicitation, no matter how slight. Deviations should be explained in detail. All deviations and exceptions requested by the offeror shall be identified on the Exceptions Form (Appendix B). Absence of deviations or exception, variations and/or corrections will be interpreted to mean the offeror meets all specifications contained herein in every respect. Exceptions and deviations not identified are waived. The County will reject offers that take material exception to County specifications and contract.

| | | |
|---|-------------------------------------|--|
|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | INSTRUCTIONS AND INFORMATION | |


24. DESCRIPTIVE LITERATURE. All offers shall include complete manufacturer's descriptive literature regarding the equipment and goods or the services they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.
25. TEST MODELS/SAMPLES. When proposed, the County may request any or all offerors provide a test model of the product(s) offered on a no-charge basis. The performance, characteristics, and components of the model(s) submitted for inspection and testing shall be considered a representative model of the product(s) offered and intended for delivery. Any product tested and found not capable of meeting the requirements of the solicitation specifications will not be considered for a contract award. At the conclusion of the testing, the offeror may retrieve the product, if practical. The County is not responsible for any damages that may occur to any products supplied for testing.
26. WARRANTY. The offeror warrants all materials and workmanship delivered under any resulting contract to be free from defects, damage or failure which the County may reasonably determine is the responsibility of the offeror, for a minimum of 90-days after final acceptance and without cost to the County for labor, materials, parts, installation or any other costs except where longer periods of warranty of guarantees are specified.
27. COLLUSION. By signing the Acknowledgment Form (Appendix A), the offeror certifies they have not directly, or indirectly, entered into any agreement, participated in any collusion, or taken any action in restraint of free competitive bidding. If the County determines collusion has occurred, none of the offers from the participants of such collusion will be considered. The County's determination will be final.
28. CONFLICT OF INTEREST. Offeror shall disclose whether offeror is an immediate family member of or engaged in any business enterprise with a County employee, elected or appointed official with authority to award the solicitation. Such disclosure shall be identified in writing on the offer letter.
29. GRATUITIES AND KICKBACKS. By signing the Acknowledgment Form (Appendix A), the offeror certifies that neither the offeror nor any employee has solicited, accepted, offered, or given, or agreed to solicit, accept, offer, or give, any gratuity, service, or reward, including an offer of employment, with the purpose of or in a manner that would influence any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, to influence the content of any specification or procurement standard, or to influence any investigation, audit, proceeding or application, request for ruling, determination on a claim or controversy, or other matter.
30. PUBLIC RECORDS, CONFIDENTIAL INFORMATION. All offers received by the County become the property of the County and are not returned. Offers submitted in response to this solicitation are public records as defined by the Public Records Act (Act), Chapter 42.56 RCW, and available for public inspection and copying. If an offeror considers any portion of its offer, electronic or hard copy, to be protected from disclosure under Washington law, the offeror shall specifically identify all information it claims to be confidential or proprietary by clearly marking each page and item accordingly. If the County receives a request under the Act to inspect or copy the information that has been identified by the offeror as confidential/proprietary and the County determines that release of the information is

| | | |
|---|-------------------------------------|--|
|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | INSTRUCTIONS AND INFORMATION | |

required by the Act or otherwise appropriate, the County’s sole obligation will be to make a reasonable effort to notify the offeror of the request and the date that the confidential/proprietary information will be released to the requestor unless the offeror obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the offeror fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has, and by this section assumes, no obligation on behalf of the offeror to claim any exemption from disclosure under the Act. The County will not be liable to the offeror for releasing records, even if the records have been marked by the offeror as confidential and/or proprietary, in compliance with the Act, this section or court order.

31. INTERLOCAL PURCHASING AGREEMENTS. This is for information only and not to determine award. RCW 39.34 allows cooperative purchasing between public agencies, nonprofits, and political subdivisions. Public agencies that file an Intergovernmental Cooperative Purchasing Agreement with the County may purchase from County contracts. The offeror agrees to sell additional items at the bid prices, terms, and conditions, to other eligible governmental agencies. The County has no responsibility for the payment of such purchases. Should the offeror impose additional costs for such purchases, the offeror is to name such additional pricing as a supplement to their offer.
32. DISCUSSIONS. The County reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the submittal in order to clarify an offer and assure full understanding of, and responsiveness to, the solicitation requirements.
33. PERSONNEL. It is essential the offeror provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed in this solicitation. The offeror agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the County.
34. INTERVIEWS. The County reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The County shall not reimburse the offeror for the costs associated with the interview process.
35. PROTESTS. Protests of this solicitation must be filed with the Purchasing Agent within five (5) days of the first advertising of the solicitation. Protests of an award must be filed with the Purchasing Agent within ten (10) days of the issue date of the Notice of Award or Notice of Intent to Negotiate and Award. In order to be considered, a protest shall be in writing, addressed to the Purchasing Agent, and include: (1) The name, address and telephone number of the offeror protesting, or the authorized representative of the offeror; (2) The signature of the protester or its representative; (3) The solicitation number and title under which the protest is submitted; (4) A detailed statement of the legal or factual grounds of the protest including any supporting documentation; and (5) The specific ruling or relief requested.

END OF INSTRUCTIONS TO OFFERORS

| | | |
|---|-------------------------------------|--|
|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | INSTRUCTIONS AND INFORMATION | |

PROJECT BACKGROUND

The Randy W. Casteel Public Works Annex Building (the Annex) is located at 8600 SW Imperial Way, inside the Olympic View Industrial Park, in Bremerton, Washington. Long-term water intrusion from a portion of roof of the Annex has been occurring during times of normal rainfall, with an increase during times of heavier rainfall. Construction of the Annex was completed in 2003.

Kitsap County contracted with Wetherholt and Associates, Inc. to conduct a leak investigation of the Annex roof to determine the locations of active water intrusion and to complete a visual survey of the suspect infiltration areas. A summary of the findings from that investigation is included as Appendix C, Leak Investigation Summary.

SCOPE OF WORK

The County is soliciting bids for roof repair services from qualified contractors to provide one of the following roof repair options:

- Repairs to stop water intrusion at the Annex, as noted in Appendix C.
- Repairs to stop water intrusion AND insect infestation at the Annex, as noted in Appendix C.


Based on information contained in Appendix C, and assuming concurrence with those findings, and based on observations during the mandatory site visit, offerors should provide pricing information for both repair options. After review of the offers received, the County will select one repair option and proceed with the lowest responsible bidder for that option, according to the decision made by the County.

MANDATORY SITE VISIT

A mandatory site visit at the Randy W. Casteel Public Works Annex Building (the Annex) is required to submit an offer for this project. Site visits will be held by appointment only between Monday, August 17, 2020 and Friday, August 21, 2020. Directions to the Annex are provided in Appendix D, Mandatory Site Visit Directions.

To schedule a site visit appointment, please contact Rick Gilbert, Moderate Risk Waste Program Analyst, by email at rgilbert@co.kitsap.wa.us. Appointments will be scheduled on a first come, first served basis on one or two days, between Monday, August 17, 2020 and Friday, August 21, 2020, and will only be available on the dates listed.

A maximum of two (2) representatives from offeror team are authorized to attend the site visit. Photographs will be allowed during the site visit. The County will have a scissor lift available during each appointment to provide access to the Annex roof, if needed. Personal protective equipment (PPE), including hard hat, safety vest, and closed-toe shoes, will be required for individuals planning to access the roof. Persons accessing the roof should plan to provide their own PPE.

| | | |
|---|-------------------------------------|--|
|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | INSTRUCTIONS AND INFORMATION | |

NOTICE TO CONTRACTORS

All work shall be in accordance with the plans, specifications, and other contract documents as administered by the representative of Kitsap County. Contractors for this project must comply with all applicable government and local agency requirements. All successful bidders shall be a licensed contractor in the State of Washington and must submit a photocopy of their valid Washington State Contractor’s Registration at the time of the bid.

PREVAILING WAGES

This is a “Public Works” contract, as defined by Revised Code of Washington (RCW) 39.040.010. All contractors shall comply with Chapter 39.12 RCW, Prevailing Wages on Public Works. Workers of all contractors, subcontractors, and lower tier subcontractors shall be paid the “prevailing rate of wage” including “usual benefits” in kind and not by a cash payment in lieu of such usual benefits, as defined by Chapter 39.12 RCW. An Intent to Pay Prevailing Wage and an Affidavit of Wages Paid shall be filed with the Washington State Department of Labor and Industries (L&I). Certified payrolls will be required and shall be submitted for each time period the Contractor participates in the work. The successful contractor is responsible for obtaining and completing all required forms and documents and submitting these to the proper authorities with a copy to the County.

Offerors are required to complete the Contractor training provided by L&I before bidding and/or performing work on public works projects (RCW 39.04.350 and RCW 39.06.020). Contractors may use the “Verify a Contractor” tool (<https://secure.lni.wa.gov/verify/>) to verify the training status for their company or other businesses. Contractors are exempt from this training requirement if the company has been in business with an active Unified Business Identifier (UBI) number for 3 or more years **AND** have performed work and submitted all required L&I documents on 3 or more public works projects.


INSURANCE REQUIREMENTS

Offerors must submit a copy of their current Certificate of Liability Insurance showing evidence of proper insurance. Required insurance levels are included in Appendix G, Draft Contract, Section 10, Insurance.

SUBMITTAL REQUIREMENTS

Submitted bids must include the following information:

- Acknowledgment Form (Appendix A)
- Exceptions Form (Appendix B)
- Solicitation Bid Form (Appendix E) showing project budget for both the roof repair options
- Copy of the Offeror’s valid Washington State Contractor’s Registration
- Copy of the Offeror’s current Certificate of Liability Insurance showing evidence of proper insurance, including the required levels shown in Appendix G, Draft Contract

| | | |
|---|-------------------------------------|--|
|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | INSTRUCTIONS AND INFORMATION | |

- Certification of Compliance with Wage Payment Statutes (Appendix F)
- Bid Bond in an amount equal to five percent (5%) of submitted bid or:
 - Certified check
 - Cashier's check


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

For contracts of one hundred fifty thousand dollars or less, at the option of the contractor the County may, in lieu of the performance bond, retain ten percent (10%) of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens. See RCW 39.08.010.

Contract Binding Option:

_____ Surety Bond (Performance Bond)

_____ Retain 10% of Contract Amount per RCW 39.08.010

| | | |
|---|---|--|
|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX A ACKNOWLEDGMENT FORM | |

**APPENDIX A
INFORMAL BID 2020-131
ACKNOWLEDGMENT FORM**

This form must be signed by a person authorized to make offers and enter into contract negotiations on behalf of your agency.

1. Primary Contact Person Information:


| | |
|------------------------|---------------|
| Name / Title: | |
| Legal Name of Offeror: | |
| Telephone No. | Alternate No. |
| Email Address: | Fax Number: |

2. Company Information

| | | | |
|--|-------------------------------|--------------------------|---------------|
| Other Names of Offeror: | | | |
| Street Address Line 1: | | | |
| Street Address Line 2: | | | |
| City: | State: | Zip Code: | |
| Website Address: | | | |
| Type of Entity / Organizational Structure (check one): | | | |
| <input type="checkbox"/> | Corporation | <input type="checkbox"/> | Partnership |
| <input type="checkbox"/> | Limited Liability Partnership | <input type="checkbox"/> | Joint Venture |
| <input type="checkbox"/> | Non-Profit | <input type="checkbox"/> | Other: |
| Jurisdiction of Organization Structure: | | | |
| Date of Organization Structure: | | | |
| Federal Tax Identification Number: | | | |
| Washington State UBI Number: | | | |
| State Industrial Account Identification Number: | | | |

3. Did an outside individual/agency assist with the offer preparation?

| | | |
|------------------------------|-----------------------------|--------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | If yes, please describe: |
|------------------------------|-----------------------------|--------------------------|

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|---|---|--|
|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX A ACKNOWLEDGMENT FORM | |

4. Receipt of Addenda. Offeror acknowledges receipt of the following addenda if any.

| | | | |
|---------------|--------|---------------|--------|
| Addendum No.: | Dated: | Addendum No.: | Dated: |
| Addendum No.: | Dated: | Addendum No.: | Dated: |
| Addendum No.: | Dated: | Addendum No.: | Dated: |

5. In submitting this offer, the Offeror represents that the Offeror has read this solicitation, all attachments, contract terms and conditions, and all addenda, understands them and desires to submit this offer to Kitsap County.

6. Offeror agrees that its offer will remain in effect for not less than ninety (90) calendar days from the solicitation due date and may not be withdrawn or modified during that time.

7. Offeror agrees that the information provided by the Offeror in Appendix C (Solicitation Bid Form) reflects all costs for equipment and services to be provided to the County in compliance with the solicitation, and that no additional fees or charges will be incurred by the County other than as identified in the offer.

8. Offeror agrees that if awarded a Contract, the Offeror will make no claim against the County based upon ignorance of conditions or misunderstanding of the Contract documents, equipment/services to be provided under this solicitation and will comply with the minimum insurance requirements.


9. The undersigned certifies that he/she is authorized, offers, and agrees to furnish the services/equipment in accordance with the solicitation requirements; that the information provided in the offer is true, accurate and complete; and that he/she has the legal authority to commit the Offeror to a contractual agreement and intends to be bound by the offer and terms of the solicitation.

Signature* (Offeror's Authorized Representative): _____

Print Name and Title of Signer: _____

Dated this _____ day of _____ 20__

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

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|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX B EXCEPTIONS FORM | |

**APPENDIX B
INFORMAL BID 2020-131
EXCEPTIONS FORM**

OFFEROR'S NAME: _____

The County does not intent to make changes to the terms and conditions of the solicitation, unless necessary to clarify the scope of work and technical requirements. Failure to accept the terms and conditions may result in a submittal being deemed nonresponsive. Offerors shall identify all exceptions and deviations taken to any terms, conditions, and specifications of the solicitation and associated documents and they must be clearly identified on the table below and returned with the submittal. Unallowable or questionable exception or deviation may cause a submittal to be non-responsive. Exceptions noted elsewhere in a submittal and not specified on this form will be considered void, and may disqualify, the submittal. All cells within a row must be completed for each exception and deviation. *(attach additional pages if needed)*

IDENTIFY AND DESCRIBE ALL EXCEPTIONS AND DEVIATIONS *(check one)*

| | |
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| <input type="checkbox"/> | Offeror is not requesting exceptions to the solicitation and associated documents. |
| <input type="checkbox"/> | Offeror requests the exceptions identified below: |

| Section #, Page # | Describe Exception and Reason | Describe Proposed Deviation and Resolution | Price/Schedule Impact |
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**INFORMAL BID
2020-131**

**APPENDIX B
EXCEPTIONS FORM**

**KITSAP COUNTY
PURCHASING OFFICE**
614 Division St., MS-7
Port Orchard, WA 98366


| Section #, Page # | Describe Exception and Reason | Describe Proposed Deviation and Resolution | Price/Schedule Impact |
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Signature* (Offeror's Authorized Representative): _____

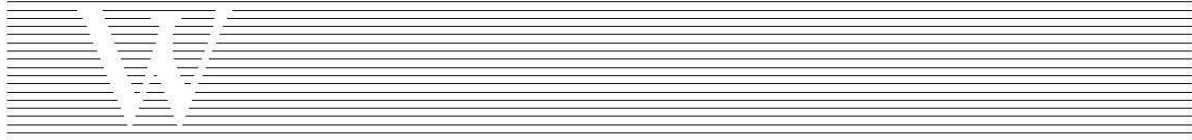
Print Name and Title of Signer: _____

Dated this _____ day of _____ 20____

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

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|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX C LEAK INVESTIGATION SUMMARY | |

**APPENDIX C
INFORMAL BID 2020-131
LEAK INVESTIGATION SUMMARY**




W E T H E R H O L T A N D A S S O C I A T E S , I N C .

KITSAP COUNTY PUBLIC WORKS ANNEX LEAK INVESTIGATION



for

Kitsap County Public Works
 614 Division Street MS-26
 Port Orchard, Washington 98366-4699

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|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX C LEAK INVESTIGATION SUMMARY | |

*Leak Investigation
Public Works Annex
Kitsap County Public Works*

Public Work Annex

Per the Kitsap County Assessor’s website, the building was constructed in 2004. The structure is comprised of metal panel cladding and a standing seam metal panel roof over a slope of 2-inches per foot. Panels are secured to the substrate using concealed clip fasteners. The roof slopes to an eave edge along the southeast perimeter, drained via an externally hung gutter containing substantial foliage and debris, which should be removed to promote drainage. It was indicated the roof is the age of the building, making the roof system approximately 15-years old.


Water intrusion was reported in Office 228 at the southwest eave edge. In a phone discussion with the office occupant, it was indicated water intrusion occurred approximately 10-years prior to this site visit. Repairs administered at the time of initial water intrusion temporarily mitigated water entry until December 2018, when a ceiling tile along the eave edge collapsed as a result of reported water intrusion. The displaced ceiling tile was reviewed from the interior, which exposed fiberglass batt insulation with a laminated facer, installed under the roof deck. A relief cut in the facer, above the displaced ceiling, appeared to be administered where water had pooled on the facer.

The metal panel roof, mechanically seamed, is installed in 2-spans running the length of the roof. The traverse seams in the spans, set at approximately 6-inches, are secured using gasketed fasteners. 14-panel runs, extending in from the north rake edge of the upper roof, are addressed with a combination of self-adhered membrane/tape and liquid resin, at the traverse seams and at the rake edge metal closure to metal panel interface. The liquid resin was blistering, peeling, and partially detached in several locations, likely a result of inadequate preparation of the metal substrate prior to application. Blisters contained encapsulated water, indicative of a failed repair.

At the ridge, z-closures are installed secured to the panels, with ridge metal installed secured to the z-closures. Attempts to provide a weather tight closure consist of application of reinforced liquid flashing membrane over the z-closures, upslope of Office 228. Multiple voids in the liquid flashing permit water to bypass the z-closures and liquid flashing membrane, during times of wind-driven rain, as evidenced by encapsulated water observed in the liquid flashing.

Substantial foliage and organic debris collected along the ridge indicates prevailing wind direction, lending evidence to water intrusion sources along the ridge area.

The remainder of the upper metal panel roof displayed a number of susceptible through roof penetrations that should be addressed. These include cables through the roof addressed with topically applied sealant, detached plumbing pipes, and surface mounted units displaying deteriorated sealant.

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|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX C LEAK INVESTIGATION SUMMARY | |

*Leak Investigation
Public Works Annex
Kitsap County Public Works*

Discussion

Water intrusion into Office 228 is a result of poorly applied liquid resin, at the ridge and spans in the metal panel roof system. The primary source for water entry appears to be at the ridge, where voids in the reinforced liquid flashing resin are permitting water to migrate beyond the z-closures, during times of wind-driven rain. Water likely travels beyond the panels on the underlayment, until reaching an entry point at panel clip fastener locations. Water likely travels along the facer until reaching the eave edge where water collection overwhelms the facer.

The liquid flashing membrane should be removed at the ridge, sealant applied at the z-closures to eliminate voids, and new reinforced liquid flashing membrane applied, extending over the z-closures and onto the vertical standing seams of the panels, to prevent water intrusion by way of wind-driven rain. Applying liquid flashing to a metal substrate may involve abrading the metal panels, priming, and other factors to provide a suitable substrate for application. The selected manufacturers installation instructions should be followed.

Repairs, at traverse seams in the metal panels and laps at the rake edge, are due for renewal. The application of unreinforced liquid resin at the seams should be removed, the substrate properly prepared, and application of a fabric reinforced liquid flashing membrane applied. Applying liquid flashing to a metal substrate may involve abrading the metal panels, priming, and other factors, to provide a suitable substrate for application. The selected manufacturers installation instructions should be followed.

Due to normal expansion and contraction of metal panels, as part of normal thermal movement, liquid flashing membrane applications should be reviewed, as part of annual maintenance and renewed as necessary.


Susceptible through roof penetrations should be addressed, at time of repairs, to prevent future water intrusion at other office locations not currently exhibiting signs of water entry.

Note to Owner

In review of the interior office spaces, it was indicated that insect infestation into the offices along the southeast eave edge has been an ongoing issue. In review of the metal cladding below the southeast soffit, multiple points for insect entry were noted. These items are noted in the photograph section of this report.

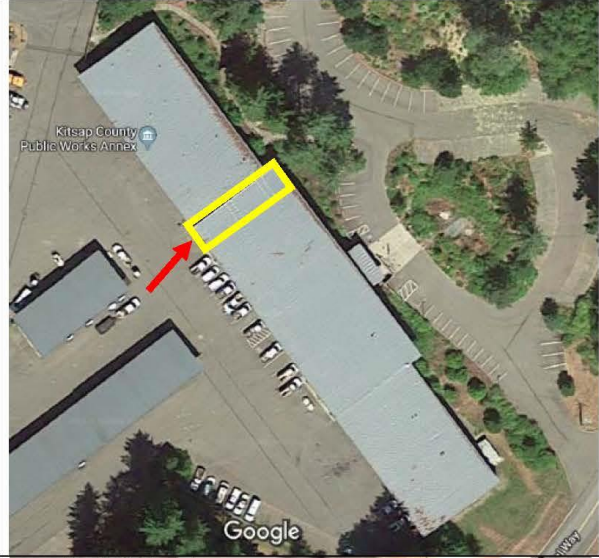

Enclosed are photographs and notes taken during our site visit for your review. These photographs and notes may provide additional information to that discussed above and should be considered as part of this report.


We trust the above discussion has been of assistance. If you have any questions, or if we may be of further service, please do not hesitate to call.

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|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX C LEAK INVESTIGATION SUMMARY | |




*Leak Investigation
Public Works Annex*


Kitsap County Public Works

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|  | <p>Photograph #19:</p> <p>Overhead view of the roof at the Public Works Annex building in Bremerton, Washington.</p> <p>The red arrow indicates approximate location of Office 228, where reported water intrusion occurs.</p> <p>The yellow outline indicates approximate area of metal panels addressed with attempted repairs, following the initial water intrusion reported 10-years prior to this site visit.</p> |
|  | <p>Photograph #20:</p> <p>View of damaged ceiling tile in Office 228 at the eave edge.</p> |




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|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX C LEAK INVESTIGATION SUMMARY | |


*Leak Investigation
Public Works Annex
Kitsap County Public Works*

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|  | <p>Photograph #21:</p> <p>Insulation with a facer is installed below the metal panel roof. The cut in the facer appears manmade, likely to relieve pooling water on the facer.</p> |
|  | <p>Photograph #22:</p> <p>View looking upslope to the northeast, as viewed from the southwest eave edge. Note the previous repairs to the rake edge and at the traverse seams, at the noted 14-panels in from the north rake edge.</p> |
|  | <p>Photograph #23:</p> <p>Closer view of liquid resin application at the traverse seams in the metal panel system.</p> |




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|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX C LEAK INVESTIGATION SUMMARY | |


*Leak Investigation
Public Works Annex
Kitsap County Public Works*

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|  | <p>Photograph #24:</p> <p>Peeling liquid resin is indicative of failure and may be the result of inadequate substrate preparation at time of application.</p> |
|  | <p>Photograph #25:</p> <p>Additional view of peeling liquid resin, likely permitting water to bypass the patch repair.</p> |
|  | <p>Photograph #26:</p> <p>Blisters in the liquid resin.</p> |




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|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX C LEAK INVESTIGATION SUMMARY | |


*Leak Investigation
Public Works Annex
Kitsap County Public Works*

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|  | <p>Photograph #27:</p> <p>Additional view of blistering liquid resin, at patch repairs applied at the metal panel traverse seam.</p> |
|  | <p>Photograph #28:</p> <p>Organic debris collecting at the northeast ridge lends evidence to prevailing wind directions.</p> |
|  | <p>Photograph #29:</p> <p>Additional view of debris collected at the northeast ridge.</p> |




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|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX C LEAK INVESTIGATION SUMMARY | |


*Leak Investigation
Public Works Annex
Kitsap County Public Works*

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|  | <p>Photograph #30:</p> <p>Ridge above Office 228, where water intrusion was reported.</p> <p>Reinforced liquid flashing is applied at the z-closures.</p> |
|  | <p>Photograph #31:</p> <p>View of a z-closure (yellow arrow) addressed with liquid flashing (red arrow).</p> <p>Liquid flashing lacks a continuous seal around the z-closure, resulting in entry points for water to migrate beyond the closure, during times of wind-driven rain.</p> |
|  | <p>Photograph #32:</p> <p>When pressure was applied to the liquid flashing at the ridge, water exited the flashing membrane, indicating a failure in the repair.</p> <p>Flashing should be removed, continuous sealant applied around the z-closure, and new reinforced liquid flashing applied.</p> |




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|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX C LEAK INVESTIGATION SUMMARY | |


*Leak Investigation
Public Works Annex
Kitsap County Public Works*

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|  | <p>Photograph #33:</p> <p>Cables penetrating the metal panel roof should receive proper penetration flashings, to provide a watertight seal.</p> |
|  | <p>Photograph #34:</p> <p>Surface mounted units require renewed sealant, to prevent water entry at interior office spaces not currently exhibiting leak conditions.</p> |
|  | <p>Photograph #35:</p> <p>A broken plumbing pipe penetration requires repair, to prevent water entry.</p> |

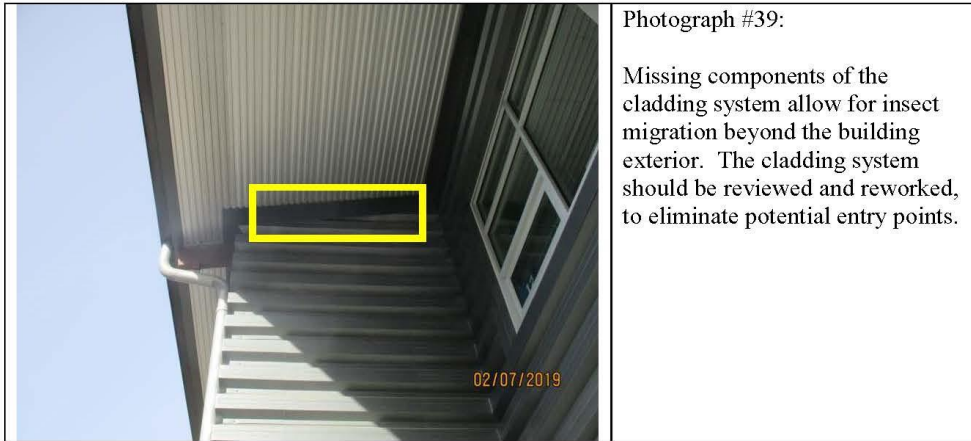
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|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX C LEAK INVESTIGATION SUMMARY | |

*Leak Investigation
Public Works Annex
Kitsap County Public Works*


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|  | <p>Photograph #36: INSECT INFESTATION</p> <p>Structural beams running parallel with the roof slope contain multiple areas of potential insect entry. The yellow arrow indicates a termination of the metal panel cladding that lacks a foam closure, likely permitting insect entry.</p> |
|  | <p>Photograph #37:</p> <p>View of metal panel cladding termination noted in above photo, where foam closures should be installed to deter insect entry.</p> |
|  | <p>Photograph #38:</p> <p>Metal flashing around structural beams should be sealed, to prevent insect entry.</p> |

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|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX C LEAK INVESTIGATION SUMMARY | |

*Leak Investigation
Public Works Annex
Kitsap County Public Works*



End of Report

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|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX D MANDATORY SITE VISIT DIRECTIONS | |

**APPENDIX D
INFORMAL BID 2020-131
MANDATORY SITE VISIT DIRECTIONS**

The Randy W. Casteel Public Works Annex (the Annex) is located at 8600 SW Imperial Way, Bremerton, Washington 98312, inside the Olympic View Industrial Park. Directions are provided below.

Personal protective equipment (PPE), including hard hat, safety vest, and closed-toe shoes, will be required for individuals planning to access the roof. Persons accessing the roof should plan to provide their own PPE.

Directions from the North (Silverdale/Bremerton):

Take Highway 3 South into Gorst. Exit right onto Highway 3 South towards Belfair/Shelton. As you approach the Bremerton National Airport, take Exit 28 at SW Barney White Road and enter the Olympic View Industrial Park. At the four-way stop, continue straight through the intersection and follow SW Barney White Road to the next intersection with SW Imperial Way. The Annex is located on the southwest corner of the intersection.

Directions from the South (Tacoma/Gig Harbor):


Take Highway 16 West towards Bremerton/Port Orchard. As you enter Gorst, exit left onto Highway 3 South towards Belfair/Shelton. Follow the exit towards the stop light and turn left onto Highway 3 South. Continue on Highway 3 South towards Belfair. As you approach the Bremerton National Airport, take Exit 28 at SW Barney White Road and enter the Olympic View Industrial Park. At the four-way stop, continue straight through the intersection and follow SW Barney White Road to the next intersection with SW Imperial Way. The Annex is located on the southwest corner of the intersection.

Directions from the East (Shelton/Belfair):

Take Highway 3 North towards Bremerton/Port Orchard. As you approach the Bremerton National Airport, make a left at the light for SW Imperial Way and enter the Olympic View Industrial Park. At the four-way stop, go left onto SW Barney White Road and follow SW Barney White Road to the next intersection with SW Imperial Way. The Annex is located on the southwest corner of the intersection.

Directions from the Seattle/Bremerton Ferry Terminal:

Follow the ferry traffic south onto Burwell Street (State Route 304 N). As you emerge from the tunnel, continue on South 304 for approximately 1.5 miles through several traffic lights. Turn left onto N Callow Ave (State Route 304 S) and continue to Highway 3 South toward Belfair/Shelton. As you enter Gorst, exit RIGHT onto Highway 3 South toward Belfair/Shelton. As you approach the Bremerton National Airport, take Exit 28 at SW Barney White Road and enter the Olympic View Industrial Park. At the four-way stop, continue straight through the intersection and follow SW Barney White Road to the next intersection with SW Imperial Way. The Annex is located on the southwest corner of the intersection.

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|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX E SOLICITATION BID FORM | |

**APPENDIX E
INFORMAL BID 2020-131
SOLICITATION BID FORM**

The undersigned Offeror proposes to provide Kitsap County with all labor, equipment, and materials to recommend and perform roof repair services at the Randy W. Casteel Public Works Annex Building.

| ITEM | Water Intrusion Repairs Only | Water Intrusion and Insect Infestation Repairs |
|---|------------------------------|--|
| Labor, equipment, and materials, include preparatory work and project cleanup | \$ | \$ |
| Debris and Waste Disposal Costs | \$ | \$ |
| Other Expenses | \$ | \$ |
| Sales Tax (9.0%) | \$ | \$ |
| Project Total (including sales tax) | \$ | \$ |

This solicitation is made in accordance with the published Project Description and warrants, receipt of which is hereby acknowledged, and is offered in accordance with Invitation for Bid authority by the Kitsap County Purchasing Office.

Offeror

Contact Person

Company Name (Print)

Name (Print)

Company Address

Signature of Authorized Representative*

City, State Zip Code

Title

Phone


Email

Fax

Date

Company Tax ID Number

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

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|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX F CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES | |

**APPENDIX F
INFORMAL BID 2020-131
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES**

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (September 1 2020), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Company Name:

Check One:

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Other: _____ |

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

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

Signature of Authorized Representative*


Name (Print)

Date

Title

City, State

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

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|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX G DRAFT CONTRACT | |

**APPENDIX G
INFORMAL BID 2020-131
DRAFT CONTRACT**

**CONTRACT NO. [Contract Number]
SMALL WORKS ROSTER PUBLIC WORKS CONTRACT**

THIS CONTRACT is entered into in duplicate originals between Kitsap County, a Washington State political subdivision, having its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter called the "County," and [Contractor Name] a [Contractor Type] located at [Contractor Addr] hereinafter called the "Contractor."

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

SECTION 1. DURATION OF CONTRACT


The term of this Contract shall commence upon the effective date set forth below. The Contractor shall substantially complete all work required under this Contract within a period of ninety (90) working days from the Start Date stated in the written Notice to Proceed referenced in Section 7. Final completion and closeout of this Contract shall occur thirty (30) working days after timely substantial completion, except as provided in Section 6 below. Time is of the essence in the performance of this Contract.

SECTION 2. DESCRIPTION OF THE WORK

- a. The Contractor shall do all work necessary to complete Roofing Repair Services at the Kitsap County Randy W. Casteel Public Works Annex Building in accordance with the Scope of Work, attached hereto as Attachment "A" and made a part hereof by this reference.
- b. The Contractor shall do all work and furnish and pay for all materials, equipment, and labor in accordance with the attached Project Documents, including, but not limited to any drawings, specifications, and any addenda thereto, all terms and conditions in the Call for Proposals for Small Works and any Instructions to Proposals, and the Contractor's proposal. A list of documents considered to be Project Documents is attached hereto as Attachment "B," which Project Documents are made part hereof and incorporated by this reference. Further, the Contractor shall perform any alterations in or additions to the work covered by this Contract, and any extra work which may be ordered as provided for in this Contract if requested to do so by the County pursuant to Section 11.
- c. The Contractor, and any persons employed by the Contractor, shall use its best efforts to perform the services rendered under this Contract in a professional manner and in accordance with the usual and customary practice, professional care and standard industry practice required for services of the type described in this Contract.
- d. The Contractor shall complete its work required under this Contract in a timely manner and in accordance with the schedule agreed to by the parties.
- e. From time to time during the progress of the work hereunder, the Contractor shall confer with the County. The Contractor shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

SECTION 3. CONTRACT AMOUNT

The County hereby agrees to pay the Contractor in the amount of \$[Contract Amount], according to the Contractor's proposal (including accepted alternates), at the time and manner and upon the conditions provided for in this Contract.


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|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX G DRAFT CONTRACT | |

SECTION 4. PREVAILING WAGE

- a. Pursuant to RCW Chapter 39.12 and WAC 296-127, the Contractor shall pay not less than the prevailing rate of per diem wages to its employees and provide documentation to the County of its compliance with prevailing wage laws and regulations. A copy of such prevailing rates of per diem wages shall be posted by the Contractor at the work site.
- b. For contracts greater than \$2,500, a "Statement of Intent to Pay Prevailing Wages" (hereinafter "Statement of Intent") must be submitted to and approved by the State Department of Labor and Industries prior to beginning work by the Contractor. If the Contract is more than \$10,000, the Statement of Intent shall include the Contractor's registration number, the prevailing wage for each classification of workers, and an estimate of the number of workers in each classification. An 'Affidavit of Wages Paid' must be submitted to and approved by the State Department of Labor and Industries by the Contractor prior to release of the retained percentage. Copies of these documents shall be provided to the County prior to any payment being made to the Contractor. The fee for each of these documents shall be paid by the Contractor.
- c. For contracts \$2,500 or less, the Contractor may submit the Statement of Intent to the County directly without the approval by the Washington State Department of Labor & Industries. Upon final acceptance of the work, the Contractor shall submit an "Affidavit of Wages Paid" to the County. Once it is received, the County may pay the Contractor in full including those funds the County would otherwise retain under RCW Chapter 60.28.

SECTION 5. PAYMENT

- a. At monthly intervals, unless determined otherwise by the County, the Contractor shall submit to the County an invoice or billing statement. Within thirty (30) calendar days of receiving an invoice or billing statement, the County shall pay ninety-five (95) percent of the invoice if such invoice or statement is acceptable to the County. Five (5) percent of the invoice or statement amount shall be retained in accordance with RCW Chapter 60-28. No invoice or billing statement will be paid until all schedules for the previous month have been met and other documentation required by the Project Documents have been submitted. If the Contractor has signed a letter of acceptance of fifty (50) percent payment in lieu of Performance and Payment Bond, each and every progress payment will be reduced accordingly by fifty (50) percent.
- b. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten (10) working days following notice from the County, then, in its sole discretion and upon written notice to the Contractor, the County may withhold any and all monies due and payable to the Contractor without penalty until such failure to perform is cured or otherwise adjudicated.
- c. Unless otherwise provided for in this Contract or any of the Project Documents, the Contractor will not be paid for any billings or invoices presented for payment prior to the execution of this Contract and the Notice to Proceed or for work performed after the Contract's termination.
- d. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract or the Project Documents.

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|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX G DRAFT CONTRACT | |

SECTION 6. PERFORMANCE AND PAYMENT BOND AND RETAINED PERCENTAGE

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

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

- b. In accordance with RCW Chapter 60.28, the County shall release any retained percentage withheld in the manner set forth in Section 5a., if after sixty (60) calendar days of final completion and acceptance of all contract work, no liens or claims are filed against the project, and after receipt of the Department of Revenue's Certificate designating taxes due or to become due are discharged and receipt by the County of an "Affidavit of Wages Paid." For contracts \$2,500 or less, the County may release the retained percentage prior to the expiration of the sixty-day waiting period if the Contractor has completed all work and provided the County with an "Affidavit Of Wages Paid" as provided in Section 4.c. herein.
- c. Neither the County nor the County's Representative shall have an obligation to pay or ensure the payment of money to any subcontractor except as may otherwise be required by law.

SECTION 7. NOTICE TO PROCEED


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

SECTION 8. CONTRACT REPRESENTATIVES

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

County's Contract Representative

Name: Rick Gilbert
 Title: Moderate Risk Waste Program Analyst
 Address: 614 Division Street, MS-27, Port Orchard, Washington 98366
 Phone: 360.337.5692
 Email: rgilbert@co.kitsap.wa.us

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|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX G DRAFT CONTRACT | |


Contractor's Contract Representative

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

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

SECTION 9. HOLD HARMLESS AND INDEMNIFICATION

- a. The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including, but not limited to, reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the performance of the work rendered under this contract by the Contractor, its employees, agents, or subcontractors or anyone for whose acts any of them may be liable; provided, however, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents; and provided further, that in the event of the concurrent negligence of the parties, the Contractor's obligations hereunder shall apply only to the percentage of fault attributable to the Contractor, its employees, agents, or subcontractors.
- b. In any and all claims against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder.
- c. The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

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|---|--------------------------------------|--|
|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX G DRAFT CONTRACT | |

SECTION 10. INSURANCE

- a. Workers' Compensation and Employer's Liability. The Contractor shall maintain workers' compensation insurance as required by Title 51 RCW (Industrial Insurance) and shall provide evidence of coverage to the Kitsap County Risk Management Division. If the Contract is over \$50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than \$1,000,000.
- b. Commercial General Liability("CGL"). The Contractor shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than \$1,000,000 per loss. The general aggregate limit shall apply separately to this Contract and shall be not less than \$2,000,000.


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

- c. Automobile Liability: *(Check one of the following options):*

- Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.
- Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.
- Not less than \$100,000 per occurrence and \$300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.

- d. Other Insurance Provisions:


- (1) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
- (2) If applicable, the Contractor's Commercial General Liability insurance and Automobile Liability insurance shall include the County, its officers, officials, employees and agents with respect to performance of work under this Contract.
- (3) If applicable, the Contractor's Commercial General Liability insurance and Automobile Liability insurance shall contain no special limitations on the scope of protection afforded to the County as an additional insured.
- (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.
- (5) The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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|---|--------------------------------------|--|
|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX G DRAFT CONTRACT | |

- (6) 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.
 - (7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
 - (8) The Contractor shall maintain all required policies in force from the time work commences until work is completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
- e. Verification of Coverage and Acceptability of Insurers: The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- (1) The Contractor shall furnish the County with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section within ten (10) calendar days after the effective date of the contract. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled, allowed to expire, on thirty (30) calendar days prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes shall be altered so as not to negate the intent of this provision.
 - (2) The Contractor shall furnish the County with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.
 - (3) Certificates of Insurance shall show the Certificate Holder as Kitsap County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
 - (4) The Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Kitsap County that Contractor is currently paying Workers Compensation.
 - (5) Written notice of cancellation or change shall be mailed to the County at the following address: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, WA 98366.
 - (6) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Kitsap County Risk Manager.

SECTION 11. CHANGES IN WORK

- a. The County may, at any time, without notice to the Contractor's surety, order additions, deletions, revisions, or other changes in the work. The Contractor agrees to fully perform any such changes in the work. The Contractor shall proceed with the work upon receiving a written change order approved by the County, or an oral order from the County before actually receiving the written change order. All such changes in the work shall be incorporated into the Contract documents through the execution of change orders. If any change hereunder causes

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|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX G DRAFT CONTRACT | |

an increase or decrease in the Contractor's cost of, or time required for, the performance or any part of the work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly. Change Orders shall not be used to materially alter the Scope of Work.


- b. If the Contractor intends to assert a claim for an equitable adjustment hereunder, it shall within ten (10) days after receipt of a written change order from the County, submit to the County a written statement setting forth the general nature and monetary extent of such claim. The Contractor shall supply such supporting documents and analysis for the claims as the County may require in order to determine if the claims and costs have merit. No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.
- c. If the County and the Contractor are unable to reach agreement on the terms of any change to the work, the Contractor shall pursue resolution of the disagreement pursuant to Section 18.

SECTION 12. TERMINATION

- a. The County may terminate this Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate this Contract upon giving ten (10) calendar days written notice by Certified Mail to the Contractor. In that event, the County shall pay the Contractor for all cost incurred by the Contractor in performing the Contract up to the date of such notice. Payment shall be made in accordance with Sections 5 and 6 of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the County may summarily terminate this Contract notwithstanding any other termination provision of this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the County to the Contractor. After the effective date, no charges incurred under this Contract are allowable.
- c. Termination of this Contract shall not relieve the Contractor of any responsibilities under the Contract for work performed. Nor shall termination of the Contract relieve the Surety or Sureties of obligations under the Performance and Payment Bond or any Retainage Bond for work performed.
- d. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) calendar days of written notice to do so by the County, the County may terminate this Contract, in which case the County shall pay the Contractor only for the costs of work performed and accepted by the County, in accordance with Sections 5 and 6 of this Contract. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in completing the work and all damage sustained by the County by reason of the Contractor's breach.

SECTION 13. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The Contractor shall perform the terms of the contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County.

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|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX G DRAFT CONTRACT | |

- b. The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION 14. 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.

SECTION 15. INDEPENDENT CONTRACTOR

- a. The Contractor shall perform this Contract as an Independent Contractor and not as an agent, employee or servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed work in accordance with the specifications set out in this Contract and the Project Documents.
- b. The Contractor acknowledges that payment for work performed under this Contract does not include any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Kitsap County employees.
- c. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the County, unless otherwise directed by the terms of this Contract.
- d. The Contractor shall pay for all taxes, fees, licenses, or payments required by Federal, State or local law which are now or may be enacted during the term of this Contract.
- e. The Contractor agrees to immediately remove any of its employees or agents from assignment to perform work under this Contract upon receipt of a written request to do so from the County's contract representative or designee.

SECTION 16. COMPLIANCE WITH LAWS


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

SECTION 17. NONDISCRIMINATION

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

SECTION 18. DISPUTES

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

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|---|--------------------------------------|--|
|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX G DRAFT CONTRACT | |

- b. In the event the Contractor disagrees with any determination or decision of the County's Contract Representative, the Contractor shall, within fifteen (15) days of the date of such determination or decision, appeal the determination or decision in writing to the Director of the department. Such written notice or appeal shall include all documents and other information necessary to substantiate the appeal. The Director will review the appeal and transmit a decision in writing to the Contractor within thirty (30) days from the date of receipt of the appeal. Failure of the Contractor to appeal the decision or determination of the County's Contract Representative within said fifteen (15) day period will constitute a waiver of the Contractor's right to thereafter assert any claim resulting from such determination or decision. Appeal to the Director shall be a condition precedent to litigation hereunder.
- c. Absent agreement to alternative dispute resolution, all claims, counterclaims, disputes and other matters in question between the County and the Contractor that are not resolved between the County's Contract Representative and the Contractor will be decided in the Superior Court of Kitsap County, Washington.
- d. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the County's Contract Representative. Failure to comply with the time deadlines set out in this section as to any claim shall operate as a release of that claim and a presumption of prejudice to the County.

SECTION 19. CHOICE OF LAW, JURISDICTION, AND VENUE


- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.

SECTION 20. SUCCESSORS AND ASSIGNS

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

SECTION 21. 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.

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|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX G DRAFT CONTRACT | |

SECTION 22. ENTIRE AGREEMENT

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

SECTION 23. MODIFICATION

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

SECTION 24. 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 8. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

SECTION 25. INSPECTION

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

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

Dated this ____ day of _____, 2020

Dated this ____ day of _____, 2020

CONTRACTOR NAME

KITSAP COUNTY, WASHINGTON


Signature

SIGNATORY NAME
SIGNATORY TITLE


Print Name

Title

Approved as to form by the Prosecutor's Office

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|---|--------------------------------------|--|
|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX G DRAFT CONTRACT | |

**ATTACHMENT A
SCOPE OF WORK**

| | | |
|---|--------------------------------------|--|
|  | INFORMAL BID 2020-131 | KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 |
| | APPENDIX G DRAFT CONTRACT | |

**ATTACHMENT B
PROJECT DOCUMENTS**