

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners

FROM: Shawn Fredrick, Central Services Director

DATE: January 6, 2025

RE: Animal shelter Modification

STATEMENT OF ISSUE: This Contract is Replacing and extending timeline of Previous Professional Services Agreement. The animal shelter needs repairs. This contract will replace the rotten front siding, leaking windows and canopy.

ANALYSIS: This Construction contract replaces an expired Professional Services agreement and incorporates a change from the original scope of work.

FISCAL IMPACT:

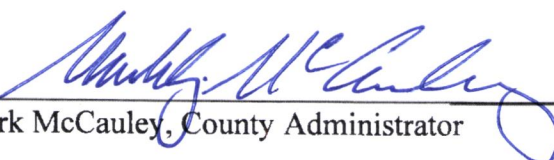
Original Contract \$ 40,665.60
Change Order \$ 7,133.00
New Contract Total \$ 47,798.60

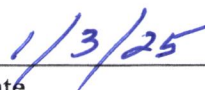
\$65,000.00 is approved from Construction Renovation Fund # 301 budget

RECOMMENDATION

Approve and sign the attached contract allowing a facelift to the Animal Shelter.

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Westsound Construction

Contract No: 30120546

Contract For: Animal Shelter Improvement

Term: 2024-2025

COUNTY DEPARTMENT: Central Services
Contact Person: Matthew Court
Contact Phone: 3605311591
Contact email: mcourt@co.jefferson.wa.us

AMOUNT: 47,798.60

Revenue:

Expenditure: 47,798.60

Matching Funds Required:

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

PROCESS:

☐ Exempt from Bid Process
☐ Cooperative Purchase
☐ Competitive Sealed Bid
☒ Small Works Roster
☐ Vendor List Bid
☐ RFP or RFQ
☐ Other:

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 12/26/2024.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 1/2/2025.

Drafted in consultation with PAO. Thank you for making the changes.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

**CONSTRUCTION CONTRACT
JEFFERSON COUNTY, WASHINGTON**

This Construction Contract (this Agreement), is entered into between the County of Jefferson, a municipal corporation (the County), Northwest Controls Contractors LLC (Contractor), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. Contractor is retained by the county to perform the following Project: **Replacing I\DO plywood siding & vapor barrier, with new vapor barrier and Hardie Plank HZIO 8.25 in X 144" Primed Cedannill Fiber Cement Lap siding; replace six (6) existing windows six (6) Andersen 35-1/2 in. X 59-1/2 in 100 Series Black Single-Hung Composite window with Black Int., SmartSun Glass and automatic locking window when closes. The contractor will do a design build for the required window framing; replacing the existing canopy with a wooden post and beam 6- foot gable entry, with a 4/12 pitch, roofing shingles to be Owens Corning 40-year Oakridge Estate Gray Algae Resistant Laminate Architectural Roofing, design build for tie in of new canopy to the building; Hardie Plank siding to be painted using Sherwin-Williams Exterior Duration Satin. Site address -112 Critter Ln, Port Townsend, WA 98368**

**Original Contract \$ 40,665.60
Change Order \$ 7,133.00
New Contract Total \$ 47,798.60**

Change Order Description

- Replace unforeseen rot of structural members
 - Install sub-sheathing that appeared on engineering but was not actually present in wall
2. Effective Date. The effective date of this Agreement is the day that the last party signs this Agreement.
 3. Notice to Proceed. The work described in the Scope of Work below shall begin not later than 5 days after a Notice to Proceed is issued by the County. A Notice to Proceed may be issued by the County for separate phases of the work, as described in the Scope of Services below.
 4. Scope of Work. Contractor shall perform all the work identified on the attached Exhibit F. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to furnish the goods, equipment and services described and to furnish the same according to the attached specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the condition provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work provided for in this contract that may be ordered and to pay for the same under the terms of this contract and the attached specifications at the time and in the manner and upon the conditions provided for in this contract. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work required

in this Agreement and every part thereof. The Contractor shall complete the described work not later than 90 days after the Notice to Proceed is issued by the County.

5. Agreement to Full Performance. The Contractor for himself, and for his heirs, executor, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
6. Prevailing Wage Requirement. All work shall be performed under Washington State prevailing wage requirements utilizing prevailing wage publication date of **6-3-2024**.
7. Payment. For the total sum of Fifty nine thousand one hundred dollars and sixty two cents (**\$47,798.60**), Contractor shall bear the expense of all equipment, work and labor of any sort that may be required to transfer materials and for constructing and completing the work identified on the attached Exhibit F and every part of that work. Contractor shall perform any alteration in or addition to the work provided in this Agreement and every part of it. Billing amounts shall be for actual work performed and materials purchased and installed.
8. Changes to Scope of Work. If after execution of this Agreement, changes to the scope of work required in Exhibit F are authorized only by written a change order from the Project Manager on behalf of the County. No change order will be approved by the Project Manager under this Agreement that adds cumulatively more than ten percent (10%) to the total compensation due to Contractor under the original payment amount. Any change order or change orders that would add cumulatively over ten percent (10%) to the originally agreed-upon total compensation due to Contractor shall require a separate written amendment to the Agreement to be executed by the County and Contractor.
9. Ownership and Use of Documents. All non-confidential or de-identified documents, drawings, specifications, and other materials produced by Contractor in connection with the work under this Agreement shall be the property of the County whether the project for which they are made is executed or not. Contractor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use with Contractor's endeavors. Contractor shall not be held liable for reuse of documents or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.
10. Compliance with laws. Contractor shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.
11. Indemnification. Contractor shall indemnify and hold harmless the County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), from and against all claims, losses or liability, or any portion thereof, including reasonable attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Contractor's own employees, or damage to property occasioned by a negligent act, omission or failure of Contractor. Contractor shall be liable only for Contractor's proportional negligence. Claims against the County for which the Contractor shall indemnify the County shall include, but not be limited to assertions that the use and transfer of any software, book, document, report, film, tape, or sound reproduction of material

of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or an unlawful restraint of competition. Contractor specifically assumes potential liability for actions brought against the County by Contractor's employees, including all other persons engaged in the performance of any work or service required of Contractor under this Agreement and, solely for the purpose of this indemnification and defense, Contractor specifically waives any immunity under the state industrial insurance law, Title 51 R.C.W. Contractor recognizes this waiver was specifically entered into under provisions of R.C.W. 4.24.115 and was subject of mutual negotiation. This section shall survive the expiration or termination of this Agreement.

12. Insurance. Before commencing work, Contractor shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the term of the Agreement.
- a. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with Contractor's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) non-owned automobiles.
 - b. Commercial General Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the protection provided and include the following minimum coverage:
 - i. Broad Form Property Damage, with no employee exclusion;
 - ii. Personal Injury Liability, including extended bodily injury;
 - iii. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;
 - iv. Premises – Operations Liability (M&C);
 - v. Independent Contractors and subcontractors;
 - vi. Blanket Contractual Liability;
 - vii. Employers Liability or Stop Gap Coverage.
 - c. The County shall be named as an “additional named insured” under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.

- d. Such insurance coverage shall be evidenced by one of these methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
- e. Contractor shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of coverage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of Contractor to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.
- f. Failure of Contractor to take out or maintain any required insurance shall not relieve Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations about indemnification of the County.
- g. Contractor's insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies, except for Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above-described insurance.
- h. Insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy.
- i. All deductibles in the above-described insurance policies shall be assumed by and be at the sole risk of Contractor.
- j. Any deductibles or self-insured retention shall be declared to and approved by the County before the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- k. Insurance companies issuing Contractor's insurance policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of insurance policy.
- l. Any judgments for which the County may be liable, over insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to Contractor until Contractor shall furnish additional security covering such judgment as determined by the County.

- m. Any coverage for third party liability claims provided to the County by a "Risk Pool" created under Ch. 48.62 RCW shall be non-contributory regarding any policy of insurance Contractor must provide to comply with this Agreement.
- n. The County may, upon Contractor's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to Contractor.
- o. Contractor's liability insurance provisions shall be primary and noncontributory regarding any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.
- p. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.
- q. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except regarding the limits of the insurer's liability.
- r. Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all the requirements stated.
- s. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- t. Contractor shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide those thirty (30) days before cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the Jefferson County Risk Manager by registered mail, return receipt requested.
- u. 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-, 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.
- v. The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

13. Worker's Compensation (Industrial Insurance).

- a. If and only if Contractor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of Contractor, Contractor shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Public Health, upon request.

- b. Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws.
 - c. This coverage shall extend to any subcontractor without their own worker's compensation and employer's liability insurance.
 - d. Contractor expressly waives by mutual negotiation all immunity and limitations on liability, regarding the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise apply in the case of such claim.
 - e. If the County incurs any costs to enforce this subsection, all cost and fees shall be recoverable from Contractor.
14. Independent Contractor. Contractor and the County agree that Contractor is an independent contractor regarding the services provided under this Agreement. Contractor specifically has the right to direct and control Contractor's own activities, and the activities of its subcontractors, employees, agents, and representatives, in providing the agreed services under the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees. The County shall not withhold or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer regarding Contractor, or any employee of Contractor.
15. Subcontracting Requirements.
- a. Contractor is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of this Agreement. Contractor assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor.
 - b. Every subcontractor must agree in writing to follow every term of this Agreement. Contractor must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The Public Health Director or their designee must approve any proposed subcontractors in writing.
 - c. Any dispute arising between Contractor and any subcontractors or between subcontractors must be resolved without involvement of any kind by the County and without detrimental impact on Contractor's performance required by this Agreement.
16. Covenant Against Contingent Fees. Contractor warrants he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person,

other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County may annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

17. No Harassment or Discrimination. Any form of harassment, discrimination, or improper fraternization with any County employee is strictly prohibited. Contractor, regarding the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, sexual orientation, material status, sex, or any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
18. Safety Consideration. While performing under this Agreement, the Contractor shall be responsible for:
 - a. Compliance with all state and federal workplace safety requirements to include compliance with the County's safety directives and policies; and,
 - b. Ensuring that its employees performing services are trained in the safety procedures appropriate to assigned work.
19. No Assignment. Contractor shall not sublet or assign any of the work covered by this Agreement without the express written consent of the County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.
20. Non-Waiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
21. Termination.
 - a. The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to Contractor.
 - b. In the event of the death of a member, partner, or officer of Contractor, or any of its supervisory personnel assigned to the project, the surviving members of Contractor agree to complete the work under the terms of this Agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this Agreement between surviving members of Contractor and the County, if the County so chooses.
 - c. The County reserves the right to terminate this contract in whole or in part, with 10 days' notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited after the effective date of this agreement. In the event of termination under this clause, the County shall be liable for only payment for services rendered before the effective date of termination.
22. Notices. All notices or other communications which any party desires or must give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile,

email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to the County shall be sent to the following address:

Jefferson County Risk Management
P.O. Box 1220
Port Townsend, WA 98368

Notices to Contractor shall be sent to the following address:

West Sound Company General Contractors PO Box 1587
Poulsbo, WA 98371
360-779-3335

23. Integrated Agreement. This Agreement together with attachments or addenda represents the entire and integrated Agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No representation or promise not contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. Contractor ratifies and adopts all statements, representations, warranties, covenants, and agreements in its proposal, and the supporting material submitted by Contractor, accepts this Agreement and agrees to the terms and conditions of this Agreement.
24. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Contractor.
25. Ownership and Use of Documents. All documents, drawings, specifications and other materials produced by the Contractor with performance under this Agreement shall be the property of the County whether the project for which they are made is executed or not. The Contractor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use with Contractor's endeavors.
26. Disputes. The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved under this Agreement shall be submitted in writing within 10 days to the County Risk Manager, whose decision shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall pay for its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court under the laws of the State of Washington. Contractor consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.

27. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the sections or this Agreement.
28. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
29. No Oral Waiver. No term or provision of this Agreement will be waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
30. Order of Precedence. If there is an inconsistency in this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order: (a) Applicable state statutes and rules; (b) local laws and rules; and, (c) case law.
31. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
32. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
33. No Assignment. Contractor shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.
34. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
35. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each party and this Agreement shall have the same force and effect as if all the parties had signed the original. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.
36. Survival. Those provisions of this Agreement that by their sense and purpose should survive the term of this Agreement shall survive the term of this Agreement. Without limiting the generality of the preceding sentence, and for the avoidance of doubt, the provisions that survive the term of this agreement include: (a) controlling law; (b) insurance; and, (c) indemnification.
37. Maintenance of Records.

- a. Each party shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either to perform this Agreement. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law.
 - b. Upon request, Contractor will submit the most recent financial audit within 30 days.
 - c. Upon request, Contractor shall allow the County to perform an onsite review of all records, statements, and documentation.
 - d. If the County finds indications of potential non-compliance during the monitoring process, the County shall notify Contractor within ten (10) days. County and Contractor shall meet to discuss areas of contention in an attempt to resolve issues.
 - e. Should any governmental agency audit the files and request information on either the Contractor or the County, the Contractor and the County agree to furnish immediately the requesting party with any records, including tax returns, relating to the services rendered under this Agreement.
 - f. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of agreement.
 - g. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
 - h. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed.
38. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
39. Arms-Length Negotiations. The parties agree this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
40. Public Records Act. Notwithstanding any other provision of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, must be kept or indexed as a public record under the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.
41. Contract Bond. Contractor shall deliver to the County an executed bond as security for the faithful performance for all the work required by this contract and for payment of all obligations of Contractor. For contracts of \$150,000 or less, the County and Contractor may

agree that in-lieu of the Contract Bond; the County will withhold 10% of the Contract amount under R.C.W 39.08.010. If applicable, Contractor will indicate this option on **Exhibit D**.

42. Contractor's Declaration of Management Option. Contractor will declare a management option of the statutory retained percentage on **Exhibit E**.

☐ **Limited Small Works Project per RCW 39.04.155(3):** Performance Bond and Retainage Waived

INDEX OF EXHIBITS

- ☐ **Exhibit A:** Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- ☐ **Exhibit B:** Certification of Compliance with Wage Payment Statutes
- ☐ **Exhibit C:** Contract Bond, Jefferson County, Washington
- ☐ **Exhibit D:** Contractor's Declaration of Option for Contracts for Less Than \$150,000
- ☐ **Exhibit E:** Contractor's Declaration of Option for Management of Statutory Retained Percentage
- ☐ **Exhibit F:** Scope of Work

(SIGNATURES FOLLOW ON THE NEXT PAGE)

JEFFERSON COUNTY WASHINGTON

CONTRACTOR

Board of County Commissioners
Jefferson County, Washington

By: _____
Heidi Eisenhour, Chair Date

By: _____
Greg Brotherton, Commissioner Date

By: _____
Heather Dudley-Nollette, Commissioner Date

SEAL:

ATTEST:

By: _____
Signature

Name: _____

Title: _____

Date: _____

Carolyn Gallaway Date
Clerk of the Board

Approved as to form only:

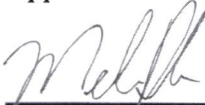
 for 01/02/2025
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

EXHIBIT A

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

Contractor certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of the offenses enumerated in paragraph (2) of this certification; and,
- (4) Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where Contractor cannot certify to the statements in this certification, such Contractor shall attach an explanation.

Name of Contractor (*Please print*)

Name and Title of Authorized Representative (*Please print*)

Signature of Authorize Representative

_____ I cannot certify to the above statement. An explanation is attached.

EXHIBIT B

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

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

The undersigned bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date _____, the bidder is not a “willful” violator, as defined in RCW 49.48.082, or 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.

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

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

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

EXHIBIT C

**CONTRACT BOND
JEFFERSON COUNTY, WASHINGTON**

KNOW ALL MEN BY THESE PRESENTS:

That _____, of _____,
as Principal, and _____, as Surety, are jointly and severally held and
bound unto the COUNTY OF JEFFERSON, the penal sum of
Dollars (\$ _____), for the payment of which we jointly and severally bind ourselves,
or heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that WHEREAS, on the ____ day of _____, A.D., 20____
_____, the said _____, Principal herein, executed a certain
contract with the County of Jefferson, by the terms, conditions and provisions of which contract the
said _____ (Principal) agrees to furnish all materials and do certain
work, to-wit: That the said Principal herein will undertake and complete the following described
work:

_____, in
Jefferson County, Washington, as per maps, plans and specifications made a part of the contract,
which contract as so executed, is attached, and is now referred to and by this reference is incorporated
herein and made a part hereof as full for all purposes as if here set forth at length.

NOW THEREFORE, if the Principal herein shall faithfully and truly observe and comply with
the terms, conditions and provisions of said contract, in all respects and shall well and truly and fully
do and perform all matters and things by the said Principal undertaken to be performed under said
contract, upon the terms proposed therein, and within the time prescribed therein, and until the same
is accepted, and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons
who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of
such work, and shall in all respects faithfully perform said contract according to law, then this
obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this ____ day of _____, 20_____.

PRINCIPAL

By: _____

SURETY COMPANY

By: _____

By: _____
Attorney-in-fact

Address of local office and agent
of surety company:

EXHIBIT D

**CONTRACTOR'S DECLARATION OF OPTION FOR
CONTRACTS FOR LESS THAN \$150,000**

- A. A Contract Bond will be provided as required.

Date _____ Signed _____

- B. In lieu of providing a Contract Bond, the County will withhold 10% of the Contract amount.

Date _____ Signed _____

EXHIBIT E

**CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT
OF STATUTORY RETAINED PERCENTAGE**

A. I hereby elect to have the retained percentage of this contract held in a fund by the Owner until (30) days following final acceptance of the work.

Date _____ Signed _____

B. I hereby elect to have the Owner deposit the retained percentage of this contract in an interest bearing account, not subject to withdrawal until after final acceptance of the work.

Date _____ Signed _____

C. I hereby elect to have the Owner invest the retained percentage of this contract from time to time as such retained percentage accrues.

I hereby designate _____ as the repository for the escrow of the funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred because of placing said retained percentage in escrow and investing it as authorized by statute. The Owner shall not be liable for any costs or fees in connection therewith.

Date _____ Signed _____

D. I hereby elect to provide a Retainage Bond under R.C.W 60.28.011.

Date _____ Signed _____

EXHIBIT F

SCOPE OF WORK AND FEE SCHEDULE

- **This bid award will contract for removing existing plywood, windows and canopy of the Jefferson County animal shelter.**
- **Replace MDO plywood siding and vapor barrier with new vapor barrier and Hardie Plank HZ10 8.25" x 144" primed Cedarmill fiber cement lap siding.**
- **Replace six (6) existing windows with six (6) Anderson 35 ½"x59 ½" 100 series black single hung composite windows with black int. Smartsun glass and automatic locking window when it closes.**
- **The contractor will do a design build for the required window framing.**
- **Replace the existing canopy with a wooden post and beam six foot gable entry, with a 4/12 pitch.**
- **Roof with Owens Corning 40 year Oakridge Estate Gray algae resistant laminate architectural roofing.**
- **Hardie Plank siding to be painted using Sherwin Williams exterior duration satin.**
- **Color of paint to be provided within 5 business days of bid award.**