C-2016-16

PEND OREILLE COUNTY INFORMATION TECHNOLOGY SERVICES DEPARTMENT

SMALL PUBLIC WORKS AGREEMENT

This Small Public Works Agreement made and entered into between Pend Oreille County, hereinafter referred to as "County" and System Tech hereinafter referred to as "Contractor". The parties mutually agree as follows.

The Contractor shall be responsible for the following:

Complete the CP-2016-001-Hall of Justice Cat6 Wiring project by June 30th, 2016 and to complete items 1, 2 and 4 as outline in the bid proposal.

The County and System Tech agrees to the following as outlined in the bid proposal:

1) Equipment, tools, and Materials necessary to complete project scope.

- Contractor will deliver to the site all necessary equipment and supplies to complete the above project without delays in between phases. Coordination with the Project Managers will be required prior to mobilization. Work to be performed in one continuous phase. Damage to existing buildings, contents, furniture, (etc.) will be at the expense of the contractor. All unforeseen contract changes to be tracked, time and material (T&M), with a total project cost not to exceed $21,000 not including tax. Changes to include: all wire fishing, conduit, mudrings, trimplates, and other like items for a complete working system. T&M must be submitted electronically daily to the project managers. Additional costs to be paid at end of project with one single change order.

2) Labor necessary to complete project scope with ceiling removed as outlined in attached schedule

- Coordination and facilitation between System Tech, project managers, and Dennis Cleavengers Construction is required.

4) Disposal of Waste Products

As defined in the project bid proposal - Option 1 Selected

Labor necessary to complete project scope with ceiling removed as outlined in attached schedule

a. **Intent:**
It is the intent of these specifications to describe the Hall of Justice Cat6 Wiring Upgrade in general detail. All materials shall conform in quality of workmanship to that which is usually provided by the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the Contractor. All materials used on this project will conform to the submitted bid proposal dated May 9, 2016.

b. **Quantities:**
The County does not bind itself to purchase the full quantities stipulated in the proposal as estimates. Payment will be made only for quantities actually ordered, delivered, and accepted, whether greater or less than the stated amounts.

c. **Project Completion:**
Work to be fully completed by June 30, 2016.

d. **Standard Warranty:**
Any materials and labor provided shall carry standard warranty coverage furnished by the manufacturer. Additionally, contractor will provide a 12 month written warranty for labor to repair or replace any defective materials or workmanship. Said warranty will be valid for 12 months from date of invoice.

e. **Regulations and Codes:**
To the extent applicable, all equipment or materials shall comply with 2012 International Building Code, Federal regulations, OSHA and WISHA requirements, to include any City of Newport safety codes. All permitting will be the responsibility of the contractor. Pend Oreille County will reimburse for any invoiced permitting necessary to complete the above project.

f. **Installation**
Contractor shall construct all components of this project to manufacturer's specifications and industry standards. All work shall be done in a professional manner, adhering to any and all regulations or permitting requirements. The contractor shall provide all necessary equipment, labor materials, and labor needed to complete the installation.

g. **Additional Materials & Labor:** Any additional materials needed to complete the installation phase of this project will be governed by specification 1-09.6, Force Account, of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction, 2014 edition. All materials will be subject to review by the County Engineer or ITS Director. It is the intent of this item to provide a firm price for any need that should arise. Scope of this item includes, but is not limited to: labor necessary to complete an unforeseen problem arising from the standard installation of the roof. Contractor shall log labor hours used and submit itemized invoice upon completion of work.

h. **Changed Conditions:** Any proposed change in this contract shall be submitted to the Pend Oreille County ITS Director for his prior approval and he will make the change by a written change order. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

i. **Invoices:** Pend Oreille County will reimburse for any permits necessary to complete this project. Permit fees will be submitted on the invoice, with a clear description of the permit.

Contractor shall mail invoices to:
Pend Oreille County
Information Technology Services
CP-2016-001-HOJ Cat6 Wiring
P.O.Box 5095
Newport, WA 99156

This project will be paid in full upon completion of all phases and acceptance of the work by the County Engineer or ITS Director. The Project Manager or Facility Supervisor will be inspecting several phases of work on this project. Before final payment is submitted, Contractor will have project completed and any noted discrepancies corrected. The County is not responsible for any liens or judgments arising from the acquisition of materials used on this project.

Additional Surcharges for fuel, delivery/hauling, hazardous material disposal, environmental fees or similar will not be allowed.

j. **Working Schedule / Days**: Work will be coordinated with the project managers and will be primarily nights, weekends and holidays. Contractor is required to provide Project Managers with a written Project Schedule before work commences.

k. **Safety and Protection of Tenants, Employees and the Public:** Contractor shall take all necessary means to protect the public and adjoining properties from injury and damage through all phases of this project. Jobsite Safety Standards will adhere to the more stringent of OSHA, WISHA or local requirements. Protection of work spaces and their contents is required.

SECTION 1. PURPOSE OF AGREEMENT. County has determined that a need exists for services as outlined in the Proposal Request and incorporated by reference herein. Contractor agrees to perform the services as outlined by the County in the Request for Proposal CP-2016-001-Hall of Justice Cat6 Wiring at the rates submitted in the signed Request for Proposal Document dated May 9, 2016. All unforeseen contract changes to be tracked, time and material (T&M), with a total project cost not to exceed $21,000 not including tax. Changes to include: all wire fishing, conduit, mudrings, trimplates, and other like items for a complete working system. T&M must be submitted electronically daily to the project managers. Additional costs to be paid at end of project with one single change order.

SECTION 2. RESPONSIBILITY. The Contractor shall do all work and furnish all labor, tools, materials and equipment necessary to construct, improve and complete the referenced project in accordance with the more stringent of code: NFPA or City of Newport. 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 completing the work provided for in this Agreement and every part thereof, as outlined in the Proposal, including applicable Washington State Sales Taxes.

The County hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the labor, tools, materials and equipment to do and cause to have done the referenced project, and to complete and finish the same according to the Proposal's schedule of unit or itemized prices, at the time and in

the manner and upon the conditions provided for in this Agreement and every part thereof. The County will bear the expense of any invoiced permits needed to complete the work.

It is further provided that no liability shall attach to the County, by reason of entering into this Agreement, except as expressly provided herein, the Contractor agrees to protect and indemnify the County in regard to claims of any nature that may arise during the course of this project.
It is expected the Contractor will use its own work force to complete the work. Use of any sub-contractor will require a "Request to Sublet" in writing, which will require the approval of the Engineer.

SECTION 3. INSURANCE.

Indemnity/Contractor's Liability Insurance:

I. Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to County.

II. Contractor agrees to endorse third party liability coverage required herein to include as additional insured Pend Oreille County, its officials, employees and agents, using ISO endorsement CG 20 10 with an edition date prior to 2004 (if this a construction contract ISO endorsement 20 37 is also required). Contractor also agrees to require this same provision of all subcontractors, joint ventures, or other parties engaged by or on behalf of Contractor in relation to this agreement.

III.

In an amount not less than:

Commercial General Liability:	$1,000,000 per Occurrence
	$2,000,000 Annual Aggregate

(And Workers Compensation if applicable)

(And commercial auto insurance if applicable)

(And excess or umbrella liability insurance if required)

(And any special coverage insurance that may be required

IV.

All coverage types and limits required are subject to approval, modification and additional requirements by Pend Oreille County. Contractor shall not make any reductions in scope or limits of coverage that may affect

the County's protection without County's written consent. Contractor agrees to require insurer to provide notice to County 30 day prior to cancellation of such liability coverage or any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint ventures or any other party engaged by or on behalf of contractor in relation to this agreement. Certificate(s) are to reflect that the issuer will provide 30 days' notice to County of any cancellation of coverage.

V. Proof of compliance with these insurance requirements, consisting of endorsements and certificates of insurance shall be delivered to County prior to the execution of this Agreement. If such proof of insurance is not delivered as required or if such insurance is canceled at any time and no replacement coverage is provided, County has the right, but not the duty, to terminate its contract or to obtain any insurance it deems necessary to protect its interests. Any premium so paid by County shall be charged to and promptly paid by Contractor or deducted from sums due Contractor.

VI. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by the Contractor or indemnifying party, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to the County.

VII. Contractor agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein and further agrees that it will not allow any indemnifying party to self-insure its obligations to the County. If contractor's existing coverage includes a self-insured retention, the self-insured retention must be declared to the County. The County may review options with the contractor, which may include reduction or elimination of the self-insured retention, substitution of other coverage or other solutions.

VIII. Contractor agrees to waive rights of recovery against Pend Oreille County regardless of the applicability of any insurance proceeds and to require all indemnifying parties to do likewise.

IX. All insurance coverage maintained or procured by the Contractor or required of others by Contractor pursuant to this agreement shall be endorsed to delete the subrogation condition as to County or must specifically allow the named insured to waive subrogation prior to a loss.

X. The Contractor shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

SECTION 4. WAGES. The Contractor is subject to the Washington State Prevailing Wage Act and must submit Intent to Pay Prevailing Wage, Affidavit of Wages Paid, and a certified payroll to the County.

SECTION 5. CHANGES IN THE WORK AND TERM. County reserves the right to authorize in writing, changes in the work to be performed. Costs associated with any change will be indicated in writing with a detailed estimate of the costs to be added or deducted from the contract sum.

SECTION 6. TERM. This Agreement shall take effect upon the execution of this Agreement and shall remain in effect until the work specified by this contract and any modifications or additions thereto is completed. **The expected project completion date is on or before 06/30/2016.**
The County may terminate this Agreement in whole or in part because of the failure of Contractor to fulfill this contract's obligations. In the event of termination for default, County reserves the right to take over and complete the work by contract or by other means.

SECTION 7. PAYMENT.
The contract bid price:

CP-2016-001-Hall of Justice Cat6 Wiring: $15,836.42 not including sales tax.
Contractor shall submit detailed itemized invoices in accordance with the proposed billing rates and schedule, incorporated as a part of this Agreement and referenced hereto. County shall pay Contractor on a monthly basis for work completed to date, within thirty (30) days of receipt of Contractor's invoice. Contractor understands that the bid amount as shown on the Proposal is the maximum authorized compensation provided for the work, except for change orders made pursuant to Section 5, of this Agreement. All unforeseen contract changes to be tracked, time and material (T&M), with a total project cost not to exceed $21,000 not including tax. Changes to include: all wire fishing, conduit, mudrings, trimplates, and other like items for a complete working system. T&M must be submitted electronically daily to the project managers. Additional costs to be paid at end of project with one single change order.

SECTION 8. MINORITY AND WOMEN'S BUSINESS PARTICIPATION.
The Contractor agrees to take all necessary and reasonable steps in accordance with 49CFR Part 23 to ensure DBE's have the maximum opportunity to compete for all parts of work subcontracted out or not directly performed by the Contractor.

SECTION 9 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
The Contractor shall not discriminate against any employee or applicant for contracted employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory or mental disability. The Contractor shall make decisions with regard to selection and retention of sub-Contractors, procurement of materials and equipment and similar actions related to the Contract without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability. Compliance with Title VI of the Civil Rights Act of 1964, and RCW 49.60, Law against Discrimination, and other related laws and statutes is required.

This Agreement made and signed this 23rd day of May, 2016.

CONTRACTOR:

Authorized Signature

UBI NO. 603361113

Date

By Tanya Conner

Title Project Manager

Address 2816 N Madelia St

Spokane, WA 99207

PEND OREILLE COUNTY, WASHINGTON

Chair Commissioner — Date 5-23-16

Absent
Vice-Chair Commissioner — Date

Commissioner — Date 5/23/16

Rhonda Carey
Clerk of the Board — Date 5/23/16

Prosecutor Attest a Form — Date 5/25/16