C-2016-21

RECEIVED
JUN 20 2016
PEND OREILLE CO.
PUBLIC WORKS DEPT.

PEND OREILLE COUNTY PUBLIC WORKS ROAD DEPARTMENT

SMALL PUBLIC WORKS AGREEMENT

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

The Contractor shall be responsible for the following:

Installation of Type 4 Transitions and Test Level 2 terminal end sections on the West Branch Leclerc Creek Rd Bridge #2 as shown in the Request for Quotes RD-2016-133. Work shall be completed to the terms and specifications of the RFQ dated 5/27/2016.

Type 4 Transition-Quantity 4
Test Level @ Non Flared Terminal End Section-Quantity 4
Included: All parts and labor necessary to install the above materials. Traffic control per MUTCD requirements.

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 RD-2016-133 at the rates submitted in the signed Proposal Document.

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 WSDOT Standard Specifications 2016 Edition. 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

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.

Contractor agrees to endorse third party liability coverage required herein to include as additional insureds 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.

Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 001 01, in an amount not less than $1,000,000 verify per occurrence with a $1,000,000 annual aggregate for bodily injury, personal injury and property damage including without limitation , blanket contractual liability.

Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Vendor arising out of or in connection with work to be performed under this this contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Contractor shall maintain and provide proof of Workers' Compensation Insurance for Contractor's employees in accordance with the laws of the State of Washington. And provide the proof of such coverage to Pend Oreille County.

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 days 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.

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.

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.

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.

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.

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.

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 project completion date is on or before 9/30/2016.

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:

RD-2016-133: $16,535.00 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.

SECTION 8. MINORITY AND WOMEN'S BUSINESS PARTICIPATION

There are no goals on this project

PEND OREILLE COUNTY PUBLIC WORKS DEPARTMENT
GENERAL PROVISIONS
(A PART OF ALL CONTRACT DOCUMENTS)

These General Provisions, the Specifications, the Invitation to Bid/Quote form and any attachments, constitutes the bid document, and will be considered as one document.

1. Laws and Regulations
The contractor shall comply with all applicable laws and regulations pertaining to this contract. In addition, the contractor shall ensure that any subcontractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.

2. Acceptance
The County reserves the right to reject any or all quotations, to waive any technicalities and informalities, and to accept or reject all or any part of this quotation at prices shown.
All bids/quotes must remain open for acceptance by the County for a period of at least 60 calendar days from the date of opening of the bids/quotes, unless otherwise stated.

3. Bid/Quote Submittals
Bids and quotes shall be submitted on the attached forms only. Extra pages and literature may be added to this package; however, the package shall be returned intact as received.

All prices and notations must be typewritten or written in ink, with no erasures permitted. Mistakes may be crossed out and corrections written adjacent thereto, and must be initialed in ink by person signing quotation. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.

If applicable, unit prices for all items, all extensions, and the total amount of bid or quote must be shown. In the instance of a discrepancy between the unit price and the total price, the unit price shall govern. Any pricing, configuration, or other errors discovered after bid/quote opening or quotation due date must remain and cannot be adjusted.

4. Change Orders
Change Orders for material or services will be without effect unless issued and authorized in writing by the County.

5. Quality Standards
The brand names listed indicate the standard of quality required. Brands of equal quality, performance and use will be considered, provided the vendor specifies the brand, model and other data for comparison with their bid/quote. The County will be the sole judge for approving other brands offered as equals to the brand specified. Bidders shall indicate if they are offering alternate brands in the space below each item and must provide descriptive specifications explaining the merits of the substitute item.

6. Delivery
Time is of the essence and this order is subject to cancellation by Pend Oreille County for Vendor's failure to deliver on time. For any exception to the delivery date specified in this order, Vendor shall give prior written notification and obtain written approval from the County. The acceptance by the County of later performance with or without objection or reservation shall neither waive the County's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor. All quotations shall include delivery F.O.B. destination, freight pre-paid, unless otherwise stated in this "Bid Call" or "Invitation to Quote" at the designated address set forth in the proposal given to each bidder. When shipping addresses specify room identification, Vendor shall make such delivery thereto without additional charge. If the County grants specific authorization to ship goods F.O.B. Shipping Point, Vendor agrees to prepay all shipping charges, route the goods by cheapest common carrier, and bill the County as a separate item on the invoice for said charges. It is also agreed the County reserves the right, at its sole option, to refuse COD Shipments.

7. Identification
The purchase order number shall appear on all invoices, packing lists, packages, shipping notices and other written documents relating to this order. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein.

8. Payment
Vendor is to submit properly completed invoice(s) and mail to: Pend Oreille County PO Box 5040 Newport, WA 99156 To insure prompt payment, each invoice should cite purchase order number, bid/quote number, description of item purchased, unit and total price, discount terms and include the vendor's name and return remittance address. Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the product or service and (b) a properly completed invoice.

9. Risk of Loss
Regardless of the F.O.B. Point specified above, Vendor agrees to bear all risk of loss, injury, or destruction of goods ordered herein which occur prior to actual physical delivery to the County, and such loss, injury, or destruction shall not release Vendor from any obligation hereunder.

10. Force Majeure
Vendor will not be responsible for delays in delivery due to acts of God, fire, strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided vendor notifies the County's representative immediately in writing of such pending or actual delay. Normally, in the event or any such delays (acts or God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

11. Rejection
All goods and any services purchased in this order are subject to approval by the County. Rejection of goods or services, resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by the County or returned, will be at Vendor's risk and expense.

12. Approximate Quantity
The quantities listed are the County's current approximate requirements. The County will neither be obligated by, nor restricted to, these quantities and may increase or decrease any item(s) ordered under this contract and pay according to the unit prices quoted in the Bid/Quote. If it is agreeable to both parties and prices have not changed and the same unit/materials are still available, additional units/materials may be ordered within 12 months of the signing of the original agreement.

13. Cooperative Purchasing
The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

14. Samples
Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

15. Inspection
Cost of inspection on deliveries or offers for delivery, which do not meet specifications, will be for the account of the Vendor.

16. Hazardous Materials
If this order covers goods, which include hazardous chemicals, Vendor shall, at the time of product delivery, provide the County with copies of Material Safety Data Sheets for such chemicals. These sheets shall be in the form then required by applicable law or regulation (See WAC 296-839). This requirement shall be in addition to whatever other requirements are imposed by law or regulation.

17. Public Disclosure
Proposals shall become the property of the County. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Vendor, or is any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section Proprietary Information. The particular exception from disclosure upon which the Vendor is making the claim and the RFP page it is found on must be identified. RFP's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Vendors, the County will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement will be available with the exception of: Proprietary/confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure. The County will consider a Vendor's request for exemption from disclosure; however, the County will make a decision predicated upon RCW 42.56.

18. Warranties
Vendor warrants that all goods and services furnished under this order are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, are fit for the intended purpose of which such goods and services are ordinarily employed and if a particular purpose is stated in a Special Condition, the goods are then warranted as for that particular purpose. Vendor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods. Vendor's warranties (and any more favorable warranties, service policies, or similar undertaking of Vendor) shall survive delivery, inspection, and acceptance of the goods or services.

19. Re-Award
When the contract is terminated by the vendor upon 30 days' notice as herein provided, the County may re-award the contract to the next most responsible bidder.
When a vendor is unable to supply goods and/or services to the County and is in breach of the contract, or when the contract is terminated by the County for cause as herein provided, the County reserves the right to re-award the contract to the next most responsible bidder.

20. Errors and Omissions
The County reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

21. Late Receipt of Bid/Quote Documents
Bids and/or quotations and modifications received after the exact hour and date specified for receipt of bids and/or quotations will not be considered (i.e. if bid was due by 2:00 PM, any bids received after 2:00:00 PM will be rejected).

22. Licenses
If applicable, successful vendor shall have a valid and current business license. Said license shall be obtained prior to the award of any contract. In addition, Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid/quote.

23. Delivery of Unapproved Substitutions
Vendors are authorized to ship only those items ordered covered by the con¬tract. If a review of orders placed by the County reveals that an item other than those covered by and specified in the contract have been ordered and delivered, the County Engineer will take such steps as are necessary to have the item(s) returned to the contractor at no cost to the County regardless of the time between the date of delivery and discovery of the violation.

24. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Pend Oreille County Public Works Department, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

25. Non-Collusion
The Bidder represents, by the submission of the Proposal, that the prices in this bid/quote are neither directly nor indirectly the result of any formal or informal agreement with another bidder.

26. Evaluation of Bid/Quote
In the evaluation of otherwise responsible bids/quotes, the Bidder's experience, delivery time and responsibility in performing other contracts will be considered. In addition to price, the following may be considered:
I. The ability, capacity and skill of the bidder to perform the contract and provide the services required.
II. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
III. The character, integrity, reputation, judgement, experience and efficiency of the bidder.
IV. The quality of performance of previous contracts or service.
V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.
VI. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
VII The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
VIII. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

27. Taxes
The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law.

28. Non Discrimination
During the performance of this Agreement, Contractor shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, color, sex, religion, national origin, creed, age, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, political affiliation, or the presence of any sensory, mental or physical handicap, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising,

layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.

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

30. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Contractor to any other person or entity without the prior written consent of the County. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor as stated herein.

31. Termination - Convenience
This contract may be terminated by either party by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract.

32. Termination - Cause
The County reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Contractor are deemed by the County to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement. In addition to the foregoing right of termination, the County may terminate this contract, with or without cause, upon thirty (30) days written notice to Contractor.

33. Delay of an Award
If, after bid/quote opening, administration problems threaten to delay award beyond the bidder's acceptance period, bidders shall be requested to extend the bid/quote acceptance period. This request must be made and confirmed in writing prior to the expiration date of their bids/quotes (with consent of sureties, if any) to avoid the need to re-advertise.

34. Venue
All actions against any County may be commenced in the superior court of such county, or in the superior court of either of the two nearest judicial districts. All actions by any County shall be commenced in the superior court of the county in which the defendant resides, or in either of the two judicial districts nearest to the county bringing the action. (RCW 36.01.050)

35. Defense and Indemnity Agreement
The vendor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its

elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account to damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Vendor, his/her subcontractors, it successor or assigns, or its or their agent, servants, or employees, The County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

36. Permits (When Required)
The vendor shall procure and pay for all permits and licenses necessary for the completion of the Contract. In the event a necessary permit is not obtained, the Vendor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extension. The County will reimburse for all invoiced permitting necessary to complete the work.

37. Severability
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

38. Waiver
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

39. Entire Agreement
This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understanding between the parties.

40. Protest Procedure
Any protest must be made in writing, signed by the protestor, and state that the vendor is submitting a formal protest. The protest shall be filed with the Pend Oreille County Engineer PO Box 5040/ 625 W. 4th St. Newport, WA 99156, or emailed to Publicworks4u@pendoreille.org. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests before award shall be filed five (5) days before the solicitation due date, and protests after the award shall be filed five (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the vendor:

Step I The County Engineer will try resolving matter with protester. All available facts will be considered and the County Engineer shall issue a decision. This decision shall be delivered in writing to the protesting vendor.

Step II If unresolved, within three (3) business days after receipt, the protest may be appealed to the Public Works Director by the County Engineer.

Step III If still unresolved, within three (3) business days after receipt, the protest may be appealed to the Board of Commissioners (or their designee). The Board of Commissioners shall make a determination in writing to the vendor.

Grounds for Protest

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination, conflict of interest;
- Solicitation unduly constrains competition or contains inadequate or improper criteria;
- Errors in computing score;
- Non-compliance with procedures described in the solicitation or County Policy.
-

Protest Determination

Each review and determination of the protest shall issue a decision that either:

- Finds the protest lacking in merit and upholds the award; or
- Finds only technical or harmless errors in the acquisition process and determines the County to be in substantial compliance and therefore reject the protest; or
- Finds merit in the protest and provides options for correction, including, but not limited to, correcting the errors and re-evaluating the bids, reissuing the bid to begin a new process, or entering in to a contract that remedies the protest finding; or
- Makes other findings and determines other courses of action as appropriate.

Timeframe

Only protests and complaints received within the required timeframe for protest action are accepted for consideration.

Award Announcement

Public Works shall announce the successful bidder via County Website, e-mail, fax, regular mail, or by any other appropriate means. Once the announcement is released by Public Works, the protest time frame begins. The timeframe is not based upon when the vendor received the information, but rather when the announcement is issued by Public Works. Though every effort will be made by Public Works to distribute the announcement to the interested vendors, they are not responsible to assure that vendors receive the announcement. It is the responsibility of the vendors to obtain the announcement from Public Works.

Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the County determines that one of the following applies:

- The supplies or services to be contracted for are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
- A prompt award will otherwise be advantageous to the County.

If the award is made, the file must be documented to explain the basis for the award. Written notice of the decision to proceed shall be sent to the protester and others who may be concerned.
The County retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

41. Qualified Bids
The General Terms and Conditions and Supplemental Terms and Conditions included in this bid document will govern the performance of the work. No other terms and conditions will be accepted. Bids that are conditioned in any way, or Bids that take exception in any way to the Pend Oreille Counties' General and Supplemental Terms and Conditions, may result in the Bid being considered non-responsive.

42. Proprietary Material Submitted
Any information contained in the Bid/RFP submitted that is proprietary must be clearly designated. Marking the entire bid as proprietary will be neither accepted nor honored. If a request is made to view a vendor's bid, Pend Oreille County will comply according to the Open Public Records Act, Chapter 42.56 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

43. Retainage (When Required)
Pursuant to RCW 60.28 a sum of 5 percent of all monies earned by the Contractor will be retained from payments. The Contractor, at time of Contract execution, may select one of the following options for monies retained under provisions of RCW 60.28:

1. Provide a payment bond in lieu of retainage;
2. Provide an escrow account in a bank, mutual savings bank or savings and loan association; or
3. The County shall retain the money in a fund.

The Contractor shall designate the option desired at the time the Contract is executed.

Release of retainage will be made 60 days following the Completion Date, pursuant to RCW 39.12 and RCW 60.28 provided the following conditions are met:

1. On contracts totaling more than $35,000, a release from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the County.
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
4. Washington State Department of Labor and Industries shows the Contractor is current with payments of industrial and medical aid premiums.
5. All claims, as provided by law, filed against the retainage have been resolved.

This Agreement made and signed this 21st day of June, 2016.

CONTRACTOR:

Frank Gurney, Inc.
Authorized Signature

June 17, 2016
Date

By

Title Thomas C. Stewart, President

Address PO Box 11557 Parkwater Station

Spokane Valley, WA 99211

509-535-3069 Phone
509-535-1911 fax
fgurney@comcast.net

PEND OREILLE COUNTY, WASHINGTON

Chair, Board of County Commissioners

6-21-16
Date