



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 Krueger Sheet Metal hereinafter referred to as "Contractor". The parties mutually agree as follows.

The Contractor shall be responsible for the following:

Complete the BG2015-122 S. 229 Garden Avenue HOJ Roof Project as submitted in the Request for Proposals, dated July 21, 2015. Removal and installation shall be to the specifications and timelines described in the Request for Proposals.

The County and the Contractor agrees to the following:

1) Mobilization

Contractor will deliver to the site all necessary equipment and supplies to complete the above project without delays in between phases. The County will provide an unsecure site for the Contractor's equipment and supplies. Coordination with the Project Manager will be required prior to mobilization. Work to be performed in one continuous phase. All re-mobilization will be at contractor's expense.

2) Disposal of all construction debris

Contractor shall follow all State and Federal Guidelines for removal and disposal of construction project materials. Contractor shall provide documentation of disposal in an approved facility. Scheduling of work will not impact the integrity of the building due to snow, rain or hail etc.

3) Replace Parapet Cap

Contractor shall replace all existing and new construction of walls /curbs with parapet cap of a similar product. Color shall be a neutral color. Please provide product specifications for owner's choice, Attachment Method and Color Samples with Bid Submittal. Cap must accommodate new roof membrane. Contractor to verify quantity. Installation shall meet all codes and manufacturers installation requirements.

4) Replace Roof Drains

Contractor will remove and replace the existing roof drains with new metal drains and covers. New drains will be set to the necessary height as to insure proper drainage of the new membrane. Removal of existing drains and disposal is included. Please supply product specifications with bid submittal.

5) Replace Insulation, Minimum R-49

Contractor will add new insulation with a product that will provide a minimum insulating value of R-49. Included in this item will be setting slope to provide proper flow to roof drains and facilitating any and all existing roof penetrations. Disposal of all construction debris is to be included in item #2.

6) Install Life Line Tie off Anchors

Contractor will install 7 Life Line Anchors as indicated on SK-1. All devices must meet or exceed all current OSHA/WISHA safety standards. Contractor will coordinate with Project Manager before installing the tie off points. Please provide product specifications with bid proposal submittal.

7) Replace Roof Membrane

This phase is understood to be a complete replacement of roof membrane, to include all labor and materials necessary to completely cover and seal the roof structure. Included in this item are all parapet walls, vents, drains and other roof penetrations not specifically addressed. It is mandatory that the bidders participate in a pre-bid scheduled walk-through to accurately measure and document the entire roof structure. The County will review each item and areas that require repair and replacement. Spray applied products will not be accepted as an approved method. All materials must be stored and installed according to manufacturer's specifications. It will be the responsibility of the Contractor to adhere to any and all regulations governing the installation of this product. Contractor will provide a 20 yr. membrane at a minimum. Contractor will supply the County with all product specifications with the Bid Proposal Submittal, including application method and warranty. The County Engineer will review the specification documents and determine if, in his opinion, it meets all necessary requirements for the project. The County Engineer or Public Works Director may reject any and all bid proposals if it is deemed that the proposed material is substandard and not fit for this application.

8) Parapet Walls /Curbs / Vents/ Modifications

Contractor will construct new or extend existing parapet walls, Curbs and Vents as applicable by code or manufacturer's installation instructions.

General Specifications

- a. **Intent:** It is the intent of these specifications to describe the S. 229 Garden Avenue HOJ Roof 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 October 5, 2015.

- 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 **November 20, 2015**.
- 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 Public Works 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 Public Works 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. **Facilities:** Contractor will be required to provide a portable restroom for the labor force. Pend Oreille County will provide the contractor an unsecure facility for materials and equipment storage. Coordination with the Project Manager will be required for using this area. The work site shall remain in a safe and orderly fashion

during all phases of work.

- j. **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
Public Works
Buildings & Grounds BG -2015-122
P.O.Box 5068
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 Public Works 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.

- k. **Weather:** Work will be protected from all inclement weather throughout the entire duration of this project. This includes wind, rain, hail, snow etc.
- l. **Working Schedule / Days:** Work will start no earlier than 7:00 A.M. on Monday and continue no later than 8:00 P.M. Friday. Contractor to verify with City of Newport for restrictions placed on working hours. Coordination with Project Manager is required for any work outside this shift. Contractor is required to provide Project Manager with a written Project Schedule before work commences.
- m. **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. Contractor will submit a written spill prevention plan, safety plan, OSHA/WISHA compliant Fall Protection Plan and designate a full time on site representative that is available for after hour emergencies during the execution of this project. Contractor will provide all MUTCD compliant devices to perform necessary driveway closures. Type III barricades will be required for closure of driveway, Type I barricades will be required for walkways. 24" cones with reflective banding will be used to mark any other obstructions within the work zone. Certified traffic control labor and devices must be used if there is a need to close a road, alley or street. Jobsite Safety Standards will adhere to the more stringent of OSHA, WISHA or local requirements. Fall protection will be required during all phases of this project, as per written plan. Inspections with Maintenance Supervisor or

Project Manager at agreed points in project are 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 BG-2015-122 at the rates submitted in the signed Request for Proposal Document dated October 5, 2015.

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. HOLD HARMLESS AND INDEMNIFICATION.

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend, and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including loss of use resulting therefrom) which 1) are caused in whole in part by any act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon the Contractor's or its subcontractors' use of, presence upon or proximity to the property of the County for the value of the contract or \$1,000,000, whichever is less.

This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. In the event of the concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees and agents. This indemnification obligation of the Contractor shall not be limited in anyway by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder.

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement. Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

SECTION 4. 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. Coverage Amounts

Commercial General Liability: The Contractor shall maintain commercial general liability coverage for bodily injury, personal injury, and property damage, subject to limits not less than \$2,000,000 per Occurrence. The general aggregate shall apply separately to this agreement and be no less than \$2,000,000.

Workers Compensation: The Contractor shall maintain worker's compensation insurance as required by Title 51, RCW, and shall provide evidence of coverage to the County. If this contract is over \$50,000, then the Contractor shall also maintain Employees Liability Coverage with a limit of not less than \$1,000,000.00.

Automobile insurance: The Contractor shall maintain automobile insurance or equivalent form covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, in an amount not less than \$1,000,000.00 combined single limit for each accident. Coverage shall include owned, hired and non-owned automobiles.

Excess or umbrella liability insurance: Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits of no less than \$5,000,000.00 that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability.

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 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.

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 5. 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 6. 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 7. 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 11/20/2015.**

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 8. PAYMENT.

The contract bid price:

BG-2015-122: \$122,629.00 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 6, of this Agreement.

SECTION 9. 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 10. 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.

SECTION 11. Public Records Act.

This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of

the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

This Agreement made and signed this 12TH day of OCTOBER, 2015.

CONTRACTOR:

PEND OREILLE COUNTY, WASHINGTON

[Signature]
Authorized Signature

[Signature] 10/13/15
Chair Commissioner Date

UBI NO. 328043922

[Signature] 10-13-15
Vice-Chair Commissioner Date

10/12/15
Date

[Signature] 10-13-15
Commissioner Date

By Robert A. STARKEY

[Signature] 10-13-15
Clerk of the Board Date

Title VICE PRESIDENT

[Signature] 10/14/15
Prosecutor Attest as to Form Date

Address KWELER SHEET METAL

P.O. Box 2963

SPOKANE, WA 99220