

## **PROFESSIONAL SERVICES AGREEMENT**

This Agreement dated as of October 19, 2010 is made by and between Kittitas County (hereinafter "the County") and Stephens & Sons Construction Inc (hereinafter "Contractor"). The County and Contractor agree as follows:

General Conditions; Exhibit A (Scope of Work); Exhibit B (Compensation); Exhibit C (Proof of Insurance).

copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

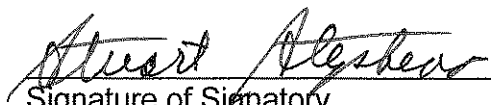
The term of this Agreement shall commence on the 19<sup>th</sup> of October 2010 and continue until completion of the project

Contractor acknowledges and by signing this Agreement agrees that the Indemnification provisions set forth in Paragraphs 7 (Independent Contractor), 9 (Taxes), 15 (Defense and Indemnity Agreement), 21 (Patent/Copyright Infringement) and 24 (Confidentiality), are totally and fully part of this Agreement and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 19th day of October, 2010.

**APPROVED:**

STEPHENS & SONS  
CONSTRUCTION, INC.



Signature of Signatory  
Date: October 19, 2010

DIRECTOR OF PUBLIC WORKS  
KITITITAS COUNTY, WASHINGTON



Kirk Holmes, Director

Stuart Stephens, Vice President  
Print Name of Signatory

Approved as to Form:

By: \_\_\_\_\_  
Deputy Prosecuting Attorney

**Contractor Address:**

417 S. 51<sup>st</sup> Ave  
Yakima, WA 98908

**County's Address:**

Kittitas County  
205 West 5<sup>th</sup> Avenue, Suite 108  
Ellensburg, WA 98926

**Project Contact:**  
Stuart Stephens VP

**Project Contact:**  
Tom Kelley – Construction MGR

## GENERAL CONDITIONS

### 1. Scope of Contractor's Services:

Contractor agrees to provide to the County services and any materials set forth in the project narrative identified in Exhibit "A" during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

### 2. Performance of Work:

Contractor shall perform work in accordance with, and shall comply with, all of the provisions of this Agreement. All work shall comply with applicable codes and ordinances.

### 3. Schedule of Performance:

Unless directed otherwise by the County, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.

### 4. Definitions:

- 4.1 "Additional Insured's" means the County, its successors and assigns, and the respective directors, officers, employees, agents and representatives of the County and its successors and assigns.
- 4.2 "Support" means the following: Contractor's directors, officers, employees, agents and representatives; and sub-Contractors of any tier; the respective directors, officers, employees, agents and representatives of these sub-Contractors of any tier; and any other person or entity acting under the direction or control of, or on behalf of, Contractor or any Contractor's sub-Contractors of any tier in connection with or incident to the performance of the Work or this Agreement.
- 4.3 The "Work" means all of the duties listed in Exhibit A and the performance of all other obligations, under this Agreement by Contractor or its Support.

### 5. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B". Where Exhibit "B" requires payments by the County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B", by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the Kittitas County Board of Commissioners, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in performance of this Agreement.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system, for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

6. Assignment and Subcontracting:

No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

7. Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Kittitas County employees.

Contractor will defend, indemnify and hold harmless the County, its Additional Insured's, officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

8. No Guarantee of Employment:

The performance of all or part of this Agreement by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any sub-Contractor or any employee of any sub-Contractor by the County at the present time or in the future.

9. Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e. Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

10. Regulations and Requirement:

This Agreement shall be subject to all laws, rules and regulations of the United States of America, and State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth herein or in the attached exhibits.

11. Right to Review:

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluation by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 6 years after contract termination, and shall make them available for such review, within Kittitas County, State of Washington, upon request.

12. Modifications:

- 12.1 Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
- 12.2 The County may, at any time, by written notice thereof to Contractor ("Change Notice") makes changes in the Work within the general scope of this Agreement, including, but not limited to: (a) changes in, revisions to, substitutions for, additions to or deletions of any Work; (b) changes in schedule; and (c) acceleration, deceleration or suspension of performance of any Work.
- 12.3 If any change in the Work causes an increase or decrease on Contractor's cost of, or the time required for, performance of the Work, an equitable adjustment in the compensation to Contractor and in the schedule for the performance of the Work shall be made to reflect such an increase or decrease.
- 12.4 Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment, Contractor shall proceed in accordance with all Change Notices. Contractor must, within thirty (30) days after receipt of any

Change Notice that does not set forth any acceptable adjustment, submit to the County a written statement setting forth any adjustment claimed.

- 12.5 If any change results in a decrease in the Work performed, Contractor shall be entitled to compensation associated with changing the Work, such as revising design already completed, revising calculations already performed, and revising documents.

13. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

14. Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. In the event of such termination, an equitable adjustment shall be made in the compensation payable to Contractor.

An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

15. Defense & Indemnity Agreement:

The Contractor agrees to and shall defend, indemnify and hold harmless the County, its Additional Insured's, appointed and elective officers, agents 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 Additional Insured's, its elected or appointed officials, agents, 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 of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its sub-Contractors, its 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 Additional Insured's, appointed or elected officials, agents, 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.

**16. Industrial Insurance Waiver:**

With respect to the performance of this Agreement and as to claims against the County, its Additional Insured's, officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. **This waiver is mutually negotiated by the parties to this Agreement.**

**17. Venue and Choice of Law:**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Kittitas. This Agreement shall be governed by the law of the State of Washington.

**18. Withholding Payment:**

In the event the Contractor has failed to perform any obligation to be performed by the Contractor under this Agreement within the time set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

**19. Future Non-Allocation of Funds:**

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

**20. Contractor Commitments, Warranties and Representations:**

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to



any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

21. Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County; to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- 21.1 Contractor shall be notified promptly in writing by County of any notice of such claim.
- 21.2 Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

22. Disputes:

22.1 General

Differences between the Contractor and the County, arising under and by virtue of the Agreement Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, instructions, and decisions of the Kittitas County Commissioners shall be final and conclusive.

22.2 Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

23. Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or sub-Contractors, in connection with performance of this Agreement shall be the sole and absolute property of the County.

24. Confidentiality:

The Contractor, its employees, sub-Contractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Kittitas County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its Additional Insured's, officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

25. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the Kittitas County Commissioners, 205 W 5<sup>th</sup> Ave, Suite 108, Ellensburg, WA 98926. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected on the signature page. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

26. Severability:

If any term or condition of this Agreement 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 Agreement are declared severable.

27. Miscellaneous:

- 27.1 The County's failure or delay to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather the same shall be and remain in full force and effect.
- 27.2 This Agreement embodies the entire Agreement between the County and Contractor, and supersedes any and all prior agreements, regarding the Work. No change, amendment or modification of any provisions of this Agreement shall be valid unless set forth in a written instrument signed by the party to be bound thereby.

- 27.3 The rights and remedies of the County set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights of remedies afforded to the County by any other provisions of this Agreement, by any of Contractor's Support or by law.
- 27.4 The headings of sections and paragraphs 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 provisions of such sections or paragraphs.

28. Waiver:

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

29. Survival:

The provisions of paragraphs 7, 9, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 28, and 30, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

30. Nondiscrimination:

- 30.1 The County is an equal opportunity employer.

30.2 Nondiscrimination in Employment

In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

30.3 Nondiscrimination in Services

The Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

- 30.4 If any assignment and/or subcontracting has been authorized by the County, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

## **EXHIBIT "A"**

### **SCOPE OF WORK**

The Contractor shall do all work and furnish all tools, materials and equipment for the completion of county maintenance shop garage in accordance with the International Building Code Standards and the specifications described below.

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 performing and completing the work provided for in these Contract documents.

The Contractor may store equipment and supplies at the County's Maintenance facility for the duration of the contract only. Costs for disposal or transport of any materials left on County property after the completion of the striping work will be the sole responsibility of the Contractor.

The Contractor shall provide a daily log of all components assembled along with weather conditions, temperature, and on site building inspections.

### **BUILDING SPECIFICATIONS:**

#### **1. Framing and Insulation**

All dimensional wall lumber, wall insulation(R-21), blow in ceiling insulation(12"), ceiling sheet lumber, and ceiling joist lumber required to build this item as per project plans and applicable codes. All framing and insulation work shall be coordinated with other items such as electrical, plumbing, HVAC, telephone cables, for installation sequence. Contractor shall arrange for required inspections and approvals prior to covering wall panels.

Final acceptance of this work is based on inspection and approval by the City of Cle Elum building department.

#### **2. Exterior Walls & Windows**

CMU, mortar, grout, and re-steel to be placed at exterior wall for office shall comply with project plans and all applicable codes, Window units shall be Milgard series 5521/5531/5571 casement or approved equivalent. Contractor shall provide seal and trim at exterior window installations. Contractor shall arrange for required inspections and approvals prior to covering exterior wall panels.

The contractor shall provide all labor, equipment, and materials to complete this installation in accordance with applicable permit plans, specifications, and codes.  
Final acceptance of this work is based on inspection and approval by the City of Cle Elum building department.

### **3. Electrical**

Duplex outlets, GFI outlets, light switches (Bathroom exhaust fan shall be controlled by timer switch), and smoke/CO2 detectors (direct wire) shall be installed at locations as shown project plans. Light fixtures shall be Lithonia Z8SMR96A8 or approved equivalent, recessed light fixtures shall be Air Tight rated, IC rated 26 watt QUAD PL (4pin) bulb model # CHP27RHE26ICA or approved equivalent, exit signs shall be Progress Lighting Model # PE3304-30 green illuminated EXIT with emergency lights or approved equivalent. Telephone RHE cables and jacks / wall plates shall be installed by county forces. The contractor shall coordinate this installation with other items of work. Payment for this item of work shall include coordinating , providing for, and connecting with the mechanical /HVAC , and plumbing items as necessary to provide a complete and functionally operating electrical system at locations as shown on the project plans.

#### **Miscellaneous Hardware**

All boxes, conduits, conductors, connectors, and other incidental hardware to complete the proposed installation.

All proposed lighting receptacles, power receptacles, switches, timer switch, and other miscellaneous hardware to complete this work shall be UL and NEMA approved components.

The contractor shall provide all labor, equipment, and materials to complete this installation in accordance with applicable permit plans, specifications, and codes.

Final acceptance of electrical work is based on Labor & Industries Final Inspection Acceptance report.

### **4. Mechanical / HVAC**

Central furnace shall be ceiling mounted gas fired Reznor Model # UDAP 75 75,000 BTU with 4" vent or approved equivalent, shop heaters (2) shall be ceiling mounted gas fired Reznor Model # UDAP 200, 200,000 BTU with 5" vent and 60 degree deflection duct or approved equivalent, sheet metal ducts for central system shall be 12" x 8" insulated, room vent face plates shall be metal vent grate with closure flaps. All gas fired heaters shall use existing ceiling exhaust ports for connection. Programmable electronic thermostats shall also be included and installed for each heating unit. Bathroom exhaust fan shall be Nutone Ivory Energy Star 4" duct, and shall be connected to existing exhaust duct. Payment for this item of work shall include coordinating, providing for, and connecting the mechanical /HVAC and plumbing / electrical items as necessary to provide a complete and functionally operating mechanical / HVAC system at locations as shown on the project plans.

This item of work also includes all necessary hardware, brackets, fasteners, hangers and miscellaneous hardware connectors required for completion of this installation. The

contractor shall coordinate this installation with other items of work. The contractor shall provide all labor, equipment, and materials to complete this installation in accordance with applicable permit plans, specifications, and codes.

Final acceptance of this work is based on inspection and approval by the City of Cle Elum building department.

## **5. Plumbing**

Gas water heater shall be Rinnai Model R75LSi 7.5 GPM Tankless or approved equivalent. Stainless steel double basin kitchen sink with ADA faucets, granite double sink countertop 1 1/4" thick w/ bull nose edge and 4" back splash (of a color to be approved by owner) (counter dimensions to be determined by cabinet size), basic wall mount bath sink w/ Hot/Cold faucets (ADA compliant), all water feed lines shall be 1/2" copper hot/cold piping (insulated hot/cold piping for both sinks, insulated cold only for drinking fountain/non-insulated for toilet, urinal, & eye wash), PVC drain piping, urinal - wall mounted / low flow shall be "Nano Pint" Urinal with battery Powered Valve, Model # Z5708.236 or approved equivalent with PVC drain piping,. Mirror (no frame/beveled edge -18"x30"), toilet tissue dispenser (S/S-dual roll box type), towel dispenser shall be Kimberly-Clark automatic wall mount #H-2274, grab bar (S/S-36"-double knurled handle), toilet w/tank (floor mount-low flow) shall be Elongated Drake (ADA compliant) two piece toilet 1.6 GPF, model # CST744SL or approved equivalent, and shall use existing drain pipe , water feed piping for hose bib shall be 3/4" copper insulated (hot/cold), and shop hose bib valves shall be 3/4" brass standard industrial grade lever type with vinyl coated handles (color coded for hot /cold)mounted 18" above spigots. Eye wash station shall be Speakman SE-495 eye/face wash ABS bowl w/ dual spray heads & flip top dust covers. Eye wash station shall be connected with 1/2" copper piping (non-insulated cold), PVC drain piping, and drinking fountain shall be Elkay EMABFD ADA wall mount single level w/ mechanical push bar and connection with 1/2" copper piping (insulated cold), PVC drain piping, and plumbing elements as required.

The contractor shall provide all labor, equipment, and materials to complete this installation in accordance with applicable permit plans, specifications, and codes. The contractor shall coordinate this installation with other items of work. This item of work also includes all necessary hardware, brackets, fasteners, hangers and miscellaneous hardware connectors required for completion of this installation. Payment for this item of work shall include coordinating , providing for, and connecting with the mechanical /HVAC, and electrical items as necessary to provide a complete and functionally operating plumbing system at locations as shown on the project plans.

Final acceptance of plumbing work is based on Labor & Industries Final Inspection Acceptance report.

## **6. Interior Walls & Windows**

Base Molding shall be 4" rubberized mop board trim, case molding and interior window trim shall be 3" Douglas Fir or approved equivalent, 5/8" GWB for walls shall be standard, 5/8" Green Board for walls shall be standard, base cabinet, wall cabinet, and countertops shall be standard laboratory grade (base cabinet-two doors for drain access /

three drawer-right hand stack / single door -3 shelf cabinet- right hand wall mount), interior wall paint shall be Latex Interior Semi-gloss of a color to be approved by owner (two tone-lower 30" above base molding/ upper from 30" to ceiling and complete ceiling), floor finish shall include grinding, crack router & fill, stain, and seal with an acrylic coating. Doors shall be energy efficient and include frame and trim. One (1) Steel exterior 3-0 door w/ 18"X 18" safety glass window and ADA handle and cylinder lock set, Two (2) 3-0 wood interior solid core, and one (1) 2-8 wood interior solid core, all w/ cylinder locks and ADA handles.

The contractor shall provide all labor, equipment, and materials to complete this installation in accordance with applicable permit plans, specifications, and codes. The contractor shall coordinate this installation with other items of work.

Final acceptance of this work is based on inspection and approval by the City of Cle Elum building department.

**All labor, equipment, and materials to complete this installation in accordance with applicable permit plans, specifications, and codes.**

**All labor is subject to Washington Department of Labor and Industry prevailing wage rates. Contractor will provide Statement of Intent to pay Prevailing Wage prior to commencing on site activities, and Affidavit of Wages Paid upon completion of project.**

**County Provided:**

**Building Permit – City of Cle Elum**

**Site excavation and grading**

**Power for Contractor's usage**

**Secured compound for facility**

**Comprehensive insurance for project site (wind, fire, theft, etc.)**

**EXHIBIT "B"**

**COMPENSATION**

As full compensation for satisfactory performance of the work, the County shall pay Contractor compensation not to exceed:

**\$84,588.84**



## EXHIBIT "C"

### **PROOF OF INSURANCE**

The Contractor shall secure and maintain in effect at all times during performance of the Work such insurance as will protect Contractor, its Support and the Additional Insured's from all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of the work or this Agreement, whether such performance is by Contractor or any of its Support. All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by the County. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

The Contractor shall provide proof of insurance for Commercial (comprehensive) General Liability insurance with coverage limits not less than \$1,000,000 combined single limit per occurrence and annual aggregates. Employer's Liability insurance shall be maintained with at least \$1,000,000 coverage. Proof of a policy of Commercial Automobile Liability Insurance, including coverage for owned, non-owned, leased, or hired vehicles written on an insurance industry standard form or equivalent, with limits of liability not less than \$1,000,000. Worker's Compensation shall be in the amount required by law. Upon the request of the County, Contractor shall furnish the County a certificate of insurance (with Endorsement as evidence that policies providing insurance required by this Agreement are in full force and effect. The type of insurance required by this Agreement is marked below.

- ☐ 1) Commercial General Liability Insurance  
Certificate Holder – Kittitas County  
The Certificate must name the County as additional insured as defined in the Agreement  
Thirty (30) days written notice to the County of cancellation of the insurance policy.
- ☐ 2) Workers' Compensation.  
Workers' Compensation in amounts required by law.
- ☐ 3) Employers Liability.  
Thirty (30) days written notice to the County of cancellation of the insurance policy.
- ☐ 4) Commercial Automobile Liability Insurance.  
Thirty (30) days written notice to the County of cancellation

of the insurance policy.

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance, properly completed and in the amount required, is attached hereto.