

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	FC 10/11/22 BC 10/25/22
<b>Subject:</b>	Public Works Contract with Apollo Mechanical Contractors Facility Service, dba Apollo Mechanical Contractors
<b>Presenter:</b>	N/A
<b>Prepared By:</b>	Rosa Garcia
<b>Reviewed By:</b>	David Wheeler
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> (Multiple boxes can be checked, if necessary)
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input checked="" type="checkbox"/> Execute Contract

## Summary / Background Information

The Benton-Franklin Counties Juvenile Justice Center solicited proposals to provide Kitchen preventative maintenance and as-needed repairs for the Benton-Franklin Counties Juvenile Justice Center.

The following proposals were received from contractors for Kitchen preventative maintenance and as-needed repairs from the small work roster:

- Apollo Mechanical Contractors Facility Service, Kennewick, WA – UBI 600-443-607
- Yoder Inc., Kennewick, WA – UBI 600-500-258

The term of the contract shall commence on October 1, 2022 and shall expire September 30, 2023.

## Fiscal Impact

Amount not to exceed \$40,000.00, including WSST to be paid out of Current Expense Dept. 172 Facilities Budget. No supplemental required.

## Recommendation

The Juvenile Administrative Services Manager reviewed the proposals and recommends award of the bid to Apollo Mechanical Contractors Facility Service.

## Suggested Motion

Approve as part of consent agenda.

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

**BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;**

**IN THE MATTER OF AWARDING CONTRACT FOR KITCHEN PREVENTATIVE MAINTENANCE & AS-NEEDED REPAIRS TO APOLLO MECHANICAL CONTRACTORS FACILITY SERVICE OF KENNEWICK, WA AND AUTHORIZING THE CHAIRS TO SIGN SAID CONTRACT**

**WHEREAS**, bids were solicited for the Kitchen Preventative Maintenance & As-Needed Repairs Contract; and

**WHEREAS**, two bids were received from the following vendors:

- Apollo Mechanical Contractors, Kennewick, WA (UBI 600-443-607)
- Yoder Inc., Kennewick, WA (UBI 600-500-258)

**WHEREAS**, the Administrative Services Manager recommends award of the bid to Apollo Mechanical Contractors Facility Service; and

**WHEREAS**, the Administrative Services Manager recommends the Chairs sign said contract; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington the Boards concur with the Administrative Services Manager's recommendation and award bid for Kitchen Preventative Maintenance & As-Needed Repairs to Apollo Contractors Facility Service, in an amount not to exceed \$40,000.00 including W.S.S.T; and

**BE IT FURTHER RESOLVED**, that the Chairs are authorized to sign the attached Contract; and

**BE IT FURTHER RESOLVED**, the term of the attached Contract commences October 1, 2022 and shall expire September 30, 2023.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2022

BENTON COUNTY BOARD OF COMMISSIONERS

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2022

FRANKLIN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

Opened June 29, 2022, 2:13 p.m.: Kitchen Maintenance & Repairs				
Documents Received	Coffee Refrigeration		Apollo Mechanical Contractors, Inc.	
	Bidder 1	Bidder 2	Bidder 3	Bidder 4
Bid Proposal	X	X		
Prevailing Wage Weekday Rates	\$175.00	\$115.00		
Prevailing Wage Weekend Rates	\$262.50	\$172.00		
Call Out/Truck/Mileage Fees	\$30.00	\$25.00		
Parts - Cost Markup %	70%	30%		

**Note: This bid comparison form represents to the best of our knowledge the items specified and approved. These tabulations do not constitute an award to the low bidder, an award letter will be emailed along with a contract, before September 6, 2022.**

**BENTON-FRANKLIN COUNTIES  
PUBLIC WORKS CONTRACT**

**TERMS AND CONDITIONS**

**THIS Contract** is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 and **FRANKLIN COUNTY**, a political subdivision with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and **Apollo Sheet Metal, Inc. dba: Apollo Mechanical Contractors**, a corporation organized under the laws of the State of Washington with its principal offices at 1133 W. Columbia Drive, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

**1. CONTRACT DOCUMENTS**

This Contract consists of these Terms and Conditions and the following documents:

- a. Exhibit A - Bid Form dated 08/31/2022; and
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts; and
- c. Exhibit C - Security Background Check Form; and

**2. DURATION OF CONTRACT**

The initial term of this Contract shall begin on October 1, 2022 and shall terminate on September 30, 2023. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date. Upon mutual agreement of both parties, this Contract may be extended by written amendment for a maximum of one additional 12-month period.

**3. SERVICES PROVIDED**

- a. The CONTRACTOR agrees to provide quarterly inspections and as-needed repair and maintenance services in accordance with the Request for Proposal and CONTRACTOR'S Proposal Form, attached hereto as Exhibits A incorporated herein by reference, for equipment in the kitchen of the Benton-

Franklin Counties Juvenile Justice Center, located at 5606 W Canal Place, Suite 106, Kennewick, WA 99336. Quarterly inspections of the equipment must be performed at regular intervals during the calendar year with appropriate dates and times to be determined by the parties.

- b. In the event that the requested work encompasses work that is legally required to be completed by another type of Contractor, CONTRACTOR shall inform COUNTIES of that fact and shall coordinate with COUNTIES to complete the work in conjunction with the other Contractor. In the event that the requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTIES for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.
- c. Upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTIES' Contract Representative, or his or her designee, prior to the CONTRACTOR leaving the work site.
- d. With respect to as-needed repair and maintenance services provided by the CONTRACTOR under this contract, the COUNTIES does not guarantee utilization of this contract. The COUNTIES may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTIES.
- e. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.
- f. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- g. Each of the CONTRACTOR'S employees or subcontractors who will be working onsite at the Detention facility are required to submit a Background Check Authorization and Release form and be approved to work on the site by COUNTIES, as further outlined in Section 29.

- h. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- i. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTIES.

#### 4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

a. For CONTRACTOR:

Name: Tanner Tobin  
Address: 1133 W. Columbia Drive  
Kennewick, WA 99336  
Phone: 509-586-1104  
Email: [tanner.tobin@apollosm.com](mailto:tanner.tobin@apollosm.com)

b. For COUNTIES:

Name: David Wheeler  
Juvenile Administrator  
Address: 5606 W Canal Pl, Ste 106  
Kennewick, WA, 99336  
Phone: (509) 783-2151  
Email: [David.Wheeler@co.benton.wa.us](mailto:David.Wheeler@co.benton.wa.us)

#### 5. COMPENSATION

- a. The CONTRACTOR shall be paid for performing quarterly inspections and as-needed repair and maintenance services for kitchen equipment the Detention facility in accordance with Section 3.a. of this Contract at the rates set forth in Exhibit A. All necessary parts shall be reimbursed at actual cost plus 30 % markup. CONTRACTOR shall submit copies of invoices showing actual cost of the parts with all invoices being billed to the COUNTIES for parts.
- b. The maximum total amount payable for the As-Needed Repairs by the COUNTIES to the CONTRACTOR under this Contract shall not exceed Fourty Thousand Dollars and Zero Cents (\$40,000.00),

including W.S.S.T. The CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the maximum total amount payable set forth in this section and that its total billings will not exceed the maximum total amount payable. The CONTRACTOR shall inform the COUNTIES promptly in writing if the CONTRACTOR's cumulative accounts receivable attributable to the COUNTIES, pursuant to this Contract, reaches eighty percent (80%) of the maximum total amount payable so that budgeting and approval of additional amounts may be obtained (if appropriate). Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract.

- c. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov/> and then forward a copy of the statement to COUNTIES' Contract Representative. At the end of the contract term the CONTRACTOR shall submit an Affidavit of Wages Paid via <https://secureaccess.wa.gov/> and then forward a copy of the affidavit to COUNTIES' Contract Representative. No final payment will be made until the affidavit is provided. COUNTIES requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with <https://secureaccess.wa.gov/>.
- d. The CONTRACTOR may invoice the COUNTIES for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per contract and one Affidavit of Wages Paid per contract.
- e. No payment shall be for any work performed by CONTRACTOR, except for work identified and set forth in this Contract.

6. **INVOICING**

- a. The CONTRACTOR may submit invoices to the COUNTIES for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTIES as required in Section 3.c. of this Contract.
- b. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract shall submit a Statement of

Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov> and then forward a copy of the statement to the COUNTIES' Contract Representative.

- c. The CONTRACTOR shall not be paid for work rendered under this Contract until all required parties have executed and submitted a Statement of Intent to Pay Prevailing Wages in accordance with this section and the work has been performed to the satisfaction of the COUNTIES. The COUNTIES shall only be liable to pay for invoiced amounts that are detailed and supported as described in this section. The COUNTIES shall authorize payment when the work billed is accepted by the COUNTIES and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.
- d. For each invoiced and approved payment due to the CONTRACTOR under this section, the COUNTIES shall withhold from the earned portion of the payment (i.e. that portion excluding sales tax or other tax) five percent (5%) as a contract retainage, pursuant to RCW 60.28.011 and in accordance with chapter 60.28 RCW. Within ten (10) days following the execution of this Contract, the CONTRACTOR shall submit written notice to the COUNTIES stating the method it has elected pursuant to RCW 60.28.011(4) for the holding of moneys retained by the COUNTIES. If such written election is not received by the COUNTIES, then the COUNTIES may choose any method allowed by RCW 60.28.011(4)(a)-(c) for holding the retained moneys.

#### **7. AMENDMENTS AND CHANGES IN WORK**

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTIES.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTIES.



8. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTIES and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTIES. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTIES or its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR or its subcontractors, employees, or agents and the COUNTIES or 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 and its subcontractors, employees, and agents.
- b. In any and all claims against the COUNTIES or its officers, officials, employees, or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this 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. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.

- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTIES to enter into this Contract, are reflected in the CONTRACTOR'S compensation, and have been mutually negotiated by the parties.

9. **INSURANCE**

The CONTRACTOR shall obtain and maintain continuously the following insurance:

- a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTIES for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTIES incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTIES. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTIES by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES to CONTRACTOR for performance of this Contract.

- b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability

coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury and Advertising Injury  
\$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTIES and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTIES.

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident  
\$1,000,000 Policy Limit for Disease  
\$1,000,000 Each Employee for Disease

- c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims that may arise from the performance of this

Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES and its elected and appointed officers, officials, employees, and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTIES shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTIES shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements

expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

**e. Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability, and Workers' Compensation, shall specifically include the COUNTIES and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES or its elected and appointed officials, employees, or agents shall be excess of the

CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTIES' Contract Representative referenced in Section 4.
3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: 7122 W Okanogan Place, Ste. E330, Kennewick, WA 99336.

#### **10. PERFORMANCE AND PAYMENT BONDS**

The CONTRACTOR shall furnish the COUNTIES with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to the COUNTIES, in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the Contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that the CONTRACTOR may elect, in lieu of the bonds, to allow the COUNTIES to retain ten percent (10%) of the contract amount either for a period of thirty (30) days after the date of final acceptance, or until all necessary releases from the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Employment Security Department have been received and any liens filed under chapter 60.28 RCW have been settled, whichever is later. Proof of the performance and payment bonds, or written notification of the CONTRACTOR'S desire to elect the alternative to the bonds (described above), must be received by COUNTIES within ten (10) days following the execution of this Contract.

#### **11. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

## 12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTIES benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTIES employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTIES.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required for the performance of work under this Contract by federal, state, or local law that is now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES' Contract Representative or designee.

## 13. INSPECTION OF BOOKS AND RECORDS

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTIES upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

## 14. CHOICE OF LAW AND JURISDICTION

This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws

of the State of Washington, both as to its interpretation and performance.

**15. SUCCESSORS AND ASSIGNS**

The COUNTIES, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

**16. TERMINATION**

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determines in its sole discretion that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTIES pursuant to this Contract or by law.

**17. COMPLIANCE WITH LAWS AND PREVAILING WAGES**

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors, and sub-subcontractors who do any work for the CONTRACTOR on this project. The CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages and that the signed agreement is submitted to the COUNTIES prior to subcontractor commencing any work on the project. This schedule of prevailing wages is duplicated from the Washington State Department of Labor and Industries website, it is provided for informational purposes only, and the COUNTIES takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then the CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay



prevailing wages.

**18. NONDISCRIMINATION**

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, or the presence of any sensory, mental, or physical disability.

**19. DISPUTES**

Disputes over the CONTRACTOR's performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTIES' Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTIES' Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

**20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

The CONTRACTOR shall perform the services under this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior written consent of the COUNTIES.

**21. VERIFICATION OF SUBCONTRACTOR RESPONSIBILITY CRITERIA**

A public works contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

**22. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or

understandings not incorporated in this Contract are specifically excluded.

### **23. NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4 of this Contract. Notice may also be given by e-mail, using the e-mail addresses set forth in Section 4 of this Contract, with the original to follow by regular mail. Notice shall be deemed effective three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

### **24. SEVERABILITY**

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

### **25. LITIGATION HOLD NOTICE**

In the event the COUNTIES learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR regarding the work performed under this Contract may be of evidentiary value, the COUNTIES may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled purge schedule.

## **26. PUBLIC RECORDS ACT**

The CONTRACTOR hereby acknowledges that the COUNTIES is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made the COUNTIES may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTIES that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTIES' release of records covered under the Public Records Act. The COUNTIES agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

## **27. SURVIVABILITY**

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

## **28. CONFIDENTIALITY**

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTIES or acquired by the COUNTIES in performance of this Contract, except upon the prior written consent of the COUNTIES or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTIES written notice of any judicial proceeding seeking disclosure of such information.

## **29 SECURITY BACKGROUND CHECK**

The CONTRACTOR, its employees, subcontractors, and employees who will be working onsite will be required to complete in full the Security Background Check form attached hereto and referenced herein as Exhibit C. Successful completion of the background


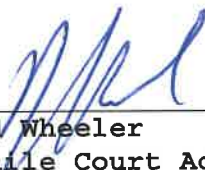
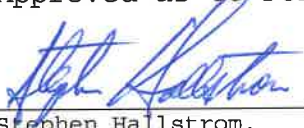
check, as determined by the COUNTIES, is required prior to the first day of work or entry into the Juvenile Justice Center. The completed form and copy of driver's license of employees, subcontractors, and employees who will be working onsite should be emailed to [Rosa.Garcia@co.benton.wa.us](mailto:Rosa.Garcia@co.benton.wa.us) or faxed to (509) 736-2728 attention: BFJJC Background. The CONTRACTOR agrees to remove any of its employees, or subcontractor employees, prior to performance hereunder if the sole discretion of the COUNTIES said employees fail the Security Background Check. CONTRACTOR agrees to provide the COUNTIES notice if during the performance of work hereunder any of its' employees, or subcontractors' employees, are charged with or convicted of any crime. If the CONTRACTOR, its employees, subcontractors, or their employees discover that a friend or family member is in the Juvenile Detention Center's custody they must immediately notify detention staff.

Fingerprints will be taken and submitted to Washington State Patrol for verification. A complete fingerprint based criminal history check and local criminal history will be completed by the Administrative Secretary. Information regarding any felony or misdemeanor conviction history will be presented to the Juvenile Administor for a determination if the individual will be allowed UNESCORTED access to the facility.

It will be solely determined by the COUNTIES if the successful Bidder, its employees, subcontractors, and the subcontractor employees will be required to complete the CJIS online training. This is a web-based training accessible from any computer.

- This section was intentionally left blank -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and it is effective on October 1, 2022.

<b>APOLLO SHEET METAL, INC.</b> <b>DBA: APOLLO MECHANICAL CONTRACTORS</b>	<b>Benton-Franklin Counties</b> <b>Juvenile Justice Center</b>
<div> <div>DocuSigned by:</div> <div>  </div> <div>2/2022   5:03 PM EDT</div> </div> <div> <div>EA718C4BC18C443</div> <div>Dale Hollandsworth</div> <div>Date</div> </div>	<div>  <div>9/21/2022</div> </div> <div> <div>David Wheeler</div> <div>Juvenile Court Administrator</div> <div>Date</div> </div>
<p align="center"><b>BENTON COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> <div>  <div>09/13/22</div> </div> <div> <div>Stephen Hallstrom,</div> <div>Deputy Prosecuting Attorney</div> <div>Date</div> </div> <div> <div>By: _____</div> <div>Name: _____</div> <div>Title: _____</div> <div>Date: _____</div> </div> <div> <div>Attest:</div> <div>Clerk of the Board: _____</div> </div>	<p align="center"><b>FRANKLIN COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> <div> <div>Civil Deputy Prosecuting Attorney</div> <div>Date</div> </div> <div> <div>By: _____</div> <div>Name: _____</div> <div>Title: _____</div> <div>Date: _____</div> </div> <div> <div>Attest:</div> <div>Clerk of the Board: _____</div> </div>



# Exhibit A - Bid Form



— MECHANICAL CONTRACTORS —  
Facility Services

**EXHIBIT A****PROPOSAL FORM**

Project Identification: As-Needed Maintenance and Repair Services  
for Kitchen Equipment Systems at  
Benton-Franklin Counties Juvenile Justice Center  
Kennewick, Washington

Proposal Submitted To: Rosa Garcia  
Benton-Franklin Counties Juvenile Justice Center  
5606 W Canal Place, Suite 106  
Kennewick, WA 99336  
[Rosa.Garcia@co.benton.wa.us](mailto:Rosa.Garcia@co.benton.wa.us)

Proposal should not include any taxes or L&I Fees.

1. Prevailing Wage labor rate.

a. (8am to 5pm weekdays): \$ 115.00

b. (Saturday, Sunday and 5pm – 8am weekdays): \$ 172.00

2. Call Out/Truck/Mileage Fees: \$ 25.00 Truck

3. Parts – Cost plus 30 % Markup

Submitted on 31 of August, 2022

The undersigned hereby certifies and represents to signing this proposal on behalf of the Contract and is authorized to do so.

Apollo Sheet Metal, Inc.  
DBA: Apollo Mechanical Contractors

APOLLSM187MK /  
Contractor's License # APOLLMC864JQ

Legal Name of Organization

  
Signature of Authorized Person

Tanner Tobin  
Printed Name of Authorized Person

Service Manager  
Title

certified by the Department) to the agency administering the contract in order to receive payment. Intent forms must be filed prior to the start of work, if possible. Affidavits are filed after completion of the work. Approval and certification of those forms by the industrial statistician is based on the information provided on the forms and does not constitute approval of the classifications of labor reported.

**10. BIDDER QUALIFICATIONS:**

A minimum of five (5) years in the installation and repair of industrial and correctional grade kitchen equipment is required to qualify as a Bidder.

**12. PERSONNEL:**

The Bidder shall use trained personnel in their direct employment. These individuals must be trained to keep all equipment included in this proposal properly maintained.

 Tanner Tobin, Service Manager  
\_\_\_\_\_  
Authorized Signature and Title for Contractor



**State of Washington**  
**Department of Labor & Industries**  
 Prevailing Wage Section - Telephone 360-902-5335  
 PO Box 44540, Olympia, WA 98504-4540

### Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

#### Journey Level Prevailing Wage Rates for the Effective Date: 08/31/2022

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Benton	<a href="#">Plumbers &amp; Pipefitters</a>	Journey Level	\$88.41	<a href="#">6Z</a>	<a href="#">1Q</a>		<a href="#">View</a>
Benton	<a href="#">Sheet Metal Workers</a>	Journey Level (Field or Shop)	\$71.93	<a href="#">5A</a>	<a href="#">1X</a>		<a href="#">View</a>

JUDGES  
Hon. Jacqueline J. Shea-Brown  
Hon. Joseph M. Burrowes  
Hon. Samuel P. Swanberg  
Hon. David L. Petersen  
Hon. Jacqueline I. Stam  
Hon. Norma Rodriguez  
Hon. Diana N. Ruff

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



DAVID WHEELER, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

DARIN R. CAMPBELL  
ARTHUR D. KLYM  
BRANDON P. HOLT  
Court Commissioners

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON

**Exhibit C**

### BACKGROUND CHECK AUTHORIZATION AND RELEASE

**PRINT LEGIBLY:**

Department

Position Title

Last Name

First Name

Middle Name

All Other Previous Names Used

Date of Birth (MM/DD/YYYY)

Driver's License Number/State

Social Security Number

States of Residence (Current and all former within last 10 years)

#### Physical Description

This information is used strictly  
As police and driving record identifiers.

Height

Weight

Color of Hair

Color of Eyes

Gender

Race

Date of Birth

Place of Birth

BFJJC DOES NOT DISCRIMINATE

#### Acknowledgement

A background check is required of all Benton-Franklin Counties Juvenile Justice Center (BFJJC) employees and volunteers, as well as, contractors assigned to work in secure areas. Successful completion of the background check, as determined by BFJJC, is required prior to the first day of work. **I understand that employment or volunteer status with BFJJC is contingent upon the results of a background check. I understand that adverse findings during my background check may result in withdrawal of any offer of employment/assignment with BFJJC, and/or termination of my employment/assignment with BFJJC. I further understand that if I am found to have made any false or misleading statements in my application or background check materials, I may be disciplined or have my employment/volunteer status terminated even after I have started to work, and may subject myself to criminal prosecution.**

#### Authorization and Release

I hereby authorize BFJJC to conduct a background check in connection with my application for employment/assignment with BFJJC. **I understand that this background check may include, but is not limited to, a review of records on file with the Washington State Patrol, the FBI National Crime Information Computer (NCIC) and Interstate Identification Index (III), local law enforcement agencies, the Department of Licensing, courts of law, and other agencies, and also may, depending upon my assignment, involve fingerprinting. I understand that a more comprehensive background check is required for certain BFJJC positions and may include review of records relating to arrests and/or other contacts with law enforcement.**

I hereby authorize and request any person, government entity, law enforcement or criminal justice agency and/or other organization (public or private) to provide any information and/or records solicited by BFJJC in connection with my application for and/or work with BFJJC. I hereby release those persons and entities, and BFJJC, its elected officials, judges, directors, appointees, managers, employees, volunteers, agents, and assigns, from any and all liability that may result from providing and/or soliciting such information and/or records. A facsimile copy or photocopy of this waiver shall have the same force and effect as a copy with my original signature.

### **Adverse History Information**

The following information pertains to all incidents, whether under Washington State law, the law of another State, or federal law. If you answer "yes" to any question, please provide details including the date, location/jurisdiction, case number, charge if applicable, and arresting agency if possible.

- Have you ever been convicted of, or are you currently charged with, any crime (this includes adjudications as a juvenile unless expunged or vacated)?

☐ NO ☐ YES, if yes explain:

- Have you ever been found by way of any judicial, administrative, or employer process or investigation to have committed sexual harassment or to have engaged in any other forcible or nonconsensual sexual conduct?

☐ NO ☐ YES, if yes explain:

- Have you ever been terminated from employment or a previous position (including volunteer positions), or permitted to resign in lieu of termination?

☐ NO ☐ YES, if yes explain:

### **Continuing Nature of Adverse Information**

I understand that during all times I am employed by, or have volunteer status with, BFJJC, that I am required to inform my immediate supervisor any time I am charged with or convicted of any crime, and any time I am named as a defendant/respondent in any lawsuit or complaint alleging sexual harassment or other forcible or nonconsensual sexual conduct. I understand that failure to make such notification within one business day of such action, excluding any time I am incarcerated or otherwise incapable of making such notification, shall be grounds for discipline up to and including immediate termination of my employment or volunteer status with BFJJC.

**I have read, fully understand, and voluntarily provide this Authorization and Release. By signing below, I also certify, under penalty of perjury as provided by the laws of the State of Washington, that I am the person identified above, and that all of the biographical, adverse history, and other information provided above is true, correct, and complete to the best of my knowledge.**

\_\_\_\_\_  
**Signature Of Applicant**

\_\_\_\_\_  
**Date**

**Applicant: A copy of your valid Washington State Driver's License or ID card must be included with this form when returned**

*A minimum of two days required for processing.*

**DO NOT WRITE BELOW THIS LINE**

\_\_\_\_\_  
**Comments:**

Who this form was given to for check: \_\_\_\_\_ Date: \_\_\_\_\_ Approved – OK to use employee \_\_\_\_\_  
Please initial

Police & Driving Record Checks Done by: \_\_\_\_\_ Date: \_\_\_\_\_

Manager to Return to and by what date: \_\_\_\_\_ Date: \_\_\_\_\_ Disapproved – Do not use employee \_\_\_\_\_  
Please initial