

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 04/18/23 BC 05/02/23
Subject:	Award Public Works Contract to Tradeservices Northwest, Inc. dba Mr. Rooter Plumbing
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	David Wheeler
PA Review, Approval to Form: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
<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 from contractors on the Benton County Small Works Roster for on-call plumbing maintenance and repair services for the Juvenile Justice Center.

Only two proposals were received:

- Clearwater Tech, LLC dba Roto Rooter Service, Pasco, WA (UBI No. 603-254-301) - \$45,925.00 quote, excluding WSST
- Tradeservices Northwest, Inc. dba Mr. Rooter Plumbing, Kennewick, WA (UBI No. 602-002-876) - \$40,595.83 quote, excluding WSST

The Juvenile Administrator determined that Tradeservices Northwest, Inc. dba Mr. Rooter Plumbing was the lowest responsive bidder.

Fiscal Impact

Amount not to exceed \$41,000.00, excluding WSST, to be paid out of Current Expense Dept. 172 Facilities Budget. No supplemental required.

Recommendation

The Juvenile Administrator reviewed the proposal and recommends contracting with Tradeservices Northwest, Inc., dba Mr. Rooter Plumbing.

Suggested Motion

Approved 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 TRADESERVICES NORTHWEST, INC. DBA MR. ROOTER PLUMBING
THE PUBLIC WORKS CONTRACT FOR "ON CALL" PLUMBING MAINTENANCE AND REPAIR AT THE
BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER, KENNEWICK, WA

WHEREAS, the following quotes were solicited from the MRSC Small Works Roster for "on-call" plumbing
maintenance and repairs:

- Clearwater Tech, LLC dba Roto Rooter Service, Pasco, WA (UBI No. 603-254-301) - \$45,925.00,
excluding WSST
- Tradeservices Northwest, Inc. dba Mr. Rooter Plumbing, Kennewick, WA (UBI No. 602-002-876) -
\$40,595.83, excluding WSST

WHEREAS, the Juvenile Administrator determined that Tradeservices Northwest, Inc. dba Mr. Rooter Plumbing
was the lowest responsive bidder; and

WHEREAS, the Juvenile Administrator recommends awarding the Public Works Contract to Tradeservices
Northwest, Inc. dba Mr. Rooter Plumbing; **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 Juvenile
Administrator's recommendation and hereby award the Public Works Contract to Tradeservices Northwest, Inc.
dba Mr. Rooter Plumbing in an amount not to exceed \$41,000.00, excluding WSST; and

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

BE IT FURTHER RESOLVED, the term of the attached contract shall commence April 1, 2023, and shall expire
on June 30, 2024.

DATED this ____ day of _____ 2023
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this ____ day of _____ 2023
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chair of the Board

Commissioner

Chair Pro Tem

Commissioner

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest: Clerk of the Board

Attest: Clerk of the Board

**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 of the State of Washington, 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 **Tradeservices Northwest Inc., dba Mr. Rooter Plumbing** a corporation organized under the laws of the State of Washington with its principal offices at 214610 E SR 397, Kennewick, Washington 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 and Rate Sheet dated March 16, 2023; and
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts.

2. DURATION OF CONTRACT

The term of this Contract shall begin on April 1, 2023 and shall expire on June 30, 2024. 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. The COUNTIES reserve the right to renew the Contract for one (1) year without advertising.

3. SERVICES PROVIDED

- a. The CONTRACTOR shall provide on-call plumbing and repair work as directed by the Counties for the Benton-Franklin Juvenile Justice Center location. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Plumbing Maintenance and Repair Services", which is attached hereto and incorporated herein by reference.

- 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. 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. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- h. 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: Shaylin E. King, President
Address: 214610 E SR 397
Kennewick, WA 99336
Phone: 509-307-9652
Cell: 509-628-9069
Email: Shaylin.mrrootertc@gmail.com

b. For COUNTIES:

Name: David Wheeler, Administrator
Address: 5606 W Canal Drive, Ste. 106
Kennewick, WA 99336
Phone: 509-737-2745
Email: David.Wheeler@co.benton.wa.us

5. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit A, which is attached hereto and incorporated herein by reference.
- b. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed Forty One Thousand Dollars and Zero Cents (\$41,000.00), not 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 completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, 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.

7. RETAINAGE

- a. 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 award of 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.
- b. In lieu of COUNTIES withholding earned portion of payment, CONTRACTOR may elect to submit a retainage bond with sufficient sureties acceptable to COUNTIES, in an amount equal to five percent (5%) of the Contract sum. Proof of the retainage bond must be received by COUNTIES within ten (10) days following the award of Contract.

8. 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.

9. 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 9 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.

10. 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 9. 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 10 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: Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal Drive, Ste. 106, Kennewick, WA 99336.

11. PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR shall furnish COUNTIES with a Performance Bond and Labor and Materials Payment Bond, in addition to the 5% being withheld for retainage, with sufficient sureties acceptable to 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, in addition to the 5% being withheld for retainage, 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 award of the bid. CONTRACTOR shall be responsible to ensure the acceptable Performance Bond and Labor and Materials Payment Bond remain equal to one hundred percent (100%) of the Contract sum, including the amount of any change orders or Contract amendments.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 ten (10) 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.
- b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines in its sole discretion that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTIES. In that event, the COUNTIES shall pay the CONTRACTOR for all 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. VERIFICATION OF SUBCONTRACTOR RESPONSIBILITY CRITERIA

If written consent is obtained to subcontract pursuant to Section 21, CONTRACTOR shall then 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 19.28 RCW, or an elevator 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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: indemnification provisions (Sections 9 and); extended reporting period requirements for professional liability insurance (Section 10(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 29).

29. 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 their employees who will be working onsite will be required to complete in full the Security Background Check, which can be attained from Juvenile Administration Office. Successful completion of the background check, as determined by the COUNTIES, is required prior to the first day of work or entry into the detention facility. The COUNTIES reserves the right to interview CONTRACTOR employees, or subcontractor employees as part of the security background process. The CONTRACTOR agrees to remove any of its employees, or subcontractor employees, prior to performance hereunder if in the sole discretion of the COUNTIES said employees fail the Security Background Check. In addition, 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. Finally, if the CONTRACTOR, its employees, subcontractors, or their employees are working in the detention area and discover that a friend or family member is in the detention's custody they must immediately notify detention staff.

If fingerprints are required, CONTRACTOR, its employees, subcontractors, and their employees who will be working onsite must present themselves, their government issued identification to the Administration staff at the Benton-Franklin Juvenile Justice Center. 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 Administration staff. Information regarding any felony or

misdemeanor conviction history will be presented to the Juvenile Administrator for a determination if the individual will be allowed UNESCORTED access to the facility. Any felony convictions for a CONTRACTOR'S employee will be presented to the Washington State Patrol WSP ACCESS section to determine if they will allow unescorted access to locations which have access to the network housing the ACCESS program; which is anything connecting to the COUNTIES network and the majority of computers within the facilities.

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

- This section left blank intentionally -

Tradeservices Northwest, Inc. dba Mr. Rooter Plumbing	Benton-Franklin Counties Juvenile Justice Center
 	 
Shaylin E. King President	David Wheeler Juvenile Court Administrator
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
Approved as to Form:  	Approved as to Form:
Stephen Hallstrom, Deputy Prosecuting Attorney	Civil Deputy Prosecuting Attorney
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____

JUVENILE JUSTICE CENTER BID FORM

Plumbing Maintenance and Repair

Company Name Tradeservices Northwest INC DBA Mr Rooler Plumbing

ACKNOWLEDGEMENT OF ADDENDA:

The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated 3-15-2023

Addendum No. 2, dated 3-15-2023

BID AMOUNT (SHALL EQUAL THE BID AMOUNT(Grand Total) IN ATTACHED EXCEL WORKSHEET):

Bid Amount (Grand Total) (excluding Washington State Sales Tax) \$ 40595.83

Bid Amount (Grand Total) (excluding Washington State Sales Tax), in words

fourty thousand five hundred nintey five and 83/100

GENERAL ACKNOWLEDGEMENT:

The undersigned hereby certifies that they have examined the entire bid packet, and has read and thoroughly understands the contract governing the work embraced in this bid and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this bid in accordance with industry standards, and the attached schedule of rates and prices.

BID BOND:

The undersigned hereby certifies that a proposal guaranty in an amount of five percent (5%) of the total bid, and in one of the forms as indicated below, is attached hereby:

Cashier's Check	<u>xxxxxx</u>	In the Amount of <u>2029.49</u>
Certified Check	<u> </u>	(\$ <u>2029.49</u>) Payable to the County Treasurer of Benton County, Washington.
Bid Bond	<u> </u>	In the amount of 5% of the Bid.

CONTRACTOR'S LICENSE:

The undersigned states that it is a duly licensed contractor, for the type of work proposed, in the State of Washington, and that all fees, permits, etc., pursuant to submitting this bid have been paid in full.

PUBLIC WORKS TRAINING:

The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Counties Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance

Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.

SUBMISSION OF BID

Respectfully submitted this 16 day of march 2023 2022.

COMPANY NAME: Tradeservices Northwest inc DBA Mr Rooter Plumbing

AUTHORIZED SIGNATURE: 

TYPE OR PRINT NAME: Shaylin E King

TITLE: President

STREET ADDRESS: 214610 E SR 397

CITY, STATE, ZIP: Kennewick

TELEPHONE NO.: 509-307-9652 cell 509-628-9069

EMAIL: Shaylin.mrrrooterc@gmail.com

CONTRACTOR'S LICENSE NO.: mrroorp781NC

UBI NO.: 602002876

WASHINGTON STATE EMPLOYMENT SECURITY NO.: 101138008



Plumbing Maintenance & Repair - Rate Sheet

Company Name:				
Parts Markup		% Markup	Estimated Amount Needed	Total Cost
Year #1		0.50	\$ 1,000	\$ 1,500.00
Year #2		0.50	\$ 1,000	\$ 1,500.00
			Parts Subtotal:	\$ 3,000.00
Year #1 Rates				
Task	Hourly Rate	Estimated # of Hours	Total Cost	
General Plumbing				
Labor (Regular Hourly Rate)	302.45	10	\$	3,024.50
Labor (Overtime Hourly Rate)	453.67	5	\$	2,268.35
Labor (Double-time Rate)	604.90	2	\$	1,209.80
Year #2 Rates				
Task	Hourly Rate	Estimated # of Hours	Total Cost	
General Plumbing				
Labor (Regular Hourly Rate)	325.45	10	\$	3,254.50
Labor (Overtime Hourly Rate)	488.17	5	\$	2,440.85
Labor (Double-time Rate)	650.90	2	\$	1,301.80
			General Plumbing Subtotal:	\$ 13,499.80
Year #1 Rates				
Task	Hourly Rate	Estimated # of Hours	Total Cost	
Drain Cleaning				
Labor (Regular Hourly Rate)	302.45	5	\$	1,512.25
Labor (Overtime Hourly Rate)	453.67	2	\$	907.34
Labor (Double-time Rate)	604.90	2	\$	1,209.80
Year #2 Rates				
Task	Hourly Rate	Estimated # of Hours	Total Cost	
Drain Cleaning				
Labor (Regular Hourly Rate)	325.45	5	\$	1,627.25
Labor (Overtime Hourly Rate)	488.17	2	\$	976.34
Labor (Double-time Rate)	650.90	2	\$	1,301.80
			Drain Cleaning Subtotal:	\$ 7,534.78
Year #1 Rates				
Task	Hourly Rate	Estimated # of Hours	Total Season Rate	
Hydro Jetting/Mainline Machine Rates				
Labor (Regular Hourly Rate)	700.00	1	\$	700.00
Labor (Overtime Hourly Rate)	1,050.00	1	\$	1,050.00
Labor (Double-time Rate)	1,400.00	1	\$	1,400.00
Year #2 Rates				
Task	Hourly Rate	Estimated # of Hours	Total Season Rate	
Hydro Jetting/Mainline Machine Rates				
Labor (Regular Hourly Rate)	725.00	1	\$	725.00
Labor (Overtime Hourly Rate)	1,087.50	1	\$	1,087.50
Labor (Double-time Rate)	1,450.00	1	\$	1,450.00
			Hydro Jetting/Mainline Machine Rates Subtotal:	\$ 6,412.50



Plumbing Maintenance & Repair - Rate Sheet

Company Name:				
Task	Year #1 Rates			
Camera Rates	Hourly Rate	Estimated # of Hours	Total Season Rate	
Labor (Regular Hourly Rate)	500.00	1	\$	500.00
Labor (Overtime Hourly Rate)	750.00	1	\$	750.00
Labor (Double-time Rate)	1,000.00	1	\$	1,000.00
Task	Year #2 Rates			
Camera Rates	Hourly Rate	Estimated # of Hours	Total Season Rate	
Labor (Regular Hourly Rate)	512.50	1	\$	512.50
Labor (Overtime Hourly Rate)	768.75	1	\$	768.75
Labor (Double-time Rate)	1,025.00	1	\$	1,025.00
Camera Rates Subtotal:			\$	4,556.25
Task	Year #1 Rates			
Septic Pumping Rates (1,000 Gallons)	Event/Gallon Rate	Estimated # of Events/Gallons	Total Season Rate	
Flat Event Rate (Regular Rate)	475.00	2	\$	950.00
Flat Event Rate (Overtime Rate)	712.50	1	\$	712.50
Flat Event Rate (Double-time Rate)	950.00	1	\$	950.00
Per Gallon Rate in Excess of 1,000 Gallons	0.45	250	\$	112.50
Task	Year #2 Rates			
Septic Pumping Rates (1,000 Gallons)	Hourly/Gallon Rate	Estimated # of Events/Gallons	Total Season Rate	
Flat Event Rate (Regular Rate)	500.00	2	\$	1,000.00
Flat Event Rate (Overtime Rate)	750.00	1	\$	750.00
Flat Event Rate (Double-time Rate)	1,000.00	1	\$	1,000.00
Per Gallon Rate in Excess of 1,000 Gallons	0.47	250	\$	117.50
Septic Pumping Rates Subtotal:			\$	5,592.50
			\$	40,595.83

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: 3/17/23

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	*Risk Class
Benton	Plumbers & Pipefitters	Journey Level	\$88.41	<u>6Z</u>	<u>1Q</u>		View