

AGENDA REQUEST FORM

**Return completed form and complete agenda item to the Clerk of the Board
Yakima County Commissioners' Office, Room 232**

Prepared by:
Brian Griff, Director

Department: Facilities Services

Requested Agenda Date: June 2, 2020

Presenting: Brian Griff

Board of County Commissioners Record Assigned

125 - 2020

Yakima County, WA

APPROVED FOR AGENDA:

Consent Regular

Board of County Commissioners Determined

Document Title:
Execute On-Call Electrical Maintenance Contract with Core Northwest, LLC., 5836 Scenic Ridge Loop, Yakima, WA 98908.

Action Requested: *Check Applicable Box*

PASS RESOLUTION EXECUTE or AMEND AGREEMENT CONTRACT or GRANT

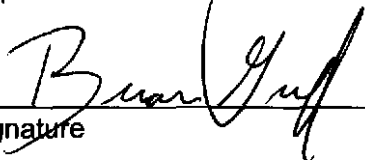
ISSUE PROCLAMATION PASS ORDINANCE OTHER _____


Describe Fiscal Impact:
The contract sum shall be in an amount not to exceed \$95,000.00 annually including WSS1.

Background Information:
Execute on-call electrical contract for diagnosis, maintenance, repair, installation, and replacement activities of electrical parts and equipment for Yakima County Facilities Services.

Summary & Recommendation:
Director of Facilities Services recommends awarding contract to Core Northwest, LLC.

Motion:
Execute On-Call Electrical Maintenance Contract.

Department Head/ Elected Official

Signature

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial 

Late Agenda Requests Require BOCC Chairman Signature:

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PUBLIC WORKS MAINTENANCE/ON-CALL CONTRACT Yakima County, WA

THIS AGREEMENT is made this day between Yakima County, a Washington municipal corporation (hereinafter referred to as the "County") and **CORE NORTHWEST, LLC**, a licensed contractor registered with the State of Washington under license number **CORENNL852CD** and WA UBI number **603 472 838** (hereinafter referred to as "Contractor"). The County and Contractor hereby agree as follows:

SECTION 1. PURPOSE

Contractor was selected from the small work roster maintained by the County to perform certain public work for the County, the value of which was less than the amount requiring formal bids. The purpose of this agreement is to set forth the scope of project, compensation, scheduling, insurance and other items as set forth below.

SECTION 2. THE CONTRACT DOCUMENTS

The Contract Documents consist of this agreement, the bid proposal, addenda issued prior to execution of this agreement, and change orders issued after execution of this agreement. The Contract Documents constitute the contract, and are as fully a part of the contract as if attached to this agreement or repeated herein, and represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, representations or agreement, either written or oral.

SECTION 3. THE WORK OF THIS CONTRACT

The Contractor shall fully execute the work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. This contract is renewable for up to five years on a yearly renewal basis at the discretion of the County.

The scope of work shall include furnishing all labor, equipment and materials necessary to perform the work as follows: **On-Call Electrical Contract for diagnosis, maintenance, repair, installation, and replacement activities of electrical parts and equipment for Yakima County Facilities Services.**

SECTION 4. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The contract time shall be from June 2, 2020 through June 1, 2021, subject to the adjustments of this contract time as provided by mutual agreement of the parties which agreement shall not be unreasonably withheld. The County may, at its sole discretion, extend the contract for up to one additional years, provided, however, that either party may at any time during the life of the contract, or any extension thereof, terminate this contract by giving thirty (30) days' notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic and shall go into effect without written confirmation, unless the County provides advance notice of the intention to not renew.

SECTION 5. THE CONTRACT SUM

The County shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the contract. The Contract Sum shall be in an amount not to exceed **\$95,000.00** annually including WSST.

SECTION 6. PROGRESS PAYMENTS

Should the time of performance of this agreement exceed **30** days, the Contractor shall be entitled to a progress payment once monthly based on work completed less prior payments.

SECTION 7. RETAINAGE

This project meets the requirements of RCW 39.04.155(3), Limited Public Works Process, and is not subject to retainage as required by RCW Chapter 60.28.

SECTION 8. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the Contractor has fully performed the contract except for the Contractor's responsibility to correct any defective work as determined by the County, and to satisfy other requirements, if any, which extend beyond final payment.

SECTION 9. NOTICE

Any notice required under this agreement shall be made by first class United States mail, to:

Yakima County:

Facilities Services Division
Attn: Brian Griff, Director
18 East Lincoln Avenue
Yakima, WA 98901

Contractor:

Core Northwest, LLC.
Attn: Rodney Cassel
5836 Scenic Ridge Loop
Yakima, WA 98908

SECTION 10. TERMINATION

- 10.1. Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed in Section 9. If the Contractor fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including, but not limited to, the immediate termination of this Agreement.
- 10.2. If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

SECTION 11. BONDS AND INSURANCE

- 11.1. A performance bond in the amount of N/A (\$) shall be posted by the contractor on this contract.
- 11.2. If the performance bond and retainage is waived the county retains the right of recovery against the contractor for any payments made on the contractors behalf.
- 11.3. At all times during the life of this contract, Contractor agrees to maintain, on a primary and non-contributory basis and at its sole expense, the insurance coverages, limits, and endorsements noted below. All such insurance shall not be subject to any deductible or self-insured retention (SIR). There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to Yakima County. The requirements contained herein, as well as Yakima County's review or

acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

- 11.3.1. Commercial General Liability insurance at a limit of liability not less than \$2,000,000 Each Occurrence, and \$5,000,000 General Aggregate. Insurance shall be written on ISO occurrence form CG 00 01 or an alternate form providing equal or broader liability coverage. Such coverage shall not contain any endorsement(s) excluding or limiting Products Completed, Operations, or Contractual Liability Cross Liability. Yakima County, its officers, employees, agents, and
- 11.3.2. Volunteers shall be named as Additional Insureds under the coverage with respect to the work performed under this agreement.
- 11.3.3. Business Automobile Liability insurance at a combined single limit of liability for bodily injury and property damage not less than \$1,000,000 Each Occurrence covering all Owned, Non-owned, Hired, and leased automobiles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equal or broader liability coverage. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- 11.3.4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- 11.4. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:
 - 11.4.1. The Contractors' insurance coverage shall be primary insurance as respects those who are Additional Insureds under this agreement. Any insurance, self-insurance or insurance pool coverage maintained by the County shall be in excess of the Contractor's insurance and shall not contribute to it.
 - 11.4.2. The Contractor's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- 11.5. Verification of Coverage. Prior to execution of this agreement, Contractor shall furnish the County with original Certificates of Insurance and a copy of any amendatory endorsement, including without limitation, the Additional Insured endorsement, evidencing the insurance requirements.

SECTION 12. INDEMNIFICATION

- 12.1. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold the County and its officers, officials, employees, agents, and volunteers harmless from and against all claims, damages, losses, or expenses including without limitation attorney fees, court costs, or other alternate dispute resolution costs arising out of or resulting from the performance of work under this Agreement, provided that any such claims, damages, losses or expenses are attributable to

bodily injury, sickness, disease, death, personal injury, or property damage caused in whole or in part by the negligent acts, errors, or omissions of Contractor, Contractor's subcontractors, anyone directly or indirectly employed or hired by Contractor, or anyone for whose acts Contractor may be liable.

- 12.2. Contractor's Waiver of Employer's Immunity under Title 51 RCW. Contractor intends that its indemnification, defense, and hold harmless obligations set forth above in section 10.1 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy the Contractor's indemnification, defense, and hold harmless obligations set forth above in section 10.1, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement.
- 12.3. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

SECTION 13. PREVAILING WAGE

- 13.1. The contractor will follow all prevailing wage laws according to RCW 39.12.10
- 13.2. The contractor will submit Intent to Pay Prevailing Wage statements for the contractor and all sub-contractors prior to the first payment being made.
- 13.3. The contractor will submit Affidavits of Wages Paid statements for the contractor and all sub-contractors at the completion of each project.

SECTION 14. INDEPENDENT CONTRACTOR

The parties agree that, for the purposes of this agreement, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.

SECTION 15. NONDISCRIMINATION

The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against

Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

SECTION 16. LAWS, VENUE, JURISDICTION

This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.

This agreement is entered into on the 3rd day of June, 2020.

CONTRACTOR:

BOARD OF YAKIMA COUNTY
COMMISSIONERS:

CORE NORTHWEST LLC
Company Name

Norm Childress, Chairman

[Signature]
Signature

Ron Anderson, County Commissioner

ROONEY CASSEL
Signer's name printed or typed

Vicki Baker, County Commissioner
*Constituting The Board of County Commissioners for
Yakima County, Washington*

Melissa Paul
Clerk of the Board

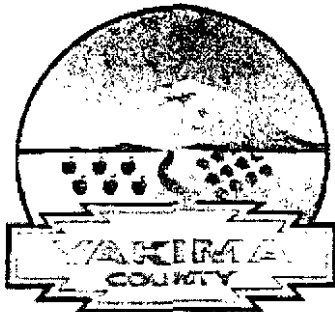
BOCC Agreement

125 - 2020

Yakima County, WA

Approved as to form:

[Signature]
Deputy Prosecuting Attorney



Facilities Services

18 East Lincoln Ave - Yakima, WA 98901

(509) 574-2416 - (509) 574-2401 - FAX (509) 574-2464

Brian Griff, Director

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (06/02/2020), 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 judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

CORE NORTHWEST LLC

Bidder's Business Name

Rodney Cassel

Signature of Authorized Official*

RODNEY CASSEL

Printed Name

PRINCIPAL

Title

6/3/20

Date

YAKIMA

City

WA

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

WASHINGTON

If a co-partnership, give firm name under which business is transacted:

N/A

* If a corporation, proposal must be executed in the corporate name by the president or vice president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.