



Capital Facilities

# CONTRACT

31-2102-Ceiling 2

COMMUNITY DEVELOPMENT/EH ACOUSTIC CEILING PROJECT, RE-BID

Lewis County



CAPITAL FACILITIES

Project: Community Development/EH Acoustic Ceiling Project, Re-Bid, 31-2102-Ceiling 2

Effective Date: Wednesday, February 14, 2024

**1. AGREEMENT**

R&N Acoustics, hereinafter called CONTRACTOR, and LEWIS COUNTY, hereinafter called COUNTY, agree as set forth in this Agreement, including: Scope of Work, Specifications, Compensation, Bid Response forms, General and Special Conditions, copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

Project: Community Development/EH Acoustic Ceiling Project, Re-Bid, Project #31-2102-Ceiling 2

Bid Price (with accepted alternates): \$48,000.00

The term of this Agreement shall commence upon the date of execution as shown above. This agreement may be renewed or terminated upon written notice provided either by the County or the service provider thirty (30) or more days prior to the effective date of renewal or termination.

CONTRACTOR acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 5, 7, 14, 15, 16, 21, 22, and 25, are totally and fully part of this contract and have been mutually negotiated by the parties and COUNTY would not have entered into agreement without said provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement this 23rd day of April, 2024.

CONTRACTOR:

Ned Piatt

Manager

Title of Signatory

Authorized by the firm By Laws

LEWIS COUNTY

Douglas Carey

Doug Carey, Capital Facilities Manager

Mailing Address: 458 Stamper Rd.  
Elma, WA 98541

Approved as to Form Only:  
Jonathan Meyer, Prosecuting Attorney

## **2. General Conditions**

### **2.1. Scope of Contractors Services**

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

### **2.2. Accounting and Payment for Contractor Services**

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

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

### **2.3. Assignment and Subcontracting**

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer or as set forth in Exhibit "A"

### **2.4. Labor Standards and Contract Assistance**

The Contractor shall comply with the provisions of the Lewis County Contract and Procurement Assistance Program as applicable, attached hereto as "Special Conditions"

### **2.5. Independent Contractor**

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor. The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Lewis County employees.

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

2.6. No Guarantee of Employment

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

2.7. Taxes

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

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

2.8. Regulations and Requirement

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

2.9. Prevailing Wages

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.

Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the pre-filed statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

In compliance with chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.

In addition, the Contractor shall file weekly certified payroll records with the Department of Labor and Industries, as required by RCW 39.12.120

#### 2.10. Right to Review

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Lewis County, State of Washington, upon request.

#### 2.11. Modifications

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

#### 2.12. Termination for Default

If the Contractor defaults by failing to perform any of the obligations of the contract or cannot perform because of regulatory order or failure to comply with regulatory requirements, including but not limited to applicable licensing laws, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy- or insolvency or make an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until work called for, as may be applicable under Exhibit "A", has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall

bear any extra expenses incurred by the County in completing the work, as may be applicable under Exhibit “A”, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

#### 2.13. Termination for Public Convenience

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

#### 2.14. Insurance Coverage

Contractor shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office “Commercial General Liability” policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
2. **Workers’ Compensation** on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident for all covered losses.
3. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor’s employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each such person.

4. **Pollution Liability** on approved form, pollution liability of no less than \$1,000,000 per occurrence, if required.

**Excess or Umbrella Liability Insurance** (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be “pay on behalf”, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to County for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of County following receipt of proof of insurance as required herein.

Policy or policies must list Lewis County as “primary, non-contributory” additionally insured.

#### 2.15. Defense & Indemnity Agreement

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

This indemnification obligation of the Contractor shall not apply if the claim, damage, loss or expense is caused by the sole negligence of the County. In the event of the concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees and agents. This indemnification obligation shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen’s compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement, are reflected in the Contractor’s compensation, and have been mutually negotiated by the Parties.



2.16. Participation by County – Right to participate; Survival of Contractor’s Indemnity Obligations; Indemnity for Subcontractors

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

The Contractor agrees all Contractor’s indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Agreement, the Contractor shall include as a requirement in each such contract that Contractor’s subcontractors shall indemnify the County on a basis equal to or exceeding Contractor’s indemnity obligations to the County.

2.17. Venue and Choice of Law

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

2.18. Withholding Payment

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

2.19. Payment and Performance Bond

Payment and performance bonds for 100% of the Contract Sum, including all Change Orders and state sales tax, shall be furnished for the Work, and shall be in a form acceptable to the Owner. No payment or performance bond is required if the Contract Sum is \$35,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 50% of the Contract Sum for the period allowed by RCW 39.08.010.

2.20. Future Non-Allocation of Funds

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



### 2.21. Nature of the Work

County delegates to Contractor, and Contractor agrees to assume, any duty County has to exercise reasonable care to make the premises and work area safe, and Contractor agrees to: abide by all applicable laws, be solely responsible for health and safety of all persons providing service, and create and post a site-specific worker safety plan in advance of gaining access to the work area. Contractor represents that it is a professional abatement company with the knowledge and experience to reasonably assume such a delegation and to work in the presence of any known or obvious dangers by taking appropriate precautions and by using and providing proper equipment for itself and its employees.

### 2.22. Contractor Commitments, Warranties and Representations

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, pieces or options for future acquisition to remain in effect for a fixed period, or warranties.

### 2.23. Authority

Contractor acknowledges, represents, and warrants that it has the full right, power, and authority to enter into this agreement. Each person signing this agreement on behalf of an entity represents and warrants that he or she has the full right, power, and authority to bind their respective entity, their respective entity has approved this Agreement and authorized them to sign it, and their respective entity is duly formed and in good standing.

### 2.24. Patent/Copyright Infringement

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

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

## 2.25. Disputes

### A. General

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

### B. Notice of Potential Claims

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

### C. Detailed Claim

The Contractor is not entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

## 2.26. Ownership of Items Produced

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

## 2.27. Confidentiality

In the event that the Contractor comes in contact with or obtains knowledge of confidential information, the Contractor shall maintain the confidentiality of all obtained information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Lewis County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to

the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

#### 2.28. Notice

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the Contract Manager for whom services are rendered, to wit: Doug Carey, Capital Facilities Manager, 351 NW North Street, Chehalis, Washington 98532-1900. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected above. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

#### 2.29. Severability

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

This Agreement does not violate any known federal or state statute, rule, regulation, or common law. However, any provision that is found to be invalid or in violation of any statute, rule, regulation, or common law shall be considered null and void, with the remaining provisions remaining viable and in effect.

#### 2.30. Waiver

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

#### 2.31. Survival

The provisions of this Agreement which by their nature are reasonably intended to survive the expiration of this Agreement shall so survive, including paragraphs 5, 10, 11, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26, 27, 29, and 30, notwithstanding the termination or invalidity of any other portion of this Agreement for any reason.

#### 2.32. Time

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

### 2.33. Entire Agreement

This written contract, including all special provisions and attachments, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

### 2.34. Interpretation of the Agreement

This agreement was negotiated and drafted jointly by the parties, and it shall not be construed against either party in case of any dispute.

## **3. Special Conditions**

### 3.1. Definitions

The COUNTY is the recipient of CONTRACTOR'S services, and at all times acts through its Board of County Commissioners. The Contracting Officer of the COUNTY will be the Capital Facilities Manager, or his designee.

### 3.2. Contractor Registration

The CONTRACTOR agrees and covenants to furnish unto the COUNTY proper evidence that the CONTRACTOR has fully complied with the State Licensing Law.

CONTRACTOR shall include his contractor's license number in the space provided on the front page of this Agreement.

### 3.3. Non-Discrimination (Lewis County Funds)

The CONTRACTOR should be aware that public funds are being used to assist in this project. During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding,

- notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 or Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
  5. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books and records for purposes of investigation to ascertain compliance with such rules, regulations and orders
  6. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contract may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
  7. The CONTRACTOR will include the provisions of Paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contract or vendor. The CONTRACTOR will take such action with respect to any sub-contract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

#### 3.4. Original Specifications

It is hereby expressly agreed by and between the parties involved that in any matter, dispute, suit, or proceedings arising or in any way growing out of this contract in which it may be necessary to introduce into evidence the original of such specifications, that a printed copy thereof may be used in lieu thereof with like force and effect as though the original was produced.

### 3.5. Eight Hour Law and Payment for Labor

The CONTRACTOR agrees to comply with RCW chapter 49.28 providing that no laborer, workman or mechanic in the employ of the CONTRACTOR, sub-contractor, or other person doing or contracting to do the whole or any part of the work contemplated by this contract, shall be permitted or required to work more than eight (8) hours in any one calendar day, provided that, in cases of extraordinary emergency, such danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight (8) hours of each calendar day shall not be less than one and one-half times the rate allowed for this same amount of time during eight (8) hours' service. Any work necessary to be performed after regular working hours, or Sunday or legal holidays shall be performed without additional expense to the COUNTY.

Notwithstanding the above provisions, a CONTRACTOR may enter into an agreement approved by the employees in which the employees may work up to ten (10) hours in a calendar day for not more than four (4) calendar days in a week.

CONTRACTOR further agrees that said contract is terminable in case the CONTRACTOR violates the provisions of such act.

The CONTRACTOR, and sub-contractors shall further verify that:

1. Contractor had not employed or retained any company or person (other than a full time bona fide employee working solely for the offeror) to solicit or receive this contract; and
2. Contractor has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and
3. Contractor has not been asked or otherwise coerced, whether expressed or implied, into contributing funds, for any purpose as a condition to doing business with the COUNTY.

It is further agreed that in case any dispute arises as to what are the prevailing wages for the work of a similar nature and such dispute cannot be adjusted by the parties involved, the matter shall be referred for arbitration to the Director of the Department of Labor & Industries of the State and his decision therein shall be final, binding, and conclusive on all parties.

4. To the extent applicable, the parties agree that this agreement and CONTRACTOR'S work does not create or imply a license agreement for the use of software, code, or a computer program. CONTRACTOR agrees that COUNTY shall have the sole and exclusive ownership of all rights, title, and interest in all software, written code, computer programs created or written by CONTRACTOR and that COUNTY has the right of unlimited use of the software, code and programs, including reproduction, modification and sale. CONTRACTOR denies any proprietary rights, including copyrights, trademarks, trade secrets, or intellectual property rights, to any software, code or program.
5. To the extent applicable, Contractor warrants that the computer code, software, or computer program installed by CONTRACTOR is not patented or copyrighted. CONTRACTOR will defend and indemnify the COUNTY from any claim, cause or demand brought against the COUNTY based upon copyright or patent of the software, computer code, or computer program installed by CONTRACTOR.

#### **4. Exhibits**

##### **4.1. Exhibit A Scope of Work/Specifications**

Provide and install an acoustical drop ceiling in the new Community Development/Environmental Health offices as per the attached drawings and specifications. Tiles shall be 2' x 4' and shall be hung in a aesthetically pleasing layout. Note that there are several areas with other types of material. Hard lids will be installed by sheetrock sub and the wood ceiling will be installed by owner's forces.

SECTION 09 22 26

METAL SUSPENSION SYSTEMS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Suspended metal ceiling support system for new furred down gypsum board ceilings.

1.02 RELATED WORK IN OTHER SECTIONS

A. Lightgauge metal stud framing covered under Section 05 40 00.

B. Section 09 29 00 - Gypsum Board.

C. Section 09 51 00 - Acoustical Ceilings.

1.03 QUALITY ASSURANCE

A. Standard Specifications

1. General: Where "USG" is used herein it shall mean "United States Gypsum Company".

2. For Gypsum Board Suspended Ceiling Framing: For the installation of suspended steel framing members for gypsum board conform to the American National Standard "Standard Specifications for the Installation of Steel Framing Members to Receive Screw Attached



Gypsum Board, ASTM C754", hereinafter called "ASTM C754".

#### 1.04 SUBMITTALS

A. Manufacturer's Data: Furnish manufacturer's literature for support framing materials and accessories.

B. Shop Drawings

1. Submit shop drawings showing typical details for all work and relationship of work adjacent thereto. Include methods of joining, fastening, and other pertinent information.

2. Furnish samples for approval of each different member to be used on the work, upon request of the Architect.

#### 1.05 PRODUCT DELIVERY, STORAGE & HANDLING

A. Delivery, Storage & Protection

1. All materials shall be delivered in original packages, containers, or bundles bearing the brand name and the name of the manufacturer or the supplier for whom the product is manufactured.

2. All materials shall be kept dry, stored inside the building under roof, or where necessary to store outside, shall be stacked off the ground, properly supported on a level platform and fully protected from the weather.

### PART 2 - PRODUCTS

#### 2.01 METAL FRAMING MATERIALS

A. Standard Suspended Ceiling Members & Accessories For Gypsum Board Work

1. Hanger Wires and Clips: Galvanized steel No. 8 gauge wires for vertical hangers, hung from clips secured to structural members above ceiling, lengths as required for tying to steel runner channels at 48 inches o.c. For seismic bracing wire, furnish of galvanized steel No. 12 gauge wire.

2. Main Runner Channels: Furnish 1-1/2 inch x 16 gauge cold rolled steel channels weighing 475 lbs. per 1000 lin. ft., galvanized finish.

3. Compression Struts: Furnish of steel stud sections of size and gauge required for each respective ceiling condition as set forth in Detail 3/A9.7, complete with necessary bolt anchors.

### SECTION 09 22 26

#### METAL SUSPENSION SYSTEMS

### SECTION 09 51 00

#### ACOUSTICAL CEILINGS

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

A. Suspended metal grid ceiling systems.

B. 2' x 4' Acoustical lay-in panels.

C. 2' x 8' Wood lay-in panels.(Not part of scope)

##### 1.02 RELATED WORK IN OTHER SECTIONS

A. Mechanical work penetrating acoustical materials covered under Division 23 and the Mechanical Work Drawings.

B. Electrical work penetrating acoustical materials covered under Division 26 and the Electrical Work Drawings.

#### 1.03 REFERENCE STANDARDS

A. ASTM C635 - Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings; 2007.

B. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels; 2008.

C. ASTM E580/E580M - Standard Practice for Installation of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Subject to Earthquake Ground Motions; 2011.

D. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2008e1.

#### 1.04 QUALITY ASSURANCE

A. Qualifications: All work covered by this Section to be provided by a firm regularly engaged, and licensed in the area of the work, as an acoustical subcontractor approved by the acoustical material manufacturer and the Architect.

B. Requirement Of Regulatory Agencies: Conform to the requirements of local building codes and ordinances, governing fire officials, and Underwriters' Laboratories design test requirements, for suspended ceiling work specified herein.

C. Seismic & Uplift Bracing Requirements

1. Provide lateral force bracing in conformance with ASTM E580.

2. Provide vertical bracing to prevent uplift.

#### 1.05 SUBMITTALS

A. Submittals

1. Samples and Technical Data: Furnish samples and technical data for each type and pattern of acoustical tile and panels and each part of metal suspension system, all in accordance with Section 01 33 00.

2. Shop Drawings: Submit in accordance with Section 01 33 00. Include all details of all connections including supporting details, light fixture attachments, lateral force bracing, partition bracing, etc.

#### 1.06 PRODUCT DELIVERY, STORAGE & HANDLING

A. Product Handling

1. Furnish all materials specified herein, suitably boxed and wrapped to protect against damage.

2. Store materials in heated, covered location in the building, off floor; protect materials from all damage before and during installation.

#### 1.07 JOB CONDITIONS

A. Environmental & Job Conditions: Coordinate sequence of work that the following is completed by other trades and conditions maintained as noted before starting work in this

Section:

1. Concrete and other "wet" work is completed, cured and dry.
2. Exterior doors are installed and closed, windows glazed.
3. Heating system installed and operating to maintain specified minimum temperature of not less than 60 degrees F. before, during and after acoustical work installation.
4. Other "Job Conditions" are maintained as set forth in the CISCA "Installation Recommendations".

PART 2 - PRODUCTS

2.01 MATERIALS

A. Mineral Fiber Acoustic Panels : Furnish conforming to the following:

1. Ceiling Type ACP1: 2x4 Scored Mineral Fiber Panels :

- a. Size: 24 x 48 inches
- b. Minimum thickness: 3/4 inch.
- c. NRC: 0.65 minimum (ASTM E1264)
- d. CAC: 0.35 (ASTM E1264)
- e. Light Reflectance: 0.85 (ASTM E1477)
- f. Flame Resistance: "A"
- g. Flame Spread: 25 or less (ASTM E1264)
- h. Exposed Edges: Beveled Tegular for 15/16" exposed grid.
- i. Substrate: Water felted mineral fiber.
- j. Pattern: Armstrong World Ind. "Cirrus Second Look II" #513 (24" x 24" square scored pattern) or USG #78085 "Eclipse Illusion Two/24" panel, or approved equivalent.
- k. Finish: Factory-applied white vinyl-latex paint.

2. Mineral Fiber Acoustic Panels : Furnish conforming to the following:

a. Ceiling Type ACP2: 2x4 Scored Mineral Fiber Panels with 6" x 4' Look:

- 1) Size: 24 x 48 inches
- 2) Minimum thickness: 3/4 inch.
- 3) NRC: 0.65 minimum (ASTM E1264)
- 4) CAC: 0.35 (ASTM E1264)
- 5) Light Reflectance: 0.85 (ASTM E1477)
- 6) Flame Resistance: "A"
- 7) Flame Spread: 25 or less (ASTM E1264)
- 8) Exposed Edges: Beveled Tegular for 15/16" exposed grid.
- 9) Substrate: Water felted mineral fiber.
- 11) Finish: Factory-applied white vinyl-latex paint.

2.02 METAL SUSPENSION SYSTEMS

A. Exposed Grid Metal Suspension System

1. System type: ASTM C635 - defined Intermediate Classification steel non-fire- endurance-

rated grid system, of exposed 15/16-inch grid (USG "DXDXL System" or equal) for all acoustical lay-in panels. For linear wood ceiling panels furnish heavy duty main beams equal to Armstrong "Prelude XL" HD main beam suspension members along with 2-foot cross tees that are full height (1-11/16").

2. Approved manufacturers:

- a. U.S. Gypsum (Donn Products Inc.)
- b. Chicago Metallic Corp.
- c. Armstrong World Ind.

3. Steel Non-Fire-Endurance-Rated Systems:

- a. ASTM C635, manufacturer's standard sections of formed cold-rolled steel, electro-galvanized and factory painted satin white standard coating for mineral fiber panel grid assemblies and black premium color coating for linear wood panels.
- b. Include main and cross runner members, assembly devices, wall molding, all other accessories required for the complete non-fire-endurance-rated system hereinbefore specified.
- c. Where employing indirect-hung suspension system, furnish 1-1/2 inch cold-rolled carrying channels, 475 lbs. per 1000 lin. ft., protective painted.
- d. Hanger wires, galvanized, for direct-hung work, soft-annealed mild steel wire of gauge certified by load test data as capable of carrying five times the design load but in no case less than No. 12 gauge or U.L. Inc. requirements, whichever is greater; with indirect-hung suspension systems, conform to MLA Specifications for galvanized wire, No. 2 size, of type, and spacing requirements.
- e. Hangers conforming to ASTM C636 and as approved.
- f. Main runners for 4 feet o.c. spacing; support wire 4 feet o.c. maximum.
- g. Cross runners as required for panel system and as required for mechanical and electrical equipment and fixture support.
- h. Compression Struts: Furnish of steel stud sections of size and gauge required for each respective ceiling condition, complete with necessary anchors for securing to main runners and ceiling structure above.

### PART 3 - EXECUTION

#### 3.01 INSPECTION OF SURFACES & CONDITIONS

##### A. Condition Of Surfaces & Prior Work (For suspended ceiling work in this Section)

1. Make certain that perimeter wall work, where ceiling abuts, is completed and that all work has been installed and completed above ceiling.
2. Comply with ASTM C636 Article 3, "Interference of Ceiling Related Components"; coordinate with other trades in this matter.
3. Consult mechanical and electrical drawings for type and extent of their work becoming a part of or penetrating ceiling.
4. Provide approved hangers for attaching suspension wires.

#### 3.02 INSTALLATION OF SUSPENDED CEILING GRID SYSTEM

## A. Ceiling Suspension System

### 1. General:

- a. Conform to ASTM C636, Article 2, as if included herein verbatim, and the suspension system manufacturer's instructions for component assembly for the non-rated systems hereinbefore specified and as supplemented hereinafter.
- b. Erect ceiling system level within 1/8 inch in 12 feet tolerance when measured in any direction, non-cumulatively; exposed members parallel with one another, parallel with perimeter walls.
- c. Make sure that all grilles and diffusers are in place, properly supported and connected lighting fixtures are to be individually supported from structure above by electrical trade.

### 2. Direct-hung suspension system:

- a. Install with hanger wires and their anchors and attachment devices, direct-suspended main runners, cross runners, spanning main runners, assembly devices, perimeter wall moldings and metal trim, as required, for a complete installation and as approved. Wires shall attach directly to framing members; attachment to finish materials not permitted.
- b. Arrange that perimeter borders be not less than one-half lay-in panel width when measured perpendicularly to wall or panel edge.
- c. Install grid systems in the various patterns shown on Reflective Ceiling Plans for each respective space.
- d. Compression Struts: Install in conformance with suspension system details, secured to main runner channels and ceiling structure above.

## 3.03 INSTALLATION OF LAY-IN PANELS

### A. Panels Suspended Ceiling Work

#### 1. Lay-in Panels:

- a. Install panels in suspension systems specified hereinabove.
- b. Edge joints tight, in straight line.

2. Panel Edges at Perimeters: Cut carefully to suit border sizes allowing for full bearing on perimeter angles or support, or kerf tile or concealed perimeter support angles, where so detailed; provide a tapered cut 'tegular' or 'shadowline' edge along cut edges of perimeter panels to maintain 'tegular' or 'shadowline' appearance and fit, as applicable. Provide similar treatment at diffuser and other penetrations, as necessary.

## 3.04 CLEANING & REPAIRING DENTS, SCRATCHES & ABRASIONS ON NEW WORK

A. Dents: Where damaged by denting or otherwise during or subsequent to installation and dents cannot be repaired only by painting, without use of spackle or fillers, remove and replace with new material. Replace work damaged by other trades, after installation at the expense of trades causing such damage

### B. Scratches & Abrasions

1. Where acoustical units and exposed suspension members are slightly scratched or abraded subsequent to installation, repair by painting.

2. Use only paint of same type, color and manufacture as recommended and furnished by the manufacturer of the scratched or abraded material.

END OF SECTION

4.2. Exhibit B

Compensation will be made in the amount of \$\$48,000.00 plus Washington State Sales Tax upon completion of contract. Progress payments may be made at County's discretion upon County's approval of Contractor's invoices, to the extent that said invoices reflect the completion of project milestones by the Contractor (milestones are points at which significant components of the project have been completed and at which tangible project deliverables of material value have been received by the County).