LEWIS COUNTY
Washington's First County
est. 1845

E911/RADIO SERVICES

Project: Generator Installations for Radio sites, 2023-0017-MP

Effective Date: Monday, August 17, 2026

Elite Electrical Contracting, hereinafter called CONTRACTOR, and LEWIS COUNTY, hereinafter called COUNTY, agree as set forth in this Agreement, including: Scope of Work, Specifications, Compensation, Bid Documents and 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: Generator Installations for Radio sites, Project 2023-0017-MP

Bid Price (with accepted alternates): $80,575.00

1.1. General Conditions

1.1.1. Scope of Contractors Services

The Contractor agrees to provide to the County services and any material set forth in the project. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

1.1.2. Scope of work

Scope of workThis project provides for the turnkey installation of standby generator systems at multiple County radio communications sites to ensure continuous, reliable power for critical public safety infrastructure. The Contractor shall furnish all permits, labor, materials, equipment, and services required to install Generac 24kW standby generators, associated Automatic Transfer Switches (ATS), electrical components, foundations, grounding systems, and all related infrastructure necessary for complete and operational standby power systems at the identified locations.

Work will include site preparation, equipment installation, electrical integration with existing site systems, compliance with manufacturer specifications and all applicable codes, complete system testing and commissioning, and coordination with site owners and third-party fuel contractors. Site-specific requirements, including the full electrical buildout at the Mineral site and American Tower access requirements at the Democrat site, shall be adhered to in full. Upon completion, each site shall have a fully functional, code-compliant standby power system capable of supporting uninterrupted radio operations during commercial power outages.

Upon completion of project, contractor will supply a Project Closeout Documentation Binder with information found in exhibit "C".

For other scope requirements please see exhibit "B"

1.1.3. Liquidated Damages (Not a Penalty)

Because breach and/or non-performance by Contractor may cause County to incur economic damages and losses of types and in amounts which are incapable or very difficult to ascertain with certainty in advance as a basis for recovery of actual damages, in the event Contractor has not fully completed work pursuant to and by the deadline set forth in this Agreement, Contractor shall pay County liquidated damages in the amount of $1,000.00 per day for every day past the agreed end date Wednesday, June 16, 2027. The parties believe said amount represents a fair, reasonable, and appropriate forecast of just compensation for the harm caused by a breach. Such liquidated damages are intended to represent estimated actual damages as contemplated by the parties at Wednesday, June 16, 2027 time of entering into this Agreement and are not intended as a penalty.

1.1.4. Accounting and Payment for Contractor Services

Payment to the Contractor for services rendered under this Agreement shall be made in the amount of the Contract, plus Washington State sales tax, subject to approved progress payments as provided herein. Progress payments may be made at the County's discretion upon the County's approval of the 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). The County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. RCW 60.28.011 requires withholding up to 5% of the value of a public improvement contract, not including sales tax, as retainage until the project is completed and the contract is accepted. A contractor may opt to submit a retainage bond instead of covering any or all of the amount.

1.1.5. 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.

1.1.6. Labor Standards and Contractor Requirements

The Contractor shall comply with all applicable federal, state, and local labor laws, regulations, and standards. This includes, but is not limited to, requirements related to worker safety, wage and hour laws, lawful employment practices, and all labor protections required under Washington State public works statutes. The Contractor is responsible for ensuring that all employees and subcontractors adhere to these standards throughout the duration of the contract.

1.1.7. Independent Contractor

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

Contractor acknowledges that the entire compensation for this Agreement is specified 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.

1.1.8. Safety; Familiarity with Site

Contractor understands that safety is a high priority. Prior to the commencement of work or providing services, Contractor will, at its own expense and to the extent it determines is necessary to safeguard itself and its employees and agents, become familiar with the Site, its operations, and 3 any safety rules or guidelines. In addition, Contractor will meet all OSHA, WISHA, and other applicable Federal and State requirements regarding safety. County shall not be responsible for the manner in which Contractor (1) provides and completes its work; and (2) analyzes the need for and implements safety procedures. 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 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.

1.1.9. Taxes

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

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

1.1.10. 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.

1.1.11. Debarment and Suspension

Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or by the State of Washington (including the Department of Labor & Industries). Contractor shall immediately notify the County in writing if this certification becomes inaccurate. Contractor shall include this requirement in all subcontracts and shall not award any subcontract to any party that is debarred, suspended, or otherwise ineligible. The County may terminate this Agreement immediately, without penalty, if it determines that Contractor or any subcontractor is or becomes debarred, suspended, or ineligible. Contractor shall reimburse the County for any costs incurred as a result of such termination.

1.1.12. Prevailing Wages

In accordance with RCW 39.12 and chapter 296-127 WAC, the Contractor and all subcontractors shall pay the prevailing rate of wages to all workers, laborers, and mechanics employed in the performance of any part of the Work. The applicable schedule of prevailing wage rates for the locality of the Work is determined by the Industrial Statistician of the Washington State Department of Labor and Industries (L&I). It is the Contractor's and subcontractors' responsibility to verify and apply the correct wage rates, including for off-site work, which must use the rates for the county where that work is performed. The effective publication date of the prevailing wage is July 15, 2026. All Contractors and subcontractors shall file a Statement of Intent to Pay Prevailing Wages (Intent) with L&I immediately after contract award and prior to beginning any work. No payments shall be made by the Awarding Agency until the Intent has been submitted and approved by L&I for the Contractor and all subcontractors. The Contractor and its subcontractors shall also file weekly certified payroll records with L&I as required by RCW 39.12.120 and pay all applicable certification fees for each Intent and Affidavit of Wages Paid.

Each Application for Payment submitted by the Contractor shall include a statement confirming that prevailing wages have been paid in accordance with the approved Intent(s). A copy of the approved Intent must be posted in a location readily visible to workers at the job site, along with the address and phone number of the Industrial Statistician where complaints or inquiries may be directed. The Awarding Agency will verify that all required Intents have been approved prior to issuing any payments, using the L&I Awarding Agency Portal or the Prevailing Wage Intents and Affidavits search tool.

The Contractor and subcontractors shall ensure that all work associated with the project—including equipment, permits, demolition, installation, integration, abatement, modifications, repairs, testing, commissioning, and restoration—is performed at the Contractor's sole expense. This includes any incidental work required to deliver a fully functional, code-compliant, and

professionally installed system. No additional compensation will be provided for tasks reasonably associated with the execution of the project scope.

1.1.13. 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 7 years after contract termination, and shall make them available for such review, within Lewis County, State of Washington, upon request.

1.1.14. Modifications

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

1.1.15. 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, 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, 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.

1.1.16. 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.

1.1.17. Insurance Coverage

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to County.

General Liability Insurance, using a standard ISO CG 00 01 occurrence form, including premises, operations, products and completed operations, contractual liability with limits not less than $1,000,000. per occurrence, $2,000,000 General Aggregate and $2,000,000 Products–Completed Operations Aggregate for bodily injury, personal injury, and property damage. Coverage shall include Employers Liability (stop gap).
The Commercial General Liability Coverage shall include the following endorsements:
The County, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or agreement"
Primary, Non-contributory endorsement, both in favor of the County, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement".
The Commercial General Liability Coverage shall not include the following endorsements:
i) Amendment of Contractual Liability
ii) Total Pollution Exclusion
iii) Cross Suits Liability Exclusion

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than $4,000,000 that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability Such policy or policies shall include the following terms and conditions:
• A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;

- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies; and
- Policies shall "follow form" to the underlying primary policies.
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000) for Contractor 's employees in accordance with the laws of the State of Washington. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of Washington for all of the subcontractor's employees .
Contractor shall submit to County, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of County, its officers, agents, employees and volunteers.

Pollution liability insurance. [If required]

Proof of insurance. Contractor shall provide certificates of insurance to County as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by County prior to commencement of performance. Current certification of insurance shall be kept on file with County at all times during the term of this contract. County reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. County and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

County's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, County has the right but not the duty to obtain the insurance it deems necessary and any premium paid by County will be promptly reimbursed by Contractor or County will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, County may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of Washington, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the County.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed

officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the County to inform Contractor of non-compliance with any requirement imposes no additional obligations on the County nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to County with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that County and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

County's right to revise requirements. The County reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the County and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by County. County reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by County.

Timely notice of claims. Contractor shall give County prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

1.1.18. 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.

1.1.19. 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.

1.1.20. 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.

1.1.21. 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.

1.1.22. 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.

1.1.23. 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.

1.1.24. 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 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.

1.1.25. 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, 7 as to performance of services or equipment, p6ces or options for future acquisition to remain in effect for a fixed period, or warranties.

1.1.26. 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.

1.1.27. 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.

1.1.28. 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.

1.1.29. 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.

1.1.30. 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 8 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.

1.1.31. Public Records Law and Records Maintenance

The Contractor shall assist the County in timely and fully fulfilling all of County's obligations under the Washington Public Records Act and/or any other authority by timely and fully responding and providing documents and records in response to County's request for the same. In the event that Contractor fails to fully fulfill its obligations pursuant to this section and should a court impose a fine, penalty, sanction, and/or judgment against County for violation of said law, Contractor shall indemnify the County for the same, immediately pay County to satisfy the same together with all costs and attorney's fees incurred by County. The obligations created by this section shall survive the termination of this agreement.

The Contractor shall keep and maintain all books, records, documents, data, and other evidence relating to this contract and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract ("Records"). Contractor shall permit County to review the Records at Contractor's place of business during normal working hours. Contractor shall retain such Records for a period of seven (7) years following the date of final payment.

If any litigation, claim, or audit is commenced, Contractor shall cooperate with County and assist in the production of all such Records. If any litigation, claim, or audit is started before the expiration of the seven- (7) year period, Contractor shall retain the Records for a period of seven (7) years after all litigation, claims, or audit findings involving the Records have been finally resolved.

For purposes of this AGREEMENT, Records includes every writing or record of every type and description including electronically stored information ("ESI") that is in Contractor's possession, control, or custody, including, without limitation, any and all correspondences, contracts, agreements, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings, telephone conversations, and any and all other taped, recorded, written, printed, or typed matters of any kind or description; and every copy of the foregoing whether or not the original is in Contractor's possession, custody, or control, and

every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the Contractor may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that Contractor uses in the performance of its work or services hereunder, including any personal devices used by the Contractor or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

Contractor shall include this section "Records Maintenance" in every subcontract it enters into in relation to this Agreement and bind the sub-contract to its terms.

1.1.32. 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: Steve Wohld, Chief of Internal Services, 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.

1.1.33. 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.

1.1.34. 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.

1.1.35. Survival

The provisions of this Agreement which by their nature or express terms are reasonably intended to survive the expiration, completion, termination, or invalidity of this Agreement shall survive and remain in full force and effect, including, without limitation, provisions relating to payment, retainage, indemnification, warranties, claims, audit rights, record retention, and dispute resolution.

1.1.36. Time

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

1.1.37. 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.

1.1.38. 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.

1.1.39. 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.

1.1.40. Project Closeout Documentation Binder

Upon completion of the project, the Contractor shall provide a **Project Closeout Documentation Binder** containing the following:

- Final executed contract and all approved change orders
- All warranties, guarantees, and manufacturer documentation
- Operations and maintenance (O&M) manuals for installed equipment
- As-built drawings (digital and hard copy, if required)
- Testing and inspection reports
- Material certifications and product data sheets
- Copies of permits, approvals, and inspection sign-offs
- Photographic documentation of pre-construction, progress, and completed work
- Final invoice package, including breakdown of labor and materials
- Contact information for key project personnel and subcontractors
- Any required training documentation or certification provided to County staff
- Closeout checklist, signed by the Contractor
- Any additional documentation specified in the contract or requested by the County

1.2. Special Conditions

1.2.1. 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 County Manager, or his designee.

1.2.2. 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.

1.2.3. Non-Discrimination (Lewis County Funds)

The Contractor or any employee, agent or representative of the Contractor or any subcontractor shall not discriminate against any person in the performance of this contract in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with Section 49.60.400 of the Revised Code of Washington.

The Contractor must comply with the American with Disabilities Act of 1990, Public Law 101-336, including but not limited to protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

1.2.4. Original Specifications

This project provides for the turnkey installation of standby generator systems at multiple County radio communications sites to ensure continuous, reliable power for critical public safety infrastructure. The Contractor shall furnish all permits, labor, materials, equipment, and services required to install Generac 24kW standby generators, associated Automatic Transfer Switches (ATS), electrical components, foundations, grounding systems, and all related infrastructure necessary for complete and operational standby power systems at the identified locations.

Work will include site preparation, equipment installation, electrical integration with existing site systems, compliance with manufacturer specifications and all applicable codes, complete system testing and commissioning, and coordination with site owners and third-party fuel contractors. Site-specific requirements, including the full electrical buildout at the Mineral site and American Tower access requirements at the Democrat site, shall be adhered to in full. Upon completion, each site shall have a fully functional, code-compliant standby power system capable of supporting uninterrupted radio operations during commercial power outages.

Upon completion of the project, the Contractor shall provide a **Project Closeout Documentation Binder** containing the following:

CONTRACTOR acknowledges and by signing this contract agrees that the Indemnification provisions set forth in General Conditions, 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 _____day of _____, _____.

CONTRACTOR

SIGNATURE

Robert Davis

FULL NAME

President

TITLE

September 9, 2026

DATE SIGNED

LEWIS COUNTY

SIGNATURE

Jeff Hursh

FULL NAME

Executive Director E911

TITLE

Oct. 19, 2026

DATE SIGNED

Approved as to Form Only:

SIGNATURE

Jonathan Meyer

FULL NAME

Prosecuting Attorney

TITLE

DATE SIGNED

Exhibits List

A - Journey Level Wages revised

B - Brief Scope and background for Generators at Radio Sites

C - Generator_Project_Closeout_Documentation_Binder (1)

D - generator_installations_for_radio_sites-2026-08-05-12-43-33

Exhibit A

Journey Level Wages revised

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: 7/15/2026

Lewis County

Trade	Job Classification	Wage	Holiday	Overtime	Note	Risk Class
Carpenters	Acoustical Worker	$83.21	**15J**	**11U**		**View**
Carpenters	Bridge Dock and Wharf Carpenter	$84.81	**15J**	**11U**	**9L**	**View**
Carpenters	Floor Layer & Floor Finisher	$83.21	**15J**	**11U**		**View**
Carpenters	General Carpenter	$83.21	**15J**	**11U**		**View**
Carpenters	Scaffold Erector	$83.21	**15J**	**11U**		**View**
Cement Masons	Application of all Composition Mastic	$81.87	**15J**	**4U**		**View**

Cement Masons	Application of all Epoxy Material	$81.36	**15J**	**4U**	**View**
Cement Masons	Application of all Plastic Material	$81.87	**15J**	**4U**	**View**
Cement Masons	Application of Sealing Compound	$81.36	**15J**	**4U**	**View**
Cement Masons	Application of Underlayment	$81.87	**15J**	**4U**	**View**
Cement Masons	Building General	$81.36	**15J**	**4U**	**View**
Cement Masons	Composition or Kalman Floors	$81.87	**15J**	**4U**	**View**
Cement Masons	Concrete Paving	$81.36	**15J**	**4U**	**View**
Cement Masons	Curb & Gutter Machine	$81.87	**15J**	**4U**	**View**
Cement Masons	Curb & Gutter, Sidewalks	$81.36	**15J**	**4U**	**View**
Cement Masons	Curing Concrete	$81.36	**15J**	**4U**	**View**
Cement Masons	Finish Colored Concrete	$81.87	**15J**	**4U**	**View**
Cement Masons	Floor Grinding	$81.87	**15J**	**4U**	**View**
Cement Masons	Floor Grinding/Polisher	$81.36	**15J**	**4U**	**View**

Cement Masons	Green Concrete Saw, self-powered	$81.87	**15J**	**4U**	**View**
Cement Masons	Grouting of all Plates	$81.36	**15J**	**4U**	**View**
Cement Masons	Grouting of all Tilt-up Panels	$81.36	**15J**	**4U**	**View**
Cement Masons	Gunite Nozzleman	$81.87	**15J**	**4U**	**View**
Cement Masons	Hand Powered Grinder	$81.87	**15J**	**4U**	**View**
Cement Masons	Journey Level	$81.36	**15J**	**4U**	**View**
Cement Masons	Patching Concrete	$81.36	**15J**	**4U**	**View**
Cement Masons	Pneumatic Power Tools	$81.87	**15J**	**4U**	**View**
Cement Masons	Power Chipping & Brushing	$81.87	**15J**	**4U**	**View**
Cement Masons	Sand Blasting Architectural Finish	$81.87	**15J**	**4U**	**View**
Cement Masons	Screed & Rodding Machine	$81.87	**15J**	**4U**	**View**
Cement Masons	Spackling or Skim Coat Concrete	$81.36	**15J**	**4U**	**View**
Cement Masons	Troweling Machine Operator	$81.87	**15J**	**4U**	**View**
Cement Masons	Troweling Machine Operator on Colored	$81.87	**15J**	**4U**	**View**

	Slabs					
Cement Masons	Tunnel Workers	$81.87	**15J**	**4U**		**View**
Electricians - Inside	Cable Splicer	$101.68	**5C**	**1G**		**View**
Electricians - Inside	Journey Level	$94.79	**5C**	**1G**		**View**
Electricians - Inside	Lead Covered Cable Splicer	$108.57	**5C**	**1G**		**View**
Electricians - Inside	Welder	$101.68	**5C**	**1G**		**View**
Laborers	Air, Gas Or Electric Vibrating Screed	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Airtrac Drill Operator	$69.37	**15I**	**11P**	**8Y**	**View**
Laborers	Ballast Regular Machine	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Batch Weighman	$57.66	**15J**	**11P**	**8Y**	**View**
Laborers	Brick Pavers	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Brush Cutter	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Brush Hog Feeder	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Burner	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Caisson Worker	$69.37	**15I**	**11P**	**8Y**	**View**

Laborers	Carpenter Tender	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Cement Dumper-paving	$69.37	**15I**	**11P**	**8Y**	**View**
Laborers	Cement Finisher Tender	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Change House Or Dry Shack	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Chipping Gun (30 Lbs. And Over)	$68.56	**15J**	**11P**	**8Y**	**View**
Laborers	Chipping Gun (Under 30 Lbs.)	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Choker Setter	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Chuck Tender	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Clary Power Spreader	$68.56	**15J**	**11P**	**8Y**	**View**
Laborers	Clean-up Laborer	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Concrete Dumper/Chute Operator	$69.37	**15I**	**11P**	**8Y**	**View**
Laborers	Concrete Form Stripper	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Concrete Placement Crew	$69.37	**15I**	**11P**	**8Y**	**View**

Laborers	Concrete Saw Operator/Core Driller	$68.56	**15J**	**11P**	**8Y**	**View**
Laborers	Crusher Feeder	$57.66	**15J**	**11P**	**8Y**	**View**
Laborers	Curing Laborer	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Ditch Digger	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Diver	$69.37	**15I**	**11P**	**8Y**	**View**
Laborers	Drill Operator (Hydraulic, Diamond)	$68.56	**15J**	**11P**	**8Y**	**View**
Laborers	Dry Stack Walls	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Dump Person	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Epoxy Technician	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Erosion Control Worker	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Faller & Bucker Chain Saw	$68.56	**15J**	**11P**	**8Y**	**View**
Laborers	Fine Graders	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Firewatch	$57.66	**15J**	**11P**	**8Y**	**View**
Laborers	Form Setter	$69.37	**15I**	**11P**	**8Y**	**View**

Laborers	Gabian Basket Builders	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	General Laborer	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Grade Checker & Transit Person	$71.09	**15J**	**11P**	**8Y**	**View**
Laborers	Grinders	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Grout Machine Tender	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Groutmen (Pressure) Including Post Tension Beams	$68.56	**15J**	**11P**	**8Y**	**View**
Laborers	Guardrail Erector	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Hazardous Waste Worker (Level A)	$69.37	**15I**	**11P**	**8Y**	**View**
Laborers	Hazardous Waste Worker (Level B)	$68.56	**15J**	**11P**	**8Y**	**View**
Laborers	Hazardous Waste Worker (Level C)	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	High Scaler	$69.37	**15I**	**11P**	**8Y**	**View**
Laborers	Jackhammer	$68.56	**15J**	**11P**	**8Y**	**View**
Laborers	Laserbeam Operator	$68.56	**15J**	**11P**	**8Y**	**View**
Laborers	Maintenance Person	$67.39	**15J**	**11P**	**8Y**	**View**

Laborers	Manhole Builder-Mudman	$68.56	**15J**	**11P**	**8Y**	**View**
Laborers	Material Yard Person	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Mold Abatement Worker	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Motorman-Dinky Locomotive	$71.19	**15J**	**11P**	**8Y**	**View**
Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	$71.09	**15J**	**11P**	**8Y**	**View**
Laborers	Pavement Breaker	$68.56	**15J**	**11P**	**8Y**	**View**
Laborers	Pilot Car	$57.66	**15J**	**11P**	**8Y**	**View**
Laborers	Pipe Layer (Lead)	$71.09	**15J**	**11P**	**8Y**	**View**
Laborers	Pipe Layer/Tailor	$68.56	**15J**	**11P**	**8Y**	**View**
Laborers	Pipe Pot Tender	$68.56	**15J**	**11P**	**8Y**	**View**
Laborers	Pipe Reliner	$68.56	**15J**	**11P**	**8Y**	**View**

Laborers	Pipe Wrapper	$68.56	**15J**	**11P**	**8Y**	**View**
Laborers	Pot Tender	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Powderman	$69.37	**15I**	**11P**	**8Y**	**View**
Laborers	Powderman's Helper	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Power Jacks	$68.56	**15J**	**11P**	**8Y**	**View**
Laborers	Power Washer	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Railroad Spike Puller - Power	$68.56	**15J**	**11P**	**8Y**	**View**
Laborers	Raker - Asphalt	$71.09	**15J**	**11P**	**8Y**	**View**
Laborers	Re-timberman	$69.37	**15I**	**11P**	**8Y**	**View**
Laborers	Remote Equipment Operator	$68.56	**15J**	**11P**	**8Y**	**View**
Laborers	Rigger/Signal Person	$68.56	**15J**	**11P**	**8Y**	**View**
Laborers	Rip Rap Person	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Rivet Buster	$68.56	**15J**	**11P**	**8Y**	**View**
Laborers	Rodder	$69.37	**15I**	**11P**	**8Y**	**View**
Laborers	Scaffold Erector	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Scale Person	$67.39	**15J**	**11P**	**8Y**	**View**

Laborers	Sloper (Over 20")	$68.56	**15J**	**11P**	**8Y**	**View**
Laborers	Sloper Sprayer	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Spreader (Concrete)	$69.37	**15I**	**11P**	**8Y**	**View**
Laborers	Stake Hopper	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Stock Piler	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Swinging Stage/Boatswain Chair	$57.66	**15J**	**11P**	**8Y**	**View**
Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	$68.56	**15J**	**11P**	**8Y**	**View**
Laborers	Tamper (Multiple & Self-propelled)	$68.56	**15J**	**11P**	**8Y**	**View**
Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	$68.56	**15J**	**11P**	**8Y**	**View**
Laborers	Toolroom Person (at Jobsite)	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Topper	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Track Laborer	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Track Liner (Power)	$68.56	**15J**	**11P**	**8Y**	**View**

Laborers	Traffic Control Laborer	$61.41	**15J**	**11P**	**9C**	**View**
Laborers	Traffic Control Supervisor	$64.86	**15J**	**11P**	**9C**	**View**
Laborers	Truck Mounted Attenuator	$61.41	**15J**	**11P**	**9C**	**View**
Laborers	Truck Spotter	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Tugger Operator	$68.56	**15J**	**11P**	**8Y**	**View**
Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	$225.32	**15J**	**11P**	**9B**	**View**
Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	$230.35	**15J**	**11P**	**9B**	**View**
Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	$234.03	**15J**	**11P**	**9B**	**View**
Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	$239.73	**15J**	**11P**	**9B**	**View**
Laborers	Tunnel Work-Compressed Air	$241.85	**15J**	**11P**	**9B**	**View**

	Worker 60.01-64.00 psi					
Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	$246.95	**15J**	**11P**	**9B**	**View**
Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	$248.85	**15J**	**11P**	**9B**	**View**
Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	$250.85	**15J**	**11P**	**9B**	**View**
Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	$252.85	**15J**	**11P**	**9B**	**View**
Laborers	Tunnel Work-Guage and Lock Tender	$71.19	**15J**	**11P**	**8Y**	**View**
Laborers	Tunnel Work-Miner	$71.19	**15J**	**11P**	**8Y**	**View**
Laborers	Vibrator	$69.37	**15I**	**11P**	**8Y**	**View**
Laborers	Vinyl Seamer	$67.39	**15J**	**11P**	**8Y**	**View**
Laborers	Watchman	$52.73	**15J**	**11P**	**8Y**	**View**
Laborers	Welder	$68.56	**15J**	**11P**	**8Y**	**View**

Laborers	Well Point Laborer	$68.56	**15J**	**11P**	**8Y**	**View**
Laborers	Window Washer/Cleaner	$52.73	**15J**	**11P**	**8Y**	**View**
Plumbers & Pipefitters	Journey Level	$95.37	**5A**	**1G**		**View**
Refrigeration & Air Conditioning Mechanics	Journey Level	$100.71	**5A**	**1G**		**View**

Exhibit B

Brief Scope and background for Generators at Radio Sites

1.2. Background

Reliable emergency communications depend on continuous, uninterrupted power at each county radio site. During utility outages caused by storms, wildfires, equipment failures, or scheduled maintenance activities, loss of commercial power can immediately disable critical 911 and public safety radio infrastructure. Several of the listed radio sites currently lack permanent standby power systems, resulting in operational risk and reduced system resilience.

To ensure system reliability and maintain uninterrupted radio service for emergency responders, each site requires the installation of a dedicated standby generator and associated Automatic Transfer Switch (ATS). Installing standardized 24kW Generac generator units across the identified locations will provide consistent, code-compliant backup power capabilities that meet operational demands, align with manufacturer and electrical requirements, and support long-term maintenance.

The following scope of work outlines the required turnkey installation activities, site-specific considerations, and testing requirements necessary to place each generator into fully operational service.

3.3. Scope of work

This project provides for the turnkey installation of standby generator systems at multiple County radio communications sites to ensure continuous, reliable power for critical public safety infrastructure. The Contractor shall furnish all permits, labor, materials, equipment, and services required to install Generac 24kW standby generators, associated Automatic Transfer Switches (ATS), electrical components, foundations, grounding systems, and all related infrastructure necessary for complete and operational standby power systems at the identified locations.

Work will include site preparation, equipment installation, electrical integration with existing site systems, compliance with manufacturer specifications and all applicable codes, complete system testing and commissioning, and coordination with site owners and third-party fuel contractors. Site-specific requirements, including the full electrical buildout at the Mineral site and American Tower access requirements at the Democrat site, shall be adhered to in full. Upon completion, each site shall have a fully functional, code-compliant standby power system capable of supporting uninterrupted radio operations during commercial power outages.

Upon completion of project, contractor will supply a Project Closeout Documentation Binder with information found in the attachment C.

Exhibit C

Generator_Project_Closeout_Documentation_Binder (1)

Project Closeout Documentation Binder

The Contractor shall provide a complete project documentation binder at the conclusion of work for each site. This binder shall be delivered in both hard-copy form and as a fully indexed digital PDF. At a minimum, the binder shall contain the following:

1. **Project Overview** • Final project summary
   • Site-specific notes and deviations (if any)
   • Contact information for Contractor, subcontractors, and vendors
2. **Equipment Documentation** • Complete equipment list including model numbers, serial numbers, and installed quantities
   • Manufacturer data sheets for all major components (generators, ATS units, breakers, panels, grounding equipment, etc.)
   • Manufacturer installation manuals
   • Manufacturer operation and maintenance manuals (O&M)
   • Warranty documentation for all installed equipment
3. **Electrical Documentation** • Final as-built electrical drawings
   • One-line diagrams with all field changes incorporated
   • Conduit and cable schedules
   • Panel schedules and breaker data
   • Grounding system layout and test results
4. **Permitting and Compliance** • Copies of all permits obtained for the work
   • Inspection reports and approvals from all authorities having jurisdiction
   • Compliance certificates (electrical, structural, and any required site-owner approvals)
   • Environmental or site-access compliance documents, where applicable
5. **Construction Documentation** • Site preparation summary
   • Foundation and pad installation details, including concrete mix tickets (if applicable)
   • Equipment installation photos documenting major phases and final configuration
   • Fuel system coordination notes and documentation of third-party fuel contractor work
6. **Testing and Commissioning** • Full testing and commissioning reports for generators and ATS units
   • Load test results
   • Verification of proper transfer and retransfer sequences
   • Start-up reports from manufacturer-authorized technicians
   • Punch list and final closeout confirmation
7. **Maintenance Information** • Recommended maintenance schedule for all equipment
   • Required intervals for inspections and service
   • List of consumables (filters, oil, spark plugs, etc.) with part numbers
   • Service contact information for warranty and post-warranty support
8. **Operational Guidance** • Detailed user instructions for normal and emergency operation
   • Safety procedures and shutdown protocols
   • Troubleshooting guide

9. **Spare Parts and Consumables** • Inventory list of spare parts provided by the Contractor (if required by spec)
    - Documentation of any spare keys, control panel passwords, or access instructions
10. **Final Acceptance** • Signed completion certificate
    - Site-owner or agency acceptance documentation
    - Warranty start date confirmation

Exhibit D

generator_installations_for_radio_sites-2026-08-05-12-43-33



E911/Radio Services

Invitation For Bid

TBD

GENERATOR INSTALLATIONS FOR RADIO SITES

Lewis County

Project: Generator Installations for Radio sites, TBD

Effective Date: undefined

1. CALL FOR BIDS

1.1. Summary

Generator Installations for Radio sites, Project #TBD

NOTICE IS HEREBY GIVEN that Lewis County will open sealed bids and publicly read them aloud at or after 2:00PM on Wednesday, July 15, 2026 for the above project. The Bid Opening will take place in the Historical Courthouse, 351 NW North St, on the 2nd floor in the BOCC Hearing Room.

Each bid shall be in accordance with the plans, specifications, and other contract documents available through the procurement portal at: https://procurement.opengov.com/portal/lewiscountywa

Project Name and #: Generator Installations for Radio sites, Project #TBD
Location of work: See Attachment's

Contact Person: Tony Wherry, Radio Supervisor, (360) 751-2275, tony.wherry@lewiscountywa.gov

(Mandatory) Pre-Bid Walk: 8:00 am on Tuesday, June 30, 2026 at Radio Shop, 542 Center St. Chehalis Wa. 98532

Each bid shall be accompanied by acceptable bid security in the sum of five percent (5%) of the bid amount, a signed non-collusion affidavit and a signed bid form.

Bids must be submitted electronically through the procurement portal at https://procurement.opengov.com/portal/lewiscountywa no later than 2:00 pm on Wednesday, July 15, 2026. Bids submitted after the due date will not be accepted.

The Lewis County Internal Services Department in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to

submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

1.2. Background

Reliable emergency communications depend on continuous, uninterrupted power at each county radio site. During utility outages caused by storms, wildfires, equipment failures, or scheduled maintenance activities, loss of commercial power can immediately disable critical 911 and public safety radio infrastructure. Several of the listed radio sites currently lack permanent standby power systems, resulting in operational risk and reduced system resilience.

To ensure system reliability and maintain uninterrupted radio service for emergency responders, each site requires the installation of a dedicated standby generator and associated Automatic Transfer Switch (ATS). Installing standardized 24kW Generac generator units across the identified locations will provide consistent, code-compliant backup power capabilities that meet operational demands, align with manufacturer and electrical requirements, and support long-term maintenance.

The following scope of work outlines the required turnkey installation activities, site-specific considerations, and testing requirements necessary to place each generator into fully operational service.

1.3. Timeline

Release Project Date	June 23, 2026
Pre-Proposal Meeting (Mandatory)	June 30, 2026, 8:00am Radio Shop, 542 Center St. Chehalis Wa. 98532
Question Submission Deadline	July 6, 2026, 5:00pm
Proposal Submission Deadline	July 15, 2026, 2:00pm

2. Instructions To Bidders

FOR LEWIS COUNTY E911/Radio Services CONSTRUCTION PROJECTS
PART 0 - GENERAL CONDITIONS

FOR LEWIS COUNTY FACILITIES CONSTRUCTION PROJECTS

EXPLANATION TO PROSPECTIVE BIDDERS
A. Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must submit a request in writing to the Architect/Engineer (A/E) or owner if no A/E, 7 calendar days before the bid due date. Oral explanations or instructions given

before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders by addendum to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

B. In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all of its contracts by Minority and Women's Business Enterprises (MWBE) firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this invitation or as a subcontractor to a bidder. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids, no minimum level of MWBE participation shall be required as a condition for receiving an award, and bids will not be rejected or considered non-responsive on that basis.

C. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

PREPARATION OF BIDS – CONSTRUCTION

A. Bids must be: (1) submitted on the bid proposal forms, or copies of forms, furnished by the Owner or the Owner's agent, and (2) signed in ink. The person signing a bid must initial each change appearing on any bid form. If the bid is made by a corporation, it shall be signed by the corporation's authorized designee. The address of the bidder shall be typed or printed on the bid form in the space provided. Forms shall be scanned and uploaded through the OpenGov portal.

B. The bid form may require bidders to submit bid prices for one or more items on various bases, including: (1) lump sum base bid; (2) lump sum bid alternate prices; (3) unit prices; or (4) any combination of items (1) through (3) above.

C. If the solicitation includes alternate bid items, failure to bid on the alternates may disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

D. Substitute bid proposals will not be considered unless this solicitation authorizes their submission.

BID GUARANTEE

FORMAL BID (BOCC Bid Call)

When the sum of the base bid plus all additive bid alternates is $40,000.00 or less, bid security is not required. When the sum of the base bid plus all additive alternates is greater than $40,000.00, a bid guarantee in the amount of 5% of the base bid amount is required. Failure of the bidder to provide bid guarantee when required shall render the bid non-responsive.

A. Acceptable forms of bid guarantee are: A bid bond or postal money order, or certified check or cashier's check made payable to the Lewis County Treasurer. The Owner will return bid guarantees (other than bid bond) to unsuccessful bidders as soon as practicable, but not sooner than the execution of a contract with the successful bidder. The successful bidder's bid guarantee

will be returned to the successful bidder with its official notice to proceed with the work of the contract.

B. The bidder will allow 60 days from bid opening date for acceptance of its bid by the Owner. The bidder will return to the Owner a signed contract, insurance certificate and bond or bond waiver within 15 days after award of the contract. If the apparent successful bidder fails to sign all contractual documents or provide the bond and insurance as required or return the documents within 15 days after award of the contract, the Owner may terminate the award of the contract.

C. In the event a bidder discovers an error in its bid following the bid opening, the bidder may request to withdraw its bid under the following conditions:

1. Written notification is received by the Owner within 24 hours following bid opening.
2. The bidder provides written documentation of the claimed error to the satisfaction of the Owner within 72 hours following the bid opening. The Owner will approve or disapprove the request for withdrawal of the bid in writing. If the bidder's request for withdrawal of its bid is approved, the bidder will be released from further obligation to the Owner without penalty. If it is disapproved, the Owner may retain the bidder's bid guarantee.

ADDITIVE OR DEDUCTIVE BID ITEMS

A. The low bidder, for purposes of award, shall be the responsive bidder offering the low aggregate amount for the base bid item, plus additive or deductive bid alternates selected by the Owner, and within funds available for the project. The bidder agrees to hold all bid alternate prices until bid award and contract execution.

ACKNOWLEDGEMENT OF ADDENDA

A. Bidders shall acknowledge receipt of all addenda to this solicitation by identifying the addenda numbers in the space provided for this purpose on the bid proposal form. Failure to do so may result in the bid being declared non-responsive.

SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

A. The bidder acknowledges that it has taken steps necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and road; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during the work. The bidder also acknowledges that it has satisfied itself as to character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the bidder to take the actions described and acknowledged in this paragraph will not relieve the bidder from responsibility for estimating properly the difficulty and cost of successfully performing the work.

BID AMOUNTS

A. The bid prices shown for each item on the bid proposal shall include all labor, material, equipment, overhead and compensation to complete all of the work for that item.

B. The actual cost of building permit (only) and the public utility hookup fees will be a direct reimbursement to the Contractor or paid directly to the permitting agency by the Owner. Fees for these permits should not be included by the Bidder in the bid amount.

C. The Bidder agrees to hold the base bid prices until bid award and contract execution.

TAXES

A. The bid amounts shall not include Washington State Sales Tax (WSST). All other taxes imposed by law shall be included in the bid amount. The Owner will include WSST in progress payments. The Contractor shall pay the WSST to the Department of Revenue and shall furnish proof of payment to the Owner if requested. [NOTE: Contractor must bond for contract amount plus the WSST.]

SUBMISSION OF BIDS

A. Bid Proposals must be submitted on or before the time specified in the Advertisement for Bids.

B. If the base bid and the sum of the additive alternates is one million dollars or more, the Bid Proposal shall comply with the following requirements:

1. Pursuant to RCW 39.30.060, if the base bid and the sum of the additive alternates is one million dollars or more, the Bidder shall provide names of the Subcontractors with whom the Bidder will subcontract for performance of heating, ventilation and air conditioning (HVAC), plumbing, and electrical.

2. The Bidder can name itself for the performance of the work.

3. The Bidder shall not list more than one Subcontractor for each category of work identified UNLESS Subcontractors vary with bid alternates, in which case the Bidder must indicate which Subcontractor will be used for which alternate.

4. Failure of the Bidder to submit as part of the bid the NAMES of such Subcontractors or to name itself to perform such work shall render the Bidder's bid nonresponsive and, therefore, void.

C. The Bid Proposal shall be submitted through the OpenGov.com portal https://procurement.opengov.com/portal/lewiscountywa

D. Prior to the bid opening, the Owner's representative will designate the official bid clock. Any part of the bid proposal or bid modification not received prior to the times specified, per the designated bid clock, will not be considered and the bid will be returned to the bidder unopened.

E. A bid may be withdrawn in person by a bidder's authorized representative before the opening of the bids. Bidder(s) representative will be required to show ID and sign on bid summary sheet before it will be released.

F. People with disabilities who wish to request special accommodation, (e.g., sign language interpreters, Braille, etc.) need to contact the Owner ten (10) working days prior to the scheduled bid opening.

BID RESULTS

A. After the Bid Opening, a tabulation of the bids will be posted as a notice for the project in the OpenGov portal. Bidders may obtain the tabulation of apparent bids from Lewis County by Contacting the procurement contact listed in the bid documents.

LOW RESPONSIBLE BIDDER

A. If applicable, it is the intent of the Owner to award a contract to the low responsible bidder. In determining the bidder's responsibility, the Owner shall consider an overall accounting of the attached "DIVISION 00 RESPONSIBILITY CRITERIA". Upon Owner's request, the apparent low bidder must supply the requested information within two (2) business days of request by Owner. Withholding information or failure to submit all the information requested within the time provided shall render the bid nonresponsive. If the Owner determines that the apparent low bidder is not responsible, the Owner will notify the bidder of its preliminary determination in writing. Within three (3) days after receipt of the preliminary determination, the bidder may withdraw its bid or request a hearing. The Owner will schedule a hearing within three (3) working days of receipt of the bidder's request. The hearing members will include the Facilities Director, Public Works Director and/ or Capital Infrastructure Specialist. The Owner will issue a Final Determination after reviewing information presented at the hearing. The Owner's Final Determination is specific to this project, and will have no effect on other or future projects.

B. "SUBCONTRACTOR RESPONSIBILITY CRITERIA" In accordance with SHB 2010 amending RCW 39.04 the Contractor shall include the language of this paragraph in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this paragraph apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number; and if applicable, have:

a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

b. A Washington Employment Security Department number, as required in Title 50 RCW;

c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

d. An electrical contractor license, if required by Chapter 19.28 RCW;

e. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

CONTRACT AWARD

The Owner will evaluate bid responsiveness and bidder responsibility.

A bid will be considered responsive if it meets the following requirements:

1. It is received at the proper time and place.

2. It meets the stated requirements of the bid proposal.
3. It is submitted by a licensed/registered contractor within the State of Washington at the time of bid opening and is not banned from bidding by the Department of Labor and Industries.
4. It is accompanied by a bid guarantee and non-collusion affidavit, if required.

A bid will be considered responsible if it meets the following requirements:
1. It meets an overall accounting of the responsibility criteria established for the project.
2. All required documents are completed and signed by a individual with such authority.
3. It is submitted by a licensed/registered contractor within the State of Washington at the time of bid opening and is not banned from bidding by the Department of Labor and Industries.

The Owner reserves the right to accept or reject any or all bid proposals and to waive informalities that do not affect the essential fairness of the bidding process.

The apparent low bidder, for purpose of award, shall be the responsive bidder offering the low aggregate amount for the base bid plus selected additive or deductive bid alternates and meeting all other bid submittal requirements.

The Owner may negotiate bid price adjustments with the low responsive bidder, including changes in the contract documents, to bring the bid within the available funding per RCW 39.04.015.

The Contract will only become effective when signed by the Owner. Prior to the Owner's signature, any and all costs incurred shall be the sole responsibility of the bidder.

It is the intent of the Owner to award a contract to the low responsible bidder.

Public Agency Debarment Debarment by any Public agency within the last two (2) years may render bid non-responsive.

3. Scope of Work

3.1. Compensation

Compensation will be made in the per the amount of the selected bidder, plus Washington State Sales Tax, upon completion of contract. Progress payments may be made at the County's discretion upon the County's approval of the 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).

3.2. Prevailing Wage

This project has been determined to be "Public Works" as defined by RCW 39.04 and WAC 296-127 and is subject to Washington State Prevailing Wage Laws. Current Prevailing Wage Rates for work performed in Lewis County is attached hereinto and can also be found at https://secure.lni.wa.gov/wagelookup/. The bid date used is Wednesday, July 15, 2026. These rates apply to Lewis County and may not apply to work performed outside Lewis County.

A printed copy is available in the issuing office and a printed copy may be mailed upon request.

In addition, successful Contractor and any subcontractors are required to file Statement of Intent to Pay Prevailing Wages, Affidavits of Wages Paid and file Certified Payroll Records as per L&I requirements.

Pursuant to RCW 39.12.040 the Contractor and each and every subcontractor from the contractor or a subcontractor must submit to the contract manager a "Statement of Intent to Pay Prevailing Wages". For a contract in excess of ten thousand dollars, the statement of intent to pay prevailing wages must include:

(i) The contractor's registration certificate number; and

(ii) The prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the estimated number of workers in each classification. A copy of the Intent approved by L&I must be posted in a location readily visible to workers at the worksite

3.3. Scope of work

This project provides for the turnkey installation of standby generator systems at multiple County radio communications sites to ensure continuous, reliable power for critical public safety infrastructure. The Contractor shall furnish all permits, labor, materials, equipment, and services required to install Generac 24kW standby generators, associated Automatic Transfer Switches (ATS), electrical components, foundations, grounding systems, and all related infrastructure necessary for complete and operational standby power systems at the identified locations.

Work will include site preparation, equipment installation, electrical integration with existing site systems, compliance with manufacturer specifications and all applicable codes, complete system testing and commissioning, and coordination with site owners and third-party fuel contractors. Site-specific requirements, including the full electrical buildout at the Mineral site and American Tower access requirements at the Democrat site, shall be adhered to in full. Upon completion, each site shall have a fully functional, code-compliant standby power system capable of supporting uninterrupted radio operations during commercial power outages.

Upon completion of project, contractor will supply a Project Closeout Documentation Binder with information found in the attachment C.

4. Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Lump sum cost	1	$		
TOTAL					

5. Vendor Questionnaire

5.1. Experience of Superintendent or Project Manager*

Submit resume and references if different than above, of the person proposed by the bidder to superintend the work. This person shall have managed projects of similar complexity and similar size, and successfully completed the project within the last three (3) years.

Superintendent and/or Project Manager shall not be replaced on the project without full consent of the Owner.

*Response required

5.2. Contractor's Ability to Meet the Project Schedule*

On a separate sheet, list the project titles, original contract time, and change order time extensions for three specific projects. Bidder shall document that it achieved substantial completion of three previous projects of similar size and scope within no more than 105% of the final contracted time for completion (including change ordered adjustments).

*Response required

5.3. References from Owners of Previous Projects*

Owner will check references by contacting owners of previous projects on bidder's performance over the last five years. On average, such references shall be satisfactory or better on a five category scale with "satisfactory" at mid scale. A reference score sheet will be utilized for rating completed projects of similar scope and value.

☐ Please confirm

*Response required

5.4. Public Agency Debarment*

Bidder shall not have been debarred by any Public agency within the last two (2) years.

☐ Please confirm

*Response required

5.5. Non-Collusion Affidavit*

Please download the below documents, complete, and upload.

- Non_Collusion_Affidavit.pdf

*Response required

5.6. Bid Form*

Please download the below documents, complete, and upload.

- Bid_Form_Generator_Installa...

*Response required