

EQUIPMENT PURCHASE, SERVICE & INSTALLATION CONTRACT TERMS AND
CONDITIONS

EFFECTIVE DATE: 5/13/2020

SUNSET AIR INC., 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: Purchase and Installation of REME Halo HVAC Disinfection Systems
Bid Price (with accepted alternates): \$ 76,195

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, 21, 22, 23, 35, 37, 39, 48, 49, and 56 are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 13TH day of MAY, 2020.

CONTRACTOR:

SUNSET AIR INC.

LEWIS COUNTY

Steve Wohld
Lewis County, Chief of
Internal Services

[Signature] President

Title of Signatory
Authorized by the firm By Laws

Mailing Address:

SUNSET AIR INC.
P.O. Box 8208
LACEY, WA. 98503

Approved as to Form Only:
Jonathan Meyer, Prosecuting Attorney

By: _____
Deputy Prosecuting Attorney

UBI or Contractors License#
SUNSEAK220CM

Federal Business Tax ID No.

91-0997053

These terms and conditions are hereby a part of the conditions agreed to by the Contractor upon acceptance:

1. **Gifts and Gratuities:** Businesses must not offer, nor County employees accept, gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with County business practices. It is also unlawful for anyone to offer another, to influence or cause them to refrain from submitting a bid. Contractors and County employees must strictly adhere to the statutes and ordinances for ethics in contracting and purchasing, including RCW 42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract condition, bid practice, or at any activity related to County business.
2. **Applicable Law and Forum:** Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising herefrom shall be brought in Lewis County Superior Court, which forum shall have sole and exclusive jurisdiction and venue.
3. **Disputes:** (1) General—Differences between the Vendor 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 County Department's contract representative or his/her designee, shall be final and conclusive; (2) Notice of Potential Claims—The Vendor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (a) any act or failure to act by the County Department's contract representative or his/her designee, or the County, or (b) the happening of any event or occurrence, unless the Vendor has given the County a written Notice of Potential Claim within 20 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 Vendor 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. Vendor 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; and (3) Detailed Claim—The Vendor shall not be entitled to claim any such additional compensation, or extension of time, unless within 45 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Vendor 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.
4. **Alteration/Extra Work:** No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of any order will be effective without prior written consent of the County Department's contract representative. Any extra work (furnishing of materials or equipment and/or the doing of unforeseen work whenever it is deemed necessary or desirable in order to complete fully the work contemplated) shall be performed as directed or agreed upon and will be paid for at unit prices, approved rates or upon a mutually agreed upon lump sum stipulated in the written order authorizing the work. Performance of extra work without prior expressed written consent of the County Department's contract representative or his/her designee shall be at the Contractor's sole expense.
5. **Contract Documents:** The contract documents shall be include one or more of the following: Agreement, Special Provisions, Addendums, General Terms or General Conditions, Bid Response (including Manufacturers' Specifications, Specifications, and Bid Offer Form), and

Purchase Order shall be a part of and constitute the contract entered into by the County, and the successful Bidder. In the event there is discrepancy between any of the foregoing contract documents, the above order of documents governs so that the former prevails over the latter.

6. **Notice of Award:** Notice of award shall have been deemed to be given when the Board if Commissioners (or its designee, if applicable) authorizes the Contract award. If no such authorization is required, the notice of award shall be when the Purchase Order and/or Contract, addressed to the successful Bidder at the address shown in the bid, is delivered to the County, unless otherwise noted. The County will also post an award notice on the Web site or provide a written notice to unsuccessful bidders.
7. **Acceptance of Award:** If any purchase by the County is accepted, or the awarded vendor otherwise begins work, the winning vendor is deemed to have agreed to all these Terms and Conditions, Contracts, ITB or RFP, Specifications, and all other related documents. If such work is accepted by the awarded vendor prior to the County receiving a signed contract, the County shall still regard the contract terms and related documents to be in force.
8. **Licenses, Permits, And Taxes:** The Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.
9. **Change Orders:** Except as hereafter specifically provided, change orders for material or services effective if issued and authorized in writing by the County Department's contract representative or his/her designee. The County reserves the right to add or delete items, agencies or locations, as determined to be in the best interest of the County. Added items, agencies or locations will be related to those on contract, and additions or deletions will be by mutual agreement, and with prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the County Department's contract representative or Buyer. Change orders for material or services will be without effect unless issued and authorized in writing by the County Department's contract representative or his/her designee.
10. **Pricing:** Prices shall remain firm as stated in the bid offer for the duration of the Contract, including all extensions. If the bid or quotes indicated different pricing for extension periods, those prices shall remain effective throughout the extension.
11. **Freight:** Prices include freight prepaid and allowed. The Contractor assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges.
12. **Title:** Prices are F.O.B. destination. Title to items and risk of loss remain with Contractor until County receives items at the delivery point.
13. **Assignment:** Neither party to a Contract/Purchase Order may assign any portion of the agreement without the prior consent of the other party.
14. **Force Majeure:** Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason or force Majeure, as determined by the County. The term "force Majeure" means an occurrence beyond the control of the affected party and not avoidable by reasonable diligence. Force Majeure includes acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force Majeure said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. The County reserves the right to cancel the contract and/or purchase materials,

equipment or services from the best available source during the time of force Majeure, and Contractor shall have no recourse against the County.

15. **Termination for Cause:** Either party may terminate this Purchase Order/Vendor Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party.
16. **Termination for Reasons Beyond Reasonable Control of a Party:** Either party may terminate this Purchase Order/Vendor Contract without recourse by the other where performance is rendered impossible for reasons beyond such party's reasonable control such as, but not limited to, an act of nature, war or warlike operations, civil commotion, riot, labor dispute including strike, walkout, or lockout, sabotage, or superior governmental regulation or control.
17. **Termination for Public Convenience:** The County may terminate this Purchase Order/Vendor Contract in whole or in part whenever the County determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case, the Contractor shall be paid for all items accepted by the County.
18. **Notification of Termination:** shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.
19. **Failure to Perform:** Failure of a Bidder to furnish the equipment, supplies, materials, and/or services from a bid which results in a contract award, may eliminate the Bidder from the active bidder's mailing list for the products or services concerned, at the discretion of the County.
20. **Personal Liability:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of Lewis County be in any way liable or responsible for any covenant or agreement herein contained whether express or implied, nor for any statement of representation made herein or in any connection with this agreement.
21. **Cooperative Purchase:** Lewis County has entered into intergovernmental (Interlocal) purchasing agreements pursuant to RCW 39.34 with other Washington governmental entities under which either party may make purchases at the other party's accepted bid price. By submitting this Bid to Lewis County, the Contractor agrees, to the extent practicable, to make the same bid terms and price, exclusive of freight, available to other Washington governmental agencies. Lewis County will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of these purchases.
22. **Patents, Trademarks and Copyrights:** The Vendor warrants that the items to be furnished do not infringe upon any patent, registered trademark or copyright, and agrees to indemnify, defend, and hold Purchaser harmless against all demands, claims, actions, and causes of action in the event of any infringement or claim thereof.
23. **Liens/Title:** The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances, and that the Vendor has good and marketable title to same.
24. **Compliance with Laws:** The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations affecting its performance and indemnify, defend, and hold the Purchaser harmless against any demands, claims, actions, and causes of action arising from the violation thereof. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the Contractor for any of the above reasons.

25. **Warranties:** The Vendor warrants that items furnished conform to its description and any applicable specifications, shall be of good quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by Vendor to the Purchaser. The Bidder will submit in writing and detail, the warranty covering said item(s).
26. **Uniform Commercial Code:** To the extent not otherwise agreed herein, the provisions of the Uniform Commercial Code, as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the Purchaser.
27. **Payments:** The Contractor shall be paid upon completion of work. Progress payments may be made at County's discretion upon approval of Contractor's invoices for materials or services that are delivered and accepted, provided 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).
28. **Invoices:** Invoices must be supported by a delivery ticket/receipt, and contain the following minimum information: (1) purchase order/contract number; (2) item number, quantity and description; (3) unit and extended prices; and (4) shipping charges when applicable. Mail invoices to: LC Facilities Division, Accounts Payable, 351 NW North St., Chehalis, WA 98532. Invoices without purchase order numbers will be returned unpaid.
29. **Approvals:** Materials purchased are subject to the approval of Lewis County and if rejected are held subject to the Vendor's risk and expenses incurred for its return as approved by the County Department's contract representative.
30. **Bond Requirement:** Payment and Performance Bonds, when required, will be made in accordance with the forms prepared by the County and incorporated herein. When requested, each bid must be accompanied either by a certified or cashier's check for 5% of the total amount bid, payable to the Lewis County Treasurer, or an approved bid bond, by a surety company authorized to do business in the State of Washington, for 5% of the total amount bid. The check or bid bond is security that the bidder will, if awarded the bid, enter into a contract with the County for the equipment, service(s) and performance(s) specified within the time set forth in these requirements. Any bidder who refuses to enter into a contract after it has been awarded to the bidder will be in breach of this agreement to enter into the contract and the bidder's certified or cashier's check or bid bond shall be forfeited. If a bid bond is used, the 5% may be shown either in dollars and cents, or may be filled in as follows: "5% of the total amount accompanying the proposal." Upon award and signing of the contract, the bid security will be returned if by check, or will automatically expire if a bid bond. The bid securities of all other bidders will be processed in the same manner immediately upon award of the contract.
31. **Nondiscrimination:** In all hiring or employment made possible or resulting from this purchase, services and installation Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates, pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

32. **Equal Opportunity:** "The Equal Opportunity Clause" in Section 301 of Executive Order 10925 as amended, and the implementing Rules and Regulations, are herein incorporated by reference.
33. **OSHA/WISHA:** The Contractor agrees to comply with the conditions of the Federal Occupational Safety and Health Act of 1970, the Washington Industrial Safety and Health Act of 1970, and the standards and regulations issued thereunder, and certifies that all items furnished and purchased under the order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify, defend, and hold harmless Purchaser against all demands, claims, actions, and causes of action as a result of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.
34. **Shipping Instructions:** Unless otherwise specified, all shipments shall be prepaid via lowest cost reliable common carrier f.o.b., destination. Unit cost of items f.o.b., Lewis County, shall not include sales tax or cost of freight. Freight charges will be added as a separate item but shall not include sales tax in the freight charge. Sales tax shall be added to the invoice as a separate charge.
35. **Taxes:** Prices quoted shall show as a separate entry the total Bid amount before Washington State sales tax is applied. Lewis County reserves the right to invoke RCW 39.30.040 regarding purchases from the lowest and best bidder.
36. **Hazardous Chemicals:** Lewis County in compliance with applicable laws and regulations, requires each shipment of hazardous chemicals to be accompanied by a material safety data sheet ("MSDS").
37. **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, defend, and hold harmless the County against any demands, claims, actions, or causes of action relating to 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 taxes on personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.
38. **Ownership Of Documents:** All documents, data, drawings, specifications, software applications and other products or materials produced by the Contractor in connection with this Agreement shall be the property of the County. All such documents, products and materials shall be forwarded to the County at its request and may be used by the County as it sees fit. The County agrees that if the documents, products and materials prepared by the Contractor are used for purposes other than those intended by the Agreement, the County does so at its sole risk and agrees to hold the Contractor harmless for such use. All services performed under this Agreement will be conducted solely for the benefit of the County and will not be used for any other purpose without written consent of the County. Any information relating to the services will not be released without the written permission of the County. The Contractor shall preserve the confidentiality of all County documents and data accessed for use in Contractor's work product.

39. **Emergency Work:** The Contractor will not be allowed added compensation for any emergency work performed on Sundays or legal holidays, unless such work is ordered and approved by the County Department's contract representative or project manager or is otherwise expressly provided for herein.
40. **Guarantee:** The Contractor hereby guarantees that all of the work, materials or equipment furnished by him/her under this agreement will fully meet all requirements for quality of workmanship, materials, strength and any and all other requirements of the specifications.
41. **Workers Right to Know:** The Department of Labor and Industries are required by law to establish a program to make employers and employees more aware of the hazardous substances in their work environment. All hazardous substances, including any of the items so listed on this RFP, RFQ, ITB or contract bid and subsequent award, must include with each delivery completed Material Safety Data Sheets ("MSDS") for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: (1) The identity of the hazardous material; (2) appropriate hazardous warnings; and (3) Name and address of the chemical manufacturer, importer or responsible party. Agencies may withhold payment pending receipt of a legible copy of the MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement, unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.
42. **Emergency and Disasters:** The following shall be in effect during major emergencies or disasters when the County activates its Emergency Operations Center or otherwise provides verbal notice. Seller acknowledges that the County is procuring such goods/services for the benefit of the public. Seller agrees, in support of the public good, to consider the County as a customer of first priority and shall make its best effort to provide the County requested goods/services in as timely a manner as practicable. Seller and the County agree that a major emergency or disaster includes, but is not limited to: storms, high winds, earthquakes, floods, hazardous material releases, transportation mishaps, loss of utilities, fires, terrorist activities, pandemics, or combinations of the above. The seller understands and agrees to provide the County, upon County's request, such goods/services at such times as the County determines. In the event the Seller is unable to meet the delivery requirements due to circumstances beyond the reasonable control of the Seller, then Seller agrees to make such delivery as soon as practicable. If Seller is prevented from making delivery to the requested location due to circumstance beyond its reasonable control, Seller shall immediately assist the County in whatever reasonable manner to gain access to such goods/services. In the event Seller is unable to provide goods/services as requested by the County, the Seller may offer substitutions for County's consideration and shall provide substitutions only with prior approval from the County. Seller agrees to charge the County the price determined in this contract. If no price has been determined, it shall charge the County a price that is reasonable and that is customarily charged for such goods/services.
43. **Scope of Work:** Contractor shall provide all supplies, equipment and services described herein, including all attachments, which are incorporated herein by this reference. These attachments may include: Solicitation, Offer (to the extent that it does not conflict with this Agreement), General Terms and Conditions, Special Terms and Conditions, Attachments and Addendums, and Specifications. These documents constitute the entire agreement between the County and the Contractor, and may only be modified or amended in a writing that is signed by the parties.
44. **Compensation:** The County agrees to pay the Contractor according to the payment scheduled attached herein; said payment schedule includes any applicable sales or use tax.
45. **Damages:** If delivery and/or installation and/or service is not completed within the time specified, the Contractor agrees to pay actual damages to the County.

46. **Relationship between County and Contractor:** Contractor shall at all times be an independent contractor and not an employee or representative of Lewis County with regard to performance of this Agreement. Contractor shall not represent that it is, or hold itself out as, an agent or representative of Lewis County. In no event shall Contractor be authorized to enter into any agreement or undertaking for, or on behalf of, Lewis County.
47. **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, 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) 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. 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.
48. **Attorney's Fees:** If either party brings any legal action regarding the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees from the other party, in addition to any other relief that may be granted.
52. **Performance by Contractor:** Contractor shall not delegate or subcontract performance of any portion of this contract to any other person or entity without the prior written consent of Lewis County.
53. **Inspection: Examination of Records:** Until the expiration of three (3) years after final payment of the compensation payable under this Agreement, Contractor shall provide the County access to all of Contractor's books, documents, papers and records that are reasonably related to either parties' performance of its obligations under this Agreement.
54. **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, 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. 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"; and

Primary, Non-contributory endorsement, both in favor of Lewis County, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement".

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.

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.

Proof of insurance. Contractor shall provide certificates of insurance to County as evidence of the insurance coverage required herein. County reserves the right to require complete, certified copies of all required insurance policies, at any time.

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 any of its subcontractors.

55. **Term of Contract:** The term of the contract shall be for 12 months, unless extended by mutual agreement, in writing, by both parties.

56. **Prevailing Wage:** 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.



Sunset Air

INCORPORATED
ENERGY SERVICES DIVISION

(360) 923-1244 Ext 160 5210 Lacey Blvd. SE. • Lacey WA 98503 • e-mail: rnc@sunsetair.com

HVAC Budget

Project Name: *Lewis County RGF*
Bid Date & Time: *Thursday, April 30th, 2020*
Estimator: *Ryan M Cuoio, PE/LEED AP*
Attn: *Doug*



Design/Build



Base Bid

\$71,965 + Tax

Includes: Installation labor & Engineering/Design for the listed scope of work and NREC compliance for the mechanical systems.

Law & Justice Building: (\$18,110 + Tax)

- Install 14 Reme HALO LED UV Light Air Purification systems into Three Units
- Electrical work for powering all UV Lights

Historic Courthouse: (\$10,510 + Tax)

- Install 8 Reme HALO LED UV Light Air Purification systems into Two Units
- Electrical work for powering all UV Lights

Coroner/Evidence Building: (\$5,450 + Tax)

- Install 4 Reme HALO LED UV Light Air Purification systems into Four Units
- Electrical work for powering all UV Lights

Lewis County Jail & Juvenile Facility: (\$28,620 + Tax)

- Install 18 Reme HALO LED UV Light Air Purification systems into Eleven Units at the Jail
- Install 4 Reme HALO LED UV Light Air Purification systems into 4 Units at the Juvenile Facility
- Electrical work for powering all UV Lights

Public Works: (\$9,245 + Tax)

- Install 7 Reme HALO LED UV Light Air Purification systems into Seven Units
- Electrical work for powering all UV Lights

All Buildings include a 1 year full warranty From Sunset Air, a complete 7 Year Limited Warranty from RGF Environmental Group, and a 4 year Cell Warranty

TERMS OF PROPOSAL:

Please be aware that is pricing reflects current equipment/material pricing and availability, with no factor for inflation/escalation. The price shown is good for 30 days. Given the volatility of the commodities market, this portion of our price may need to be adjusted for final pricing.

DESIGN/ENGINEERING:

As part of this proposal, Sunset Air shall produce professionally engineered; CAD generated HVAC drawings for this project. Drawings and other documents, including those in electronic form ("Documents") prepared by Sunset Air are for use solely with respect to the subject project. Sunset Air is the owner of the Documents, and shall retain all common law, statutory, and other reserve rights, including copyrights. Upon execution of this Proposal, and expressly conditioned upon Sunset Air performing the construction associated with the Documents for the project, Sunset Air grants to Client a non-exclusive license to reproduce Sunset Air's documents solely for purposes of constructing, using, and maintaining the project, provided that Client shall comply with all obligations, including prompt payment of all sums when due. If construction is delayed for more than 30 days after notice to proceed with design, the owner agrees to pay Sunset for its design costs prior to commencement of construction.

TAX:

In considering the information and materials presented herein, you should consult with your tax professional regarding the applicability and availability of any energy tax credits discussed herein. Nothing in this material should be construed as tax advice, nor should this material, or any other information obtained from Sunset Air, Inc., be relied upon for tax planning purposes.

PAYMENT:

Interest of 12% per annum shall be owing on any invoice not paid within 30 days. In the event that Sunset Air is required to employ an attorney to collect sums owing, Sunset Air shall also be entitled to its reasonable attorneys' fees, and all other costs and expenses incurred.

If this proposal is acceptable, please indicate your acceptance by signing and returning. We will consider this direction to proceed. You will also need to sing the notice to customer portion below.

Date of acceptance: _____

Erick P. Martini

(Name) – Please Print



(Signature)



Ryan Cuoio, PE
Commercial Division Manager

NOTICE TO CUSTOMER

This contractor is registered with the state of Washington, registration no. SUNSEA*220CM, and has posted with the state a bond or deposit of \$12,000 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is February 2, 2021.

THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.

This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to \$12,000 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.

You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help ensure that your project will be completed as required by your contract.

YOUR PROPERTY MAY BE LIENED.

If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be lienied to force payment and you could pay twice for the same work.

FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.

The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

If payments due on this Contract are not paid, Customer agrees to pay all costs of collection, including reasonable attorneys' fees and experts' fees necessary for collection.

I have received a copy of this disclosure statement.
(Signature of Customer)

Project Name / Location:

Contracting Party: _____

By: _____

Its: _____

Date: _____