

PUBLIC WORKS AGREEMENT – PORT OF SKAMANIA COUNTY **Contract # 2020-2**

Contractor:	Hafford Construction, LLC
Name:	Jeff Hafford
Address:	5212 NE 99 th Street Vancouver, WA 98665
Contact:	Jeff Hafford
Phone:	360-624-2320
Email:	Haffordconstructions2020@gmail.com

Insurance and Indemnification: The Contractor shall defend, indemnify and hold the Port of Skamania County (“Port”) and all of its employees harmless from any and all liabilities, claims, damages, costs or expenses (including reasonable attorneys’ fees) arising from or relating to the work performed under this Agreement to the extent of the Contractor’s negligence. The Contractor waives, with respect to the Port, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement. Contractor shall secure and maintain, at its own cost and expense, Comprehensive General Liability and Property Damage insurance in the amount of not less than \$1,000,000 for death or injury in any one occurrence and \$1,000,000 for property damage in any one occurrence which provides, at a minimum, the following coverage:

Premises and Operation; Explosions, Collapse and Underground Hazards (Where Applicable); Products/Completed Operations; Contractual Liability; Broad Form Property Damage; Independent Contractors; and Personal Injury.

Contractor shall secure and maintain, at its own cost and expense, Comprehensive Auto Liability insurance in the amount of not less than \$1,000,000 per occurrence which provides, at a minimum the following coverages:

Owned Vehicles; Non-Owned Vehicles; Hired Vehicles; Property Damage.

This coverage shall be issued from an insurance company authorized to do business in the State of Washington. The Port shall be named as additional insured on said insurance coverage at least as broad as ISO CG 20 10 10 01 in a form acceptable to the Port Attorney. The Contractor agrees to repair and replace all property of the Port and all property of others damaged by the Contractor, Contractor’s employees, subcontractors and agents. It is understood that the whole of the work under this contract is to be done at the Contractor’s risk and that the Contractor is familiar with the conditions of materials, climatic conditions, and other contingencies likely to affect the work and has made their bid accordingly and that the Contractor will assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

Warranties: If within one year after the completion date of the Work, defective and unauthorized Work is discovered, the Contractor shall promptly, upon written order by the Port, return and in accordance with the Port’s instructions, either correct such work, or if such Work has been rejected by the Port, remove it from the site and replace it with non-defective and authorized Work, all without cost to the Port.

Nondiscrimination: The Contractor shall comply with all applicable federal and state laws, and Port ordinances, for equal employment opportunity and nondiscrimination laws.

Gifts: The Port’s Code of Ethics and Washington State law prohibit Port employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the Port’s Code of Ethics and state law, the Consultant shall not give a gift of any kind to Port employees or officials.

Prevailing Wages: This contract is subject to prevailing wages according to RCW 39.12.020. Contractor shall file an Intent to Pay Prevailing Wage form and Affidavit of Wages Paid form with L&I and pay for all fees associated with filing the forms. Contractor shall submit the Intent and Affidavit forms, approved by L&I, to the Port with payment request. No payment will be issued to the Contractor until the Port receives both approved forms. If any work is subcontracted on this project, an approved Intent and Affidavit form must be submitted for each sub-contractor. If progress payments are made on this project, an approved Intent form must be received prior to issuing the first payment. An approved Affidavit form must be received prior to issuing final payment.

Training. The Contractor and all subcontractors shall have received training on the requirements related to public works and prevailing wage under RCW 39.04.350 and chapter 39.12 RCW. The Contractor and all subcontractors must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. Unless exempted by state law.

Bonds/Retainage: No Bid Bond is required. For public works contracts under \$150,000 that do require performance and payment bonds, the contractor may ask the agency to waive the bonds and instead retain 10% of the contract amount for 30 days after the date of final acceptance, or until the receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries, whichever is later. (RCW 39308.010)

Industrial Insurance Status: Contractor is responsible for maintaining a current status of their industrial insurance premiums with the Department of Labor and Industries (L&I). Prior to issuing final payment, the Port will verify with L&I the status of the contractor’s premiums. Under RCW 60.28 the Port can withhold and pay the contractor’s delinquent premiums from the final payment.

Payment Processing: The Port shall pay the Contractor after final acceptance of each work order within 30 days of submittal of the invoice provided the Port has received approved L&I forms.

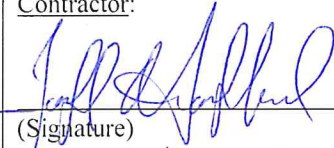

Completion Date: After agreed to start date by both Port and contractor, work shall be completed within 60 days unless otherwise agreed by both parties.	Total Contract Price to Hafford Construction, LLC not to exceed \$26,992.45
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Description of Work: according to proposal attached as Exhibit A. **New Door, Cover Over Door, Concrete Work**

The contractor should send invoices to the following address: **PO Box 1099, Stevenson WA 98648.**
Unless otherwise agreed, payment is net 30 days less retainage.

Note:

The contractor shall not start work until the Port orally provides a Notice to Proceed. This agreement shall terminate without cost if a Notice to Proceed is not issued within 60 days. The Port will not issue a Notice to Proceed before approved evidence of insurance is received.

<u>Contractor:</u>  (Signature) _____ (Date) _____ Print Name <u>JEFF HAFFORD</u>	<u>Port Department Approval:</u>  (Signature) _____ (Date) <u>9/9/2020</u> Print Name <u>Pat Albayh, Exec. Director</u>
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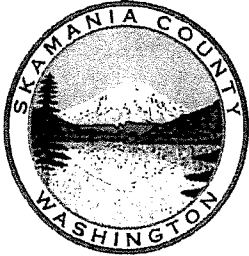
Approved as to form:
 _____ (Date)

Port Attorney _____ (Date)

Approved by Council: _____, 20____

Distribution Account Codes: Sewer Maintenance _____ - _____
 Program Object

Exhibit A



Skamania County

Community Development Department
 PO Box 1009/
 170 NW Vancouver Ave.
 Stevenson WA 98648
 (509) 427-3900

<http://www.skamaniacounty.org/community-development>

CS-20-062	CS-COM-REMODEL
PROJECT NAME: PORT OF SKAMANIA COUNTY	ISSUED: 07/28/2020
SITE ADDRESS: 212 SW CASCADE AVE STEVENSON	EXPIRES: 01/24/2021
PROJECT DESCRIPTION: NEW DOOR AND COVER OVER DOOR	

PARCEL: 02070111710000

APPLICANT: PORT OF SKAMANIA COUNTY P O BOX 1099 STEVENSON, WA 98648	OWNER: PORT OF SKAMANIA COUNTY P O BOX 1099 STEVENSON, WA 98648
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VALUATIONS:			FEES:	Paid	Due
Entered Valuation	15000	\$15,000.00	BUILDING VALUATION FEE- CS	\$251.25	\$0.00
	TOTAL:	\$15,000.00	PLAN REVIEW FEE-CS	\$163.31	\$0.00
			State Building Code Fee	\$6.50	\$0.00
			TOTALS:	\$421.06	\$0.00

REQUIRED INSPECTIONS

Building-Framing

Building-Final Building

This permit becomes null and void if the work or construction is not commenced within 180 days, or if the work or construction is suspended or abandoned for 180 days at any time after work is commenced, or if work is not completed within two years from the date of issue. All work shall be done in accord with the approved plans, except where such approval is in conflict with other codes. The approval plans shall not be changed or modified without the prior approval of the Building Office.

It is the owner/contractor's responsibility to comply with all applicable laws, codes and regulations. Skamania County makes no assurances or guarantees that the site, lot, soil, grade or other conditions are suitable for the proposed project. Please be advised that, due to the instability of mountainous areas, Skamania County makes no assurances as to the suitability of any lot or parcel for building purposes.

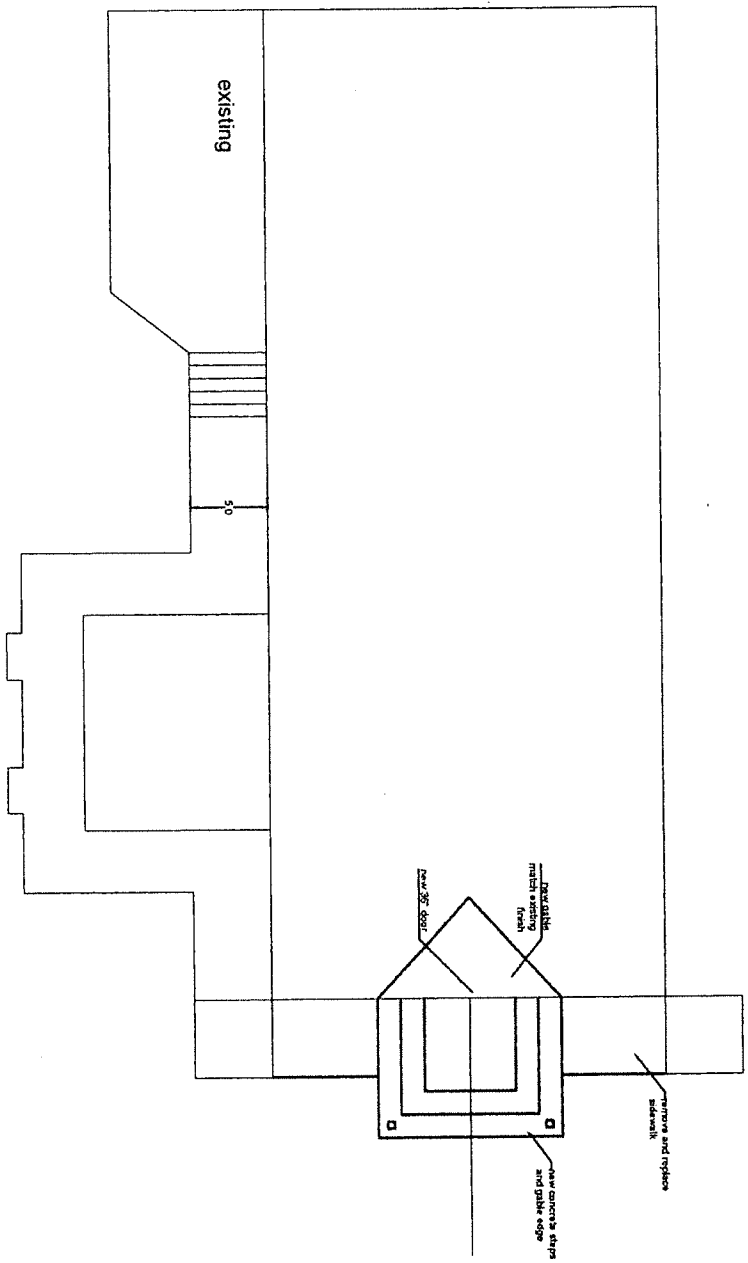
I hereby certify that I have read and examined all pages of this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permission does not presume to give authority to violate or cancel the provisions of any other State or Local law regulating construction or the performance of construction.

THIS PERMIT IS APPROVED FOR THE WORK DESCRIBED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS.

By

M. Mars 7-28-2020

[Signature] 7/28/2020
 Signature of OWNER/CONTRACTOR/or AUTHORIZED AGENT (Date)



NEW DOOR PLAN

scale: 1"=10'