

CONTRACT NO. KC-357-24
Contract for Goods and Services

This Goods and Services Contract ("Contract") is between Kitsap County, a Washington state political subdivision, having its principal offices at 614 Division Street, Port Orchard, Washington 98366 ("County") and Eagle Harbor Associates, LLC, a Washington state Limited Liability Company, having its principal offices at 1420 Marvin Rd. C147, Lacey WA 98516 ("Contractor").

In consideration of the terms and conditions of this Contract, the parties agree as follows:

SECTION 1. TERM AND EFFECTIVE DATE

- 1.1. The Contract will become effective on 6/20/2024 and terminate on 7/25/2025, unless terminated or extended. The Contract may be extended for additional consecutive terms at the mutual agreement of the parties. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

SECTION 2. DEFINITIONS

- 2.1. Contract means this Contract and any exhibits, amendments, specifications, schedule, and solicitation documents accepted by the County, and Attachments A (Scope of Work), B (Compensation), C (Special Terms and Conditions), D (Emergency Declaration). All such documents are incorporated herein in full by this reference.
- 2.2. Defect means a failure of a Good or Service to strictly comply with the Contract.
- 2.3. Goods means all products, materials, and Deliverables described in the Contract.
- 2.4. Deliverables means all things, materials, documents, information, and items developed by or on behalf of the Contractor or its Personnel in the course of or in connection with the supply of the Goods and Services in any form whatsoever (including electronic form) and includes all inventions, models, drawings, plans, artwork, designs, logos, reports, advices, proposals, and records, including all things described as deliverables in the Scope of Work.
- 2.5. Personnel means the Contractor and its employees, subcontractors, volunteers, interns, agents, and any other person utilized by the Contractor directly or indirectly or through third parties to provide goods and/or perform any services under the Contract. The Contractor shall have and maintain complete responsibility for its Personnel. The Contractor remains liable for all acts, errors, and omissions of its Personnel as if they were the acts or omissions of the Contractor. The Contractor will remove any Personnel performing services upon a request from the County.
- 2.6. Services means the work to be performed and deliverables as described in the Contract.

SECTION 3. SCOPE OF WORK, COMPENSATION, AND PAYMENT

- 3.1. Scope of Work. The Contractor shall provide all Goods and Services as identified in Attachment A, Scope of Work, in compliance with the Contract.
- 3.2. Compensation. The maximum amount of compensation paid under the Contract by the County shall not exceed \$209,058.55. A description of the compensation is provided in Attachment B: Compensation.

- 3.3. Price. The price payable for the Goods and Services shall be as provided in the Contract and unless otherwise stated shall include all charges for packing, shipping, insurance, and delivery of the Goods to the location identified by the County, and any taxes, levies, duties and applicable tax. No increase in the price may be made (whether on account of increased costs of material, labor, transport or fluctuation in rates of exchange or otherwise) without the prior written consent of the County.
- 3.4. Invoice. The Contractor will submit one (1) invoice to the County per month for payment of Goods and Services completed to date, unless otherwise agreed. Each invoice shall identify the Goods and Services provided, dates the services were provided, and any other information requested by the County. In the event the County disputes any aspect of an invoice, the County may upon providing written notice to the Contractor, withhold or suspend payment of the disputed part of the invoice until the dispute is resolved. The Contractor shall continue to perform its obligations under this Contract in the event of such a dispute.
- 3.5. Payment. The County will make reasonable efforts to pay the Contractor within thirty (30) days from the date the County receives a complete and correct invoice, subject to Section 4. All funds disbursed to the Contractor by Direct Deposit via Automated Clearing House (ACH), unless agreed otherwise.
- 3.6. Insurance/W-9 Compliance. All payments are expressly conditioned upon the Contractor's compliance with all insurance requirements and submission of a current IRS W-9 form to the County. Payments may be suspended in full in the event of noncompliance. Payments will be released upon compliance, subject to Section 4.
- 3.7. Restrictions. The Contractor will only be entitled to receive payment for Goods and Services expressly authorized in the Contract, which are received during the Contract term, and accepted by the County. The Contractor acknowledges oral requests and approvals of additional services or additional compensation are prohibited and unenforceable. Advance payments are not authorized.

SECTION 4. TERMINATION

- 4.1. For Convenience. The County may terminate the Contract, in whole or in part, without penalty, by giving ten (10) days prior notice to the Contractor.
- 4.2. For Funding issues. If any funding for Goods or Services is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the Contract becomes effective, the County may in its discretion: (1) accept a decreased price offered by the Contractor; (2) terminate the Contract; or (3) terminate the Contract and re-solicit the requirements.
- 4.3. Termination for Default. The County may immediately terminate the Contract, in whole or part, due to the Contractor's failure to comply with any Contract term or condition, or to make satisfactory progress in performing the Contract.
- 4.4. Procedures. Upon receipt of notice of termination, the Contractor shall stop all Goods and Services as directed in the notice and minimize further costs. All goods, materials, documents, data, and reports prepared by the Contractor under the Contract shall become the property of, and delivered to, the County on demand. A final payment will be made to the Contractor only for Goods and Services provided and accepted by the County up to the effective date of termination. No costs incurred after the effective date of termination will be paid.

SECTION 5. STANDARDS, ACCEPTANCE, RISK OF LOSS, WARRANTY

5.1. Warranties. The Contractor warrants and represents to the County as follows:

- 5.1.1. The Contractor has free and unencumbered title and the right to sell the Goods to the County.
- 5.1.2. All Goods will: i) be free from defects, and errors or omissions in design, materials, and workmanship; ii) comply in every respect with any relevant specification, industry standards, samples, drawings, and the Contract; iii) be newly manufactured, of first quality and not end of life; iv) adequately marked, labeled, contained, and packaged to prevent damage or deterioration during transport; v) be able to be used, assembled, handled, stored, dismantled, decommissioned, and disposed of without risk to the health or safety of any person; vi) be of good and merchantable quality; and vii) of satisfactory quality and fit for the purpose for which the County has made known to the Contractor, or, where the County does not make any purpose known to the Contractor, for the purpose for which the Goods are normally used.
- 5.1.3. All Services will: i) be performed with due care, diligence, and skill, in a professional, efficient and safe manner, and to best industry standards; ii) be performed by appropriately qualified and experienced Personnel; iii) be fit for the ordinary purpose for which they are intended; and iv) comply with every relevant specification, industry standards, and the Contract. The Contractor shall devote such time, energy, attention, and efforts to the Services provided under this Contract in order to promptly, efficiently, and satisfactorily provide all Services.
- 5.1.4. The Contractor will do all acts, matters, and things that may be necessary for and incidental to the proper and efficient supply of the Goods and Services. The Contractor and its Personnel will comply with all laws and standards relating to the supply of the Goods and Services, including the County's standards, policies, procedures, and directions, and obtain all necessary licenses, consents, permits, and approvals to supply the Goods and Services. The Contractor shall keep the County informed of the progress of the Goods and Services in the manner, method, and intervals requested by the County.
- 5.1.5. The Contractor and its Personnel: i) are competent and have all necessary and appropriate skills, training, background, and valid qualifications to carry out the duties and responsibilities of their positions and the tasks allocated to them; ii) will behave in a professional and responsible manner at all times and perform the Services with due care and skill and in accordance with best industry practice; iii) understand and agree to the requirements of this Contract which are relevant to them; and iv) when accessing the County locations, will comply with any security, occupational health, and safety and other policies and procedures specified by the County from time to time.
- 5.1.6. The Contractor will ensure that the County will obtain the benefit of all warranties given by all manufacturers, subcontractors, suppliers, and other relevant third parties in relation to the Goods and Services; and that the supply, and use, of any Goods and Services does not and will not contravene any laws or infringe the rights of a third party (including any Intellectual Property Rights). During any applicable Warranty Period, the Contractor shall, at no additional charge to the County and without prejudice to any other rights or remedies of the County, repair or replace any Goods or Services that do not comply with any of the applicable warranties.

- 5.2. Inspection, Testing and Acceptance. Prior to delivery of any Goods, the Contractor must conduct pre-installation testing to confirm that all Goods have no apparent defects. All Goods and Services are subject to final inspection and acceptance by the County. In the event of nonconforming Goods and/or Services, the County may elect to do any or all of the following: a) waive the non-conformance; b) stop the work immediately; c) require the Contractor to bring Goods and Services into compliance; and/or d) terminate the Contract and seek all remedies available in law and in equity. The Contractor agrees to diligently correct any work and replace any Goods and Services or make alterations necessary to meet specification requirements free of cost to the County. Inspection, testing, acceptance, or use of the Goods and Services will not affect the Contractor's obligation under the warranty. All warranties shall survive inspection, testing, acceptance, and use.
- 5.3. Title and Risk of Loss. Title to all Goods and Services will vest in the County upon delivery to the County unless expressly agreed otherwise. Risk of loss for Goods will pass to the County when the County actually receives and accepts the Goods at the point of delivery. All work shall be performed at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. All Goods failing to conform to the Contract shall be held at the Contractor's risk and may be returned to the Contractor.
- 5.4. Damage to County Property. The Contractor shall perform all work so that no damage to any County buildings or property results. The Contractor shall at its sole expense repair any damage caused to the satisfaction of the County. The Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, the Contractor shall at its sole expense, repair and finish in a manner which matches existing material as approved by the County.
- 5.5. Product Discontinuance. Should a product or model identified in the Contract be subsequently discontinued by the manufacturer, the County at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request prior permission from the County to substitute a new product or model and shall provide the County with documentation from the manufacturer confirming that the product or model has been discontinued and identifying the names of the replacement product or model. All replacements shall meet or exceed all Contract specifications, be compatible with all the functions or uses of the discontinued product or model, and be at a price equal to or less than the discontinued product or model.
- 5.6. Guarantee. All Goods and Services shall be guaranteed for a minimum period of one (1) year from the date of acceptance by the County against defects in material and workmanship. The Contractor at its sole expense shall be responsible for the repair or replacement of any defects identified during that period, unless the defect was caused solely by misuse of the County.

SECTION 6. INDEMNIFICATION

- 6.1. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively "Indemnitees") from and against all Claims resulting from or arising out of the performance of the Contract, whether such Claims arise from the acts, errors, or omissions of the Contractor, its Personnel, third parties, or anyone directly or indirectly employed by any of them, or anyone for whose acts, errors, or omissions for which any of them may be liable. It is the specific intent of the parties that the Indemnitees shall, in all instances except Claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by the Contractor from and against any and all Claims.

- 6.2. With regard to any Claim against any Indemnitee by any of the Contractor's Personnel, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's Personnel under workers compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, the Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) and acknowledges this waiver was mutually negotiated by the parties.
- 6.3. Claim. "Claim" means all losses, claims, suits, actions, liabilities, damages, demands, judgments, settlements, expenses, fines, or other liabilities of any kind or nature whatsoever, including without limitation, all costs including costs of Claim processing, investigation, reasonable attorneys' fees, consequential damages, and punitive damages, for any personal or bodily injury, sickness, disease, disability, or death, or loss or damage to tangible or intangible business or property, including the loss of use. Claim includes any infringement, violation, or misappropriation of copyright, patent, trademark, or other proprietary rights of any third parties.
- 6.4. Obligations/Notice of Claim. The County will provide the Contractor notice of the assertion of liability by a third party that may give rise to a Claim by the County against the Contractor based on the indemnity contained herein. The Contractor shall respond to the County's tender of defense of a claim in writing within fourteen (14) calendar days from the notice date and will advise the County if the Contractor accepts or denies tender of the claim. The County may in its discretion withhold all or part of any payment due the Contractor under the Contract until the Contractor responds to such notice. The Contractor shall keep the County timely and fully informed through all stages of the defense and promptly respond to and comply with the County's requests for information. The County at all times reserves the right but has no obligation to participate in the defense and settlement of any Claim. Such participation shall not constitute a waiver of the Contractor's indemnity and defense obligations under the Contract. The Contractor shall not settle or compromise any Claim in any manner that imposes any obligations upon the County without the prior written consent of the County. The Contractor shall promptly advise the County of any occurrence or information known to the Contractor that could reasonably result in a Claim against the County. The violation of any provisions of Section 6, including improper refusal to accept tender, is a material breach.

SECTION 7. INSURANCE

- 7.1. Minimum Insurance Required. The Contractor and its subcontractors, if any, shall procure and maintain, until all of Contract obligations have been fully discharged, including any warranty period, all insurance required in Section 7 with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than "8", with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in Section 7, or the limits available under the policies maintained by the Contractor without regard to the Contract, whichever is greater.

7.2. Professional Liability. (Check one of the following options):

☒ Not applicable.

☐ Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage will apply to liability for professional error, act or omission arising out of or in connection with the Contractor's Services under the Contract. The coverage shall not exclude bodily injury, property damage, or hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations, or laboratory analysis where such Services are rendered under the Contract.

7.3. Commercial General Liability ("CGL"). Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent contractor liability, and stop gap/employer's liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required herein, without the prior written approval of the County. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by the Contract.

7.4. Automobile Liability. (Check one of the following options):

☒ Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.

☐ Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.

☐ Not less than \$100,000 per occurrence and \$300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.

7.5. Umbrella or Excess Liability. The Contractor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest "Each Occurrence" limit for either CGL or Automobile Liability. The Contractor agrees to an endorsement naming the County as an additional insured as provided in Section 7, unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

7.6. Workers' Compensation and Employer Liability. If applicable, the Contractor shall maintain workers' compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Contractor's Personnel eligible for such coverage. If the Contract is for over \$50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than \$1,000,000.

- 7.7. Primary, Non-Contributory Insurance/Subcontractors. The Contractor's and its subcontractors' insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the County will be excess and not contributory to such insurance policies. All Contractor's and its subcontractors' liability insurance policies must be endorsed to show as primary coverage. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein.
- 7.8. Review of Policy Provisions. Upon request, the Contractor shall provide a full and complete copy of all requested insurance policies to the County. The County reserves the right without limitation, but has no obligation to revise any insurance requirement, or to reject any insurance policies that fail to meet the requirements of the Contract. The County also has the right, but no obligation to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. The County has the right to request and review the self-insurance retention limits and deductibles, and the Contractor's most recent annual financial reports and audited financial statements, as conditions of approval. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver, of its obligation to maintain all the required insurance at all times as required herein.
- 7.9. Waiver of Subrogation. In consideration of the Contract award, the Contractor agrees to waive all rights of subrogation against the County, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should the Contractor enter into a waiver of subrogation on a pre-loss basis.
- 7.10. Additional Insured, Endorsement, and Certificate of Insurance. All required insurance coverage, other than the workers' compensation and professional liability, shall name the County, its elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by the Contractor and its subcontractors. Endorsement is not required if the Contractor is a self-insured government entity, or insured through a government risk pool authorized by Washington State.

The Certificate of Insurance and endorsement shall identify the Contract number and shall require not less than thirty (30) days' prior notice of termination, cancellation, nonrenewal, or reduction in coverage. At the time of execution, the Contractor shall provide the Certificate of Insurance, endorsement, and all insurance notices to: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, WA 98366.

- 7.11. No Limitation on Liability. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees, or agents. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer's liability.

- 7.12. Claims-Made. If the Contractor's liability coverage is written as a claims-made policy, the Contractor shall purchase an extended-reporting period or "tail" coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Contract.

SECTION 8. NOTICE AND CONTRACT REPRESENTATIVES

- 8.1. Any notices, demands, and other communications required by the Contract will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Contract Representative at the address below. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three (3) days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day. Each party will designate a "Contract Representative", which may be changed by providing fifteen (15) days prior notice to the other party.

County's Contract Representative

Name: Penelope Sapp
Title: Superintendent of Corrections
Address: 614 Division St Port Orchard WA 98366
Phone: 360-337-5777 x4514
Email: psapp@kitsap.gov

Contractor's Contract Representative

Name: Ronald Gjelsten
Title: Owner
Address: 1420 Marvin Rd. C147, Lacey WA 98516
Phone: 360-7798201
Email: [Contractor Rep Email]

SECTION 9. AMENDMENT, SUBCONTRACT, INDEPENDENT CONTRACTOR

- 9.1. Amendment. No amendment or modification to the Contract will be effective without the prior written consent of the authorized representatives of the parties.
- 9.2. Successors and Assigns. To the extent permitted by law, the Contract is binding on the parties' respective partners, successors, assigns, executors, and legal representatives.
- 9.3. Assignments. Neither party shall assign or transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law, any right, duty, obligation, or remedy under the Contract without the prior written consent of the other.
- 9.4. Subcontracts. The Contractor shall provide the County a list of all subcontractors and the subcontractors' proposed responsibilities. "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any Good or Service for the performance of the Contract. All subcontracts shall incorporate by reference the terms and conditions of this Contract. The Contractor is solely responsible for the performance and payment of its subcontractors.

- 9.5. Independent Contractor. Each party under the Contract shall be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. Neither the Contractor nor its Personnel shall be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County. The Contractor shall have complete responsibility and control over its Personnel. The Contractor and its Personnel shall have no County employee-type benefits of any kind whatsoever, including without limitation, insurance, pension plan, vacation pay, or sick pay, or other right or privilege afforded to County employees. The Contractor and its Personnel shall be responsible for payment of all insurance, taxes, and benefits.

SECTION 10. OWNERSHIP, CONFIDENTIAL INFORMATION, AND BREACH

- 10.1. Ownership. Any and all work product, deliverable, equipment, or any other materials created, prepared, constructed, assembled, made, performed, or otherwise produced by the Contractor or its Personnel for delivery to the County under this Contract are the sole property of the County, must be delivered to the County upon termination of the Contract, or final payment to the Contractor, and shall not be used or released by the Contractor without prior authorization from the County. The Contractor agrees all such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material the Contractor uses to perform this Contract that is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of the Contract.
- 10.2. Personal Identifying Information/Breach. The Contractor shall ensure all personal identifying information, financial information, and other information made available to the Contractor by, or on behalf of, the County, or acquired or developed by the Contractor in the performance of the Contract (unless publicly available) is kept confidential, secured, and protected to prevent unauthorized access. In the event of unauthorized access or other security breach, the Contractor shall immediately notify the County and at its sole expense comply with all requirements of RCW 19.255.010. Upon Contract expiration or termination all confidential information shall be returned to the County or destroyed at the County's discretion.

SECTION 11. REPRESENTATIONS AND RECORDS

- 11.1. No Fee. The Contractor certifies it has not received, nor paid or agreed to pay another person or entity, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract.
- 11.2. Licenses, Permits, and Taxes. The Contractor shall, at its own expense, have and maintain all licenses, registrations, permits, and approvals necessary for the performance of the Contract, including without limitation, registration with the Washington State Department of Revenue. The Contractor shall pay all fees (including licensing fees) and applicable federal, state, and local taxes.

- 11.3. Nondiscrimination. The Contractor and its Personnel shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and the Americans with Disabilities Act, and as amended, in the performance of the Contract.
- 11.4. Public Records. The Contractor agrees that the Contract and all records associated with the Contract shall be available to the County for inspection and copying by the public pursuant to the Public Records Act, Chapter 42.56 RCW ("Act"). If the County determines that records in the custody of the Contractor are needed to respond to a request under the Act, the Contractor shall make all such records promptly available to the County at no cost to the County. With the exception of the Contract, if the Contractor considers any portion of any record, electronic or hard copy, to be protected from disclosure under the Act, the Contractor shall clearly identify all specific information it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy proprietary information that has been identified by the Contractor as protected from disclosure and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligation will be to make a reasonable effort to notify the Contractor of the request and the date that such protected information will be released unless the Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County will not be liable to the Contractor for releasing records pursuant to the Act.
- 11.5. Advertising. The Contractor shall not advertise or use the name, trademark, or logo of the County, without the County's prior written consent.
- 11.6. Audit and Record Retention. The Contractor and its Personnel shall retain all records relating to performance of the Contract for six (6) years after completion of the Contract or longer if requested by the County. All records shall be subject to inspection and audit by the County. Upon request, the Contractor shall promptly make all records available to the County at no cost to the County.

SECTION 12. RIGHTS AND REMEDIES

- 12.1. Responsibility for Correction. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specification or law shall be fully corrected by the Contractor (including parts, labor, shipping or freight) without cost to the County. This includes any necessary labor to remove, repair, install, or to ship or transport any item to a point of repair and return.
- 12.2. Default in One Installment. The Contractor shall deliver conforming goods in each installment or lot of this Contract and may not substitute nonconforming goods. Delivery of nonconforming goods or a default of any nature, at the option of the County, shall constitute a breach of the Contract as a whole.
- 12.3. Failure to Perform. If the County determines the Contractor has failed to perform any material obligation of the Contract, and such failure has not been cured within ten (10) days, following notice from the County, the County may without penalty, in its discretion, withhold all monies due the Contractor until such failure is cured to the satisfaction of the County.

- 12.4. Right of Assurance. If the County in good faith has reason to believe the Contractor does not intend or is unable to perform, or continue performing under the Contract, the County may demand in writing that the Contractor give a written assurance of intent to perform. Should the Contractor fail to provide adequate assurance to the reasonable satisfaction of the County, by the date specified the demand, the County may terminate all or part of the Contract and pursue all other rights and remedies available at law and in equity.
- 12.5. Responsibility for Errors. All Goods and Services shall be provided to the satisfaction of the County and as required herein. Upon request, the Contractor shall provide any clarifications and/or explanations regarding any Goods and Services provided as required by the County, at no cost to the County. In the event of noncompliance, error or omission under the Contract, the Contractor shall, at no cost to the County, provide all necessary design drawings, estimates, and all other services the County deems necessary to rectify and correct the matter to the satisfaction of the County. The Contractor shall continue to be responsible for the accuracy of Goods and Services, even after accepted by the County and the termination or expiration of the Contract.
- 12.6. Remedies. All County rights and remedies under the Contract are in addition to, and shall in no way limit, any other rights and remedies that may be available to the County at law and in equity.
- 12.7. Right of Off-Set; Reimbursement. The County shall be entitled to offset against any sums due the Contractor and reimbursement from the Contractor for any defects, damages, expenses, and any costs whatsoever incurred by the County due to the Contractor's nonconforming performance or failure to perform under the Contract.
- 12.8. Waiver. Either party's failure to insist upon the strict performance of any provision of the Contract, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any right or remedy under the Contract unless expressly so agreed in writing by an authorized representative.
- 12.9. The County may, upon termination of the Contract, procure on terms and in the manner that it deems appropriate, Goods and Services to replace those under the Contract. The Contractor shall be liable to the County for any and all costs, expenses, penalties, and fees incurred by the County in procuring Goods and Services in substitution for those due from the Contractor.

SECTION 13. GOVERNING LAW, DISPUTES

- 13.1. Governing Law; Venue. The Contract will be governed in all respects by the laws of the Washington State, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.
- 13.2. Disputes. Conflicts and disagreements between the parties related to the Contract will be promptly brought to the attention of the County. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County's Contract Representative. All decisions of the County's Contract Representative are considered final; however, nothing herein prohibits either party from seeking judicial relief.

SECTION 14. PREVAILING WAGE

Contractor shall comply with the prevailing wage requirements identified in Attachment C, which is incorporated in full by this reference.

SECTION 15. GENERAL PROVISIONS

- 15.1. Force Majeure. Neither party shall be liable to the other or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of their respective obligations in relation to the Contract, if the delay or failure was due to any cause beyond said party's reasonable control including, but not limited to, any act of God, government or state action, war, fire, civil commotion, insurrection, or industrial action of third parties out of the Contractor's control.
- 15.2. Time of the Essence. The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.
- 15.3. Implied Contract Terms. Each provision of law and any terms required by law to be in the Contract are made a part of the Contract as if fully stated in it.
- 15.4. Headings/Captions. Headings and captions are for convenience only and are not a part of the Contract and do not limit or amplify the terms and provisions hereof.
- 15.5. No Party the Drafter. The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.
- 15.6. No Third-Party Beneficiary. No provision of the Contract is intended to, nor will it be construed to, create any third-party beneficiary or provide any rights or benefits to any person or entity other than the County and the Contractor.
- 15.7. Severability. If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 15.8. Precedence. The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be this Contract, then the attachments and exhibits.
- 15.9. Counterparts/Electronic Signature. The Contract may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. A facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and deemed to constitute duplicate originals.
- 15.10. Non-Exclusive Contract. The County may obtain the same or similar goods or services that are the subject of this Contract from another source or have its own employees perform the same or similar services contemplated by the Contract.
- 15.11. Survival. Those provisions of this Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, without limitation: Sections 5 (Standards, Acceptance, Risk of Loss, Warranty), 6 (Indemnification), 7 (Insurance), 9 (Amendment, Subcontract, and Independent Contractor), 10 (Ownership, Confidential Information and Breach), 12 (Rights and Remedies), 13 (Governing Law, Disputes), and 15 (General Provisions).

15.12. Entire Agreement. The parties acknowledge the Contract is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements, oral or written, are hereby revoked and superseded by the Contract.

15.13. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Contract on behalf of the party for whom they sign.

Dated this 20th day of June, 2024 Dated this 2 day of July, 2024

EAGLE HARBOR ASSOCIATES LLC



RONALD GJELSTEEN,



Title

KITSAP COUNTY, WASHINGTON



JOHN GESE, SHERIFF

DATED or ADOPTED this 22 day of July, 2024.



BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Katherine T. Walters

KATHERINE T. WALTERS, Chair

Christine Rolfes

CHRISTINE ROLFES, Commissioner

Charlotte Garrido

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels

Dana Daniels, Clerk of the Board

ATTACHMENT A

SCOPE OF WORK

The Contractor shall directly provide to the Kitsap County Jail all the labor, tools, and personnel to fully install tamper proof security grills. The Contractor shall provide all the following services as specified and required by the Contracting Agency and in conjunction with the current HVAC project contracted under KC-383-23.

REPLACE EXISTING SECURITY GRILLES IN JAIL CELLS WITH NEW GRILLES. EXISTING GRILLES MAY EITHER BE REMOVED OR HAVE GRILLE FACE (INTERNAL BARS/GRID) REMOVED.

Kees SEG-4P3 10 Gauge

NEW GRILLES TO BE ~~KEES SEG-4P3~~ "RETROFIT" GRILLE. COUNT OF GRILLES INVOLVED (TO BE CONFIRMED PRIOR TO ORDERING):

West Pod - grilles are 7.25" x 9.25"- 2 vents per cell/ 48 cells/ 96 total vents
East Pod - grilles are 7.25" x 9.25"- 2 vents per cell/ 48 cells/ 96 total vents
South Pod - grilles are 7.25" x 9.25"- 2 vents per cell/ 40 cells/ 80 total vents
136 cells/ 272 total vents

Central A - grille covers are 10" x 10" - 2 vents per cell/ 26 cells/ 52 total vents
Central A has 7.5" x 7.5" safe covers over vents
B grille covers are 10" x 10" - 2 vents per cell/ 26 cells/ 52 total vents
C grille covers are 10" x 10" - 2 vents per cell/ 26 cells/ 52 total vents
D grille covers are 10" x 10" - 2 vents per cell/ 26 cells/ 52 total vents
104 Cells / 208 total vents

Other Requirements:

1. A performance bond for 100% of the project is required, released after 30 days of project completion (kept in Project file).
2. 5% retainage is required, which is released after 60 days of project completion (RCW 60.28.011). Contractor can get a Retainage Bond in lieu of withholding the 5% at their discretion.
3. Certificate of Liability with Kitsap County named additional insured along with the add-on endorsement as identified in this Contract is required.
4. An Intent approved by WA State LNI is required before the commencement of the project.
5. An affidavit is required before the final invoice is paid.
6. The contract PO once created shall be referenced on all invoices about this project.

ATTACHMENT B

COMPENSATION

Eagle Harbor Associates LLC PAGE #1

CHANGE ORDER PROPOSAL # ER-03 DATE 04/18/24 REVISION # 1

CHANGE ORDER - RFI - ASI - EVO # COP 001 PROJECT Kitsap Jail HVAC

DESCRIPTION replace 400 grilles per COP 001

LOCATION _____

LABOR -

description	rate	hour	+	subtotal	TOTAL
a. plumber/fitter, s.t.	\$95.72	0	=	\$0.00	
b. plumber/fitter, s.t. Foreman	\$91.67	0	=	\$0.00	
c. plumber/fitter, s.t.	\$115.40	0	=	\$0.00	
d. plumber/fitter, s.t. Foreman	\$124.39	0	=	\$0.00	
e. welder	\$91.67	0	=	\$0.00	
f. coordination	\$91.67	0	=	\$0.00	
g. Auto Cad	\$140.00	0	=	\$0.00	
0 total hours		0			
subtotal labor				\$0.00	
ALLOWANCE FOR LABOR BURDEN @ 18.00%					\$0.00
(includes laborer, industrial insurance, employment insurance, payroll portion of general liability)				SUB-TOTAL LABOR	\$0.00
ALLOWANCE FOR SAFETY @ 0.00%					\$0.00
ALLOWANCE FOR SMALL TOOLS @ 0.00%					\$0.00
TOTAL LABOR					\$0.00

MATERIAL - PAGE #2, MATERIAL BREAKDOWN BALANCE FORWARD

balance forward = \$0.00

subtotal material = \$0.00

ALLOWANCE FOR FRT. & HDQ. ON MAT. @ 0.00%

TOTAL MATERIAL = \$0.00

EQUIPMENT -

description	duration	rate	unit	+	subtotal	TOTAL
a.				=	\$0.00	
b.				=	\$0.00	
c.				=	\$0.00	
TOTAL EQUIPMENT					\$0.00	

SUBTOTAL EAGLE HARBOR ASSOCIATES DIRECT COSTS = \$0.00

OVERHEAD ON EHA WORK @ 12.00% = \$0.00

TOTAL Eagle Harbor Associates LLC PORTION = \$0.00

SUBCONTRACTOR WORK -

	BASE	FEE	+	TOTAL
a. TNAWA	155,136.85	16,376.41	=	\$171,513.21
b.	-	-	=	\$0.00
c.	-	-	=	\$0.00
subtotal subcontractor	155,136.85	16,376.41		\$171,513.21
EHA OVERHEAD/PROFIT - SUB BASE WORK - @ 8.00%				\$13,721.06
TOTAL SUBCONTRACTOR				\$185,234.27

Insurance @ 0.5% = \$1,111.41

Bond Premium @ 1% = \$1,852.34

TIME EXTENSION IN CALENDAR DAYS 0

REMARKS -

a. EXCLUSIONS PER SUBCONTRACT

b.

c.

TOTAL DUE THIS PROPOSAL = \$186,186.02

\$191,270.40
 \$ 17,788.15 (WSST)
 \$209,058.55 Total Contract Value

ATTACHMENT C

SPECIFIC TERMS AND CONDITIONS

Prevailing Wage		
☐	General	Contractor shall comply with the prevailing wage requirements of chapter 39.12 RCW and WAC 296-127, specifically including RCW 39.12.020 and WAC 296-127-023 (Building Service Maintenance), if applicable. Contractor shall pay not less than the prevailing rate of per diem wages to its employees and shall provide documentation to the County of its compliance with prevailing wage laws and regulations. A copy of such prevailing rates of wage statement shall be posted by the Contractor in a location readily visible to workers at the job site or as provided in RCW 39.12.020
	Over \$2,500	For contracts greater than \$2,500, a "Statement of Intent to Pay Prevailing Wages: (hereinafter "Statement of Intent") must be submitted to and approved by the State Department of Labor and Industries prior to beginning work by the Contractor. If the Contract is more than \$10,000, the Statement of Intent shall include the Contractor's registration number, the prevailing wage for each classification of workers, and an estimate of the number of workers in each classification. An "Affidavit of Wages Paid" must be submitted to and approved by the State Department of Labor and Industries by the Contractor prior to release of the retained percentage. Copies of these documents shall be provided to the County prior to any payment being made to the Contractor. The fee for each of these documents shall be paid by the Contractor.
	\$2,500 or Less	For contracts \$2,500 or less, the Contractor may submit the Statement of Intent to the County directly without the approval by the Washington State Department of Labor & Industries. Upon final acceptance of the work, the Contractor will submit an "Affidavit of Wages Paid" to the County.
	Statement of Intent	The Statement of Intent and Affidavit of Wages Paid must be submitted on forms approved by the Department of Labor and Industries.

**ATTACHMENT D
EMERGENCY DECLARATION**



**KITSAP COUNTY
EMERGENCY PURCHASE
EP2024-PWSU-069-KCSO**

TO: DEPARTMENT OF ADMINISTRATIVE SERVICES PURCHASING DIVISION

FROM: Kitsap County Sheriff's Office/ Jail

OFFICE/DEPARTMENT (INCLUDING NAME OF DIVISION)

Chief Yolande Supp #4
SIGNATURE OF DIVISION HEAD

6/4/2024
DATE

EMERGENCY REQUEST FOR THE PURCHASE OF:

Tamper Proof Vents

REQUESTED SUPPLIER

COMPANY NAME:	<u>Eagle Harbor Associates</u>
MAILING ADDRESS:	<u>1420 Marvin RD Lacey, WA 98516</u>
REPRESENTATIVE NAME:	<u></u>
PHONE NUMBER:	<u>360-867-8009</u>
EMAIL:	<u>jeffo@eagleharbor.build</u>
COST ESTIMATE:	<u>\$191,270.40 Not including WSST</u>

Unforeseen circumstances beyond the control of the County that either: i) present a real, immediate threat to the proper performance of essential functions, or ii) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken and includes federal, state, or local disasters. RCW 39.04.280(3)

Declaration of Emergency. If an emergency is declared by the board or other person(s) designated by the board with authority to act in the event of an emergency, then competitive bidding requirements may be waived, and contracts awarded on behalf of the County to address the emergency. If a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the governing body or its designee and duly entered of record no later than two weeks following the award of the contract. RCW 39.04.280(2)(b).

Form A5 (rev.2021.11.29) Emergency Declaration Form

EVENT DESCRIPTION AND STATEMENT OF NEED:

The Kitsap County Jail has experienced 2 incidents of suicide due to antiquated vent covering that allows for inmate access and tampering. To mitigate the loss of life and overall safety for staff, NW Mountain Air (subcontractor) can provide custom tamper proof vents (480 custom vents in 240 cells) that can be installed in conjunction with the HVAC replacement project being conducted under KC-383-23 with Eagle Harbor. The strain of vacating pods to perform this work makes it necessary to do the work parallel to the HVAC replacement project to minimize the displacement of inmates.

PURCHASING COMMENTS:

Meets Standard under RCW 39.04.280



COUNTY ADMINISTRATOR

6-4-2027

DATE

Eagle Harbor Associates LLC PAGE #1

CHANGE ORDER PROPOSAL: 601-33 DATE: 6/17/24 REVISION: 1

CHANGE ORDER - RFI - ACI - EMO: COP-001 PROJECT: KM30 JMI NYAC

DESCRIPTION: EXPLORE 444 GROUND PIV COP #01

LOCATION: _____

LABOR -

DESCRIPTION	TIME	HOUR	RATE	TOTAL
a. plumber/tear, S.I.		585.72		
b. plumber/tear, S.I. Foreman		591.67		
c. plumber/tear, O.I.		5115.26		
d. plumber/tear, O.I. Foreman		5124.36		
e. as-bulls		591.67		
f. overhead		591.67		
g. Auto Cad		5140.00		
h. TOTAL HOURS				
				50.00

ALLOWANCE FOR LABOR BURDEN @ 18.000% **\$9.00**

SUB-TOTAL LABOR **\$59.00**

ALLOWANCE FOR SAFETY @ 0.00% **\$0.00**

ALLOWANCE FOR EMERGENCY @ 0.00% **\$0.00**

TOTAL LABOR **\$59.00**

MATERIAL - PAGE #2, MATERIAL BREAKDOWN BALANCE FORWARD

ALLOWANCE FOR FRY. & HDLG. ON MAT. 0.00% **\$0.00**

TOTAL MATERIAL **\$59.00**

EQUIPMENT -

DESCRIPTION	QUANTITY	TIME	RATE	TOTAL
a.				\$0.00
b.				\$0.00
c.				\$0.00
TOTAL EQUIPMENT				\$0.00

SUBTOTAL EAGLE HARBOR ASSOCIATES DIRECT COSTS - **\$0.00**

OVERHEAD ON EHA WORK @ 12.00% **\$9.00**

TOTAL Eagle Harbor Associates LLC PORTION **\$59.00**

SUBCONTRACTOR WORK -

DESCRIPTION	BASE	PER	TOTAL
a. NYVIA	153,136.00	18,376.41	171,512.41
b.			\$0.00
c.			\$0.00
SUBTOTAL SUBCONTRACTOR	153,136.00	18,376.41	171,512.41
EHA OVERHEAD/PROFIT - SUB BASE WORK -		8.50%	14,678.06
TOTAL SUBCONTRACTOR			186,190.47

Insurance @ 0.5% **\$1,119.41**

Bond Premium @ 1% **\$1,861.90**

TIME EXTENSION IN CALENDAR DAYS **0**

REMARKS -

TOTAL DUE THIS PROPOSAL **\$186,190.47**

EXCLUSIONS PER SUBCONTRACT

Eagle Harbor Associates LLC PAGE #2

CHANGE ORDER PROPOSAL # 6143 0 DATE 04/18/21 REVISION # 1

CHANGE ORDER - #71 - AGI - EWO - 0 COP 681 0 PROJECT - Knap JMI HVAC JOB #1105

DESCRIPTION Replace 180 grills per COP 681

LOCATION 0

MATERIAL -		QUANTITY	UNIT	PRICE	AMOUNT
A.		0	EA	10.00	0.00
B.		0	EA	10.00	0.00
C.		0	EA	10.00	0.00
D.		0	EA	10.00	0.00
E.		0	EA	10.00	0.00
F.		0	EA	10.00	0.00
G.		0	EA	10.00	0.00
H.		0	EA	10.00	0.00
I.		0	EA	10.00	0.00
J.		0	EA	10.00	0.00
K.		0	EA	10.00	0.00
L.		0	EA	10.00	0.00
M.		0	EA	10.00	0.00
N.		0	EA	10.00	0.00
O.		0	EA	10.00	0.00
P.		0	EA	10.00	0.00
Q.		0	EA	10.00	0.00
R.		0	EA	10.00	0.00
S.		0	EA	10.00	0.00
T.		0	EA	10.00	0.00
U.		0	EA	10.00	0.00
V.	0	0	EA	10.00	0.00
W.	0	0	EA	10.00	0.00
X.	0	0	EA	10.00	0.00
Y.	0	0	EA	10.00	0.00
Z.	0	0	EA	10.00	0.00
AA.	0	0	EA	10.00	0.00
AB.	0	0	EA	10.00	0.00
AC.	0	0	EA	10.00	0.00
AD.	0	0	EA	10.00	0.00
AE.	0	0	EA	10.00	0.00
AF.	0	0	EA	10.00	0.00
AG.	0	0	EA	10.00	0.00
AH.	0	0	EA	10.00	0.00
AI.	0	0	EA	10.00	0.00
AJ.	0	0	EA	10.00	0.00
AK.	0	0	EA	10.00	0.00
AL.	0	0	EA	10.00	0.00
AM.	0	0	EA	10.00	0.00
AN.	0	0	EA	10.00	0.00
AO.	0	0	EA	10.00	0.00
AP.	0	0	EA	10.00	0.00
AQ.	0	0	EA	10.00	0.00
AR.	0	0	EA	10.00	0.00
AS.	0	0	EA	10.00	0.00
AT.	0	0	EA	10.00	0.00
AU.	0	0	EA	10.00	0.00
AV.	0	0	EA	10.00	0.00
AW.	0	0	EA	10.00	0.00
AX.	0	0	EA	10.00	0.00
AY.	0	0	EA	10.00	0.00
AZ.	0	0	EA	10.00	0.00
SUBTOTAL MATERIAL - (balance carried forward to page #1)					0.00

REMARKS -

A.

B.

C.

JOB NAME: KITSAP COUNTY JAIL
COP-001

DATE: 3/17/2024

ITEMS	QTY	UNITS	MATERIALS		LABOR	
			UNIT \$	COST	UNIT-HR	HOURS
DUCT WORK -1000H	0	LBS	2.31	0.00	0.01	0
DUCT WORK 1000-3000H	0	LBS	0.97	0.00	0.01	0
DUCT WORK >3000H	0	LBS	0.64	0.00	0.01	0
STAINLESS PLAT STOCK	0	SQFT	4.11	0.00	0.00	0
COLD ROLL PLAT STOCK	0	SQFT	2.00	0.00	0.00	0
WELDED DUCT WORK	0	LBS	0.91	0.00	0.01	0
JUNES 1"	0	SQFT	0.87	0.00	0.01	0
JUNES 1"	0	SQFT	0.86	0.00	0.01	0
DUCT SEALING	0	LBS	0.34	0.00	0.00	0
HANGERS	0	FT	0.64	0.00	0.01	0
TURN VANES	0	FT	1.06	0.00	0.01	0
DUCTMALE AND HARDWARE	0	FT	0.99	0.00	0.01	0
FLX CONNECTORS	0	FT	1.41	0.00	0.01	0
WAVE DAMPER ANGLE	0	FT	0.33	0.00	0.01	0
ACCESS DOORS FOR DUCT	0	EACH	23.40	0.00	0.40	0
ACCESS DOORS FOR COLUMNS	0	EACH	27.00	0.00	0.00	0
CEMENTED OPENINGS	0	10 FT	4.25	0.00	0.11	0
FLX DUCT	0	LN FT	2.02	0.00	0.01	0
PANS & ROOF HOOK INSTALL	0	EACH	0.00	0.00	0.00	0
REDUCING DAMPER INSTALL	0	EACH	0.00	0.00	3.00	0
FLX DUCT INSTALL	0	LN FT	0.00	0.00	0.01	0
ACCESS DOOR INSTALL	0	EACH	22.00	0.00	1.00	0
BACK DRAFT DAMPER INSTALL	0	EACH	0.00	0.00	0.40	0
EXHAUST FAN/PISTON	0	EACH	0.00	0.00	3.00	0
SHO INSTALL (SMALL)	0	EACH	0.00	0.00	1.00	0
SHO INSTALL (LARGE)	0	EACH	49.00	0.00	1.00	0
LOWER INSTALL	0	EACH	0.00	0.00	2.20	0
DOVE DAMPER	0	EACH	182.00	0.00	0.50	0
WAV PANS	0	EACH	0.00	0.00	4.00	0
STACK/ VENT INSTALL	0	LN FT	0.00	0.00	0.40	0
DRILL DEMO CUT OUT	432	HLS	0.00	0.00	1.00	432
INSTALL NEW GRILL	432	HLS	0.00	0.00	1.00	432
SCHEDULING	0	HLS	0.00	0.00	1.00	0
FIELD LABOR	0	HLS	0.00	0.00	1.00	0
COORDINATING	0	HLS	0.00	0.00	1.00	0
AS-BUILT	0	HLS	0.00	0.00	1.00	0
SUB-TOTAL				0.00		966

309 Mountain Ave, Ste

EQUIPMENT	AMOUNT
DRILL COST	\$ 21,453.00
CANISTER 61 LBS	\$ 1,930.00
SEALANT FOR 400 GRILLS	\$ 1,428.00
SEALANT	\$ 1,194.00
W/ 24 HOURS 6 WEEKS	\$ 1,893.00
W/ 24 HOURS 6 WEEKS	\$ 312.00
MOTORIZED DAMPERS	
ROOF CURBS	
STACK AND VENTS	
ROOF HOOKS	
PAN COILS	
ISOLATORS	
SUB-TOTAL	34,685.00
SUB CONTRACTORS	AMOUNT
ELECTRICAL	
ROOF DRAINING	0.00
DAVE CUTTING	0.00
CRANE WORK	
SUB-TOTAL	0.00
EQUIPMENT RENTAL	AMOUNT
FOR CLIFT	
SCISSOR LIFT	0.00
LADDERS, HIGH JACK, CARTS	
EXHAUST @ 300 LBS/HR	
SMALL TONS @ 3% LABOR	
WELDING EQUIPMENT	
JOB SHACK	
SUB-TOTAL	0.00
LABOR BURDEN ADDED FOR	
ELEVATION HEIGHT	
0' TO 15'	3%
15' TO 20'	11%
20' TO 25'	16%
25' TO 30'	21%
30' TO 40'	27%
OVER 40'	34%
HOURS FOR HIGH WORK	
% ADDED	
TOTAL ADDED HOURS	

Form A5 (rev.2021.11.29) Emergency Declaration Form

JOB NAME: KITSAP COUNTY JAIL
COP-001

DATE: 3/17/2024

JOB SUPPORT COSTS	AMOUNT
TRAVEL FIELD	
TRAVEL OFFICE	
TELEPHONE/ELECTRICAL/WATER	
JOB SHACK	
PERMITS	
PARKING PASS	
FREIGHT COSTS	
COPY MACHINE/PAPER	
SAFETY @ 2% OF LABOR	0.00
MATERIAL HANDLER @ 1% LABOR	0.00
SHY MTL DLVRY (185 X .23)	0.00
SUB-TOTAL	0.00

MATERIAL & EQUIPMENT SUMMARY	AMOUNT
MATERIAL	0.00
CONSUMABLES @ 16% MATERIALS	0.00
EQUIPMENT	34685.00
SUB-TOTAL	34685.00

LABOR SUMMARY	HOURS	RATE	AMOUNT
SHOP AND FIELD RATE	966.00	112.25	108433.50
SUPERVISION @ 15% LABOR			
OVERTIME @ TIME AND A HALF	0	48	0.00
OVERTIME @ DOUBLE TIME			
MISCELLANEOUS			
SUB-TOTAL			108433.50

CHANGE ORDER TOTALS	AMOUNT
LABOR SUMMARY	108,433.50
MATERIAL AND EQUIPMENT	34,685.00
SUB-CONTRACTORS	0.00
EQUIPMENT RENTAL	0.00
JOB SUPPORT COSTS	0.00
SUB-TOTAL	143,118.50
WARRANTY	0.00
LIABILITY INSURANCE	1.70%
SUB-TOTAL	153,136.80
OVER HEAD AND PROFIT	12%
TOTAL COST FOR CHANGE	171,513.21

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Form A5 (rev.2021.11.29) Emergency Declaration Form

