

**CONTRACT NO. KC-135-24  
PUBLIC WORKS CONTRACT**

This Public Works 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 Neeley Construction Company, a WA Profit Corporation, licensed by the State of Washington, having its principal offices at 111 23rd Street, SE, Puyallup, WA 98372-4163 (“Contractor”).

In consideration of the mutual benefits and covenants contained herein, the County and the Contractor agree as follows:

**SECTION 1. DURATION OF CONTRACT**

The term of this Contract shall commence upon approval by both parties. The Contractor must complete all work required under this Contract by December 31, 2024. Start Date provided in a written Notice of Start Date as is referenced in Section 8. Final completion and closeout of this Contract shall occur 30 working days after timely completion, except as provided in Section 6 below.

**SECTION 2. DESCRIPTION OF THE WORK**

- a. The Contractor shall furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein and do all work necessary to complete Pacific Building Conversion project in accordance with the Scope of Work, attached hereto as Attachment “A” and made a part hereof by this reference.
- b. The Contractor shall do all work and furnish and pay for all materials, equipment, and labor in accordance with the attached Project Documents, including, but not limited to, Contract Plans, drawings, specifications, addenda, grant funding criteria, and applicable Bonds. A list of documents considered to be Project Documents is attached hereto as Attachment “B”, which Project Documents are made part hereof and incorporated by this reference. Further, the Contractor shall perform any alterations in or additions to the work covered by this Contract, and any extra work which may be ordered as provided for in this Contract if requested to do so by the County pursuant to Section 12.
- c. The Contractor, and any persons employed by the Contractor, shall use its best efforts to perform the services rendered under this Contract in a professional manner and in accordance with the usual and customary practice, professional care and standard industry practice required for services of the type described in this Contract.
- d. The Contractor shall complete its work required under this Contract in a timely manner and in accordance with the schedule agreed to by the parties.
- e. From time to time during the progress of the work hereunder, the Contractor shall confer with the County. The Contractor shall prepare and present status reports and

other information that may be pertinent and necessary, or as may be requested by the County.

### **SECTION 3. CONTRACT AMOUNT**

The County hereby agrees to pay the Contractor in the amount of **\$5,397,000.00**, according to the Contractor's proposal (including accepted alternates), at the time and manner and upon the conditions provided for in this Contract as is referenced in Attachment C made part hereof by this reference.

### **SECTION 4. TIME IS OF THE ESSENCE**

Time is of the essence in the performance of this Contract. The Contractor agrees to work promptly and to fully complete the work within the time frame described in the Contract Documents. Failure to complete within the allowed time limit will subject the Contractor to Liquidated Damages, as described in Section 32, Liquidated Damages.

### **SECTION 5. DAVIS BACON ACT**

- a. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, Contractors are required to pay wages not less than once a week.

### **SECTION 6. PAYMENT**

- a. At monthly intervals, unless determined otherwise by the County, the Contractor shall submit to the County an invoice or billing statement. Within thirty (30) calendar days of receiving an invoice or billing statement, the County shall pay ninety-five (95) percent of the invoice if such invoice or statement is acceptable to the County. Five (5) percent of the invoice or statement amount shall be retained in accordance with RCW Chapter 60-28. No invoice or billing statement will be paid until all schedules for the previous month have been met and other documentation required by the Project Documents have been submitted. If the Contractor has signed a letter of acceptance of fifty (50) percent payment in lieu of Performance and Payment Bond, each and every progress payment will be reduced accordingly by fifty (50) percent.
- b. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten (10) working days following notice from the County, then, in its sole discretion and upon written notice to the Contractor, the County may withhold any and all monies due and payable to the Contractor without penalty until such failure to perform is cured or otherwise adjudicated.
- c. Unless otherwise provided for in this Contract or any of the Project Documents, the Contractor will not be paid for any billings or invoices presented for payment prior to

the execution of this Contract and the Notice to Proceed or for work performed after the Contract's termination.

- d. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract or the Project Documents.

**SECTION 7. PERFORMANCE AND PAYMENT BOND AND RETAINED PERCENTAGE**

- a. Pursuant to RCW Chapter 39.08, the Contractor shall make, execute, and deliver to the County a performance and payment bond for the contract amount of **\$5,397,000.00**. This bond shall also cover any and all approved change orders. The bond must be submitted within ten (10) days after notice of the award, exclusive of the day of notice. If the bidder to whom the contract is awarded fails to enter into the contract and provide the performance bond as required, the amount of the bid deposit will be forfeited to the county and the contract awarded to the next lowest and best bidder.

For contracts of \$25,000 or less (including WSST), at the option of the Contractor, prior to the commencement of work, the Contractor may request in writing that, in lieu of the performance and payment bond, the County retain fifty (50) percent of the contract amount for a period of thirty calendar days after the date of final acceptance, or until receipt of all necessary releases from the Department of Labor and Industries and Department of Revenue and settlement of any liens filed under RCW Chapter 60.28, whichever is later.

- b. In accordance with RCW Chapter 60.28, the County shall release any retained percentage withheld in the manner set forth in Section 5a., if after sixty (60) calendar days of final completion and acceptance of all contract work, no liens or claims are filed against the project, and after receipt of the Department of Revenue's Certificate designating taxes due or to become due are discharged and receipt by the County of an "Affidavit of Wages Paid." For contracts \$2,500 or less, the County may release the retained percentage prior to the expiration of the sixty-day waiting period if the Contractor has completed all work and provided the County with an "Affidavit Of Wages Paid" as provided in Section 4.c. herein.
- c. Neither the County nor the County's Representative shall have an obligation to pay or ensure the payment of money to any subcontractor except as may otherwise be required by law.

**SECTION 8. NOTICE TO PROCEED**

The County shall issue a Notice to Proceed identifying when the work will begin. All necessary required documents, including, Performance and Payment Bond, a copy of insurance policies and/or any and all Certificates of Insurance and Additional Insured Endorsements will be required to be delivered by the Contractor to the County Contract Representative within ten (10) business days of execution of this Contract.

## **SECTION 9. CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

### County's Contract Representative

Name: Judy-Rae Karlsen  
Title: Project Coordinator  
Address: 614 Division Street, MS-23, Port Orchard, WA 98366  
Phone: 360-728-6444  
Email: jrkarlsen@kitsap.gov

### Contractor's Contract Representative

Name: Mitch Neeley  
Title: Owner  
Address: 111 23rd Street SE, Puyallup, WA 98372-4163  
Phone: 253-845-8838  
Email: mitch@neeleycorp.com

All instructions, modifications, and changes to the Contract shall be conveyed to the Contractor through the Contract Representative. Any work executed upon the direction of any person or entity other than the Contract Representative may be considered defective and will be performed without reimbursement for said work to the Contractor. The Contract Representative shall have the authority to reject any and all nonconforming or defective work under the Project Documents.

## **SECTION 10. HOLD HARMLESS AND INDEMNIFICATION**

- a. The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, demands, actions, suits at law, liability, loss, expenses, damages, and judgments of any nature whatsoever, including, but not limited to, reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's performance of the work rendered under this contract by the Contractor, its employees, agents, or subcontractors or anyone for whose acts any of them may be liable; provided, however, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents; and provided further, that in the event of the concurrent negligence of the parties, the Contractor's obligations hereunder shall apply only to the percentage of fault attributable to the Contractor, its employees, agents, or subcontractors.
- b. In any and all claims against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly

employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder.

- c. The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.
- d. The Contractor expressly assumes potential liability for actions brought by the Contractor's own employees against the County; and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was subject of mutual negotiation.

## **SECTION 11. INSURANCE**

- a. Workers' Compensation and Employer's Liability. The Contractor shall maintain workers' compensation insurance as required by Title 51 RCW (Industrial Insurance) and shall provide evidence of coverage to the Kitsap County Risk Management Division. If the Contract is over \$50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than \$1,000,000.
- b. Commercial General Liability("CGL"). The Contractor shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than \$1,000,000 per loss. The general aggregate limit shall apply separately to this Contract and shall be not less than \$2,000,000.

The Contractor will provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent, provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.

- c. 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.

d. Other Insurance Provisions:

- (1) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
- (2) If applicable, the Contractor's Commercial General Liability insurance and Automobile Liability insurance shall include the County, its officers, officials, employees and agents with respect to performance of work under this Contract.
- (3) If applicable, the Contractor's Commercial General Liability insurance and Automobile Liability insurance shall contain no special limitations on the scope of protection afforded to the County as an additional insured.
- (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.
- (5) The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (6) The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- (7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- (8) The Contractor shall maintain all required policies in force from the time work commences until work is completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

- e. Verification of Coverage and Acceptability of Insurers: The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in

coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

- (1) The Contractor shall furnish the County with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section within ten (10) calendar days after the effective date of the contract. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled, allowed to expire, on thirty (30) calendar days prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes shall be altered so as not to negate the intent of this provision.
- (2) The Contractor shall furnish the County with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.
- (3) Certificates of Insurance shall show the Certificate Holder as Kitsap County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
- (4) The Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Kitsap County that Contractor is currently paying Workers Compensation.
- (5) Written notice of cancellation or change shall be mailed to the County at the following address: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, WA 98366.
- (6) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Kitsap County Risk Manager.

## **SECTION 12. CHANGES IN WORK**

- a. The County may, at any time, without notice to the Contractor's surety, order additions, deletions, revisions, or other changes in the work. The Contractor agrees to fully perform any such changes in the work. The Contractor shall proceed with the work upon receiving a written change order approved by the County, or an oral order from the County before actually receiving the written change order. All such changes in the work shall be incorporated into the Contract documents through the execution of change orders. If any change hereunder causes an increase or decrease in the Contractor's cost of, or time required for, the performance or any part of the work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly. Change Orders shall not be used to materially alter the Scope of Work.

- b. If the Contractor intends to assert a claim for an equitable adjustment hereunder, it shall within ten (10) days after receipt of a written change order from the County, submit to the County a written statement setting forth the general nature and monetary extent of such claim. The Contractor shall supply such supporting documents and analysis for the claims as the County may require in order to determine if the claims and costs have merit. No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.
- c. If the County and the Contractor are unable to reach agreement on the terms of any change to the work, the Contractor shall pursue resolution of the disagreement pursuant to Section 18.

### **SECTION 13. TERMINATION**

- a. The County may terminate this Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate this Contract upon giving ten (10) calendar days written notice by Certified Mail to the Contractor. In that event, the County shall pay the Contractor for all cost incurred by the Contractor in performing the Contract up to the date of such notice. Payment shall be made in accordance with Sections 5 and 6 of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the County may summarily terminate this Contract notwithstanding any other termination provision of this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the County to the Contractor. After the effective date, no charges incurred under this Contract are allowable.
- c. Termination of this Contract shall not relieve the Contractor of any responsibilities under the Contract for work performed. Nor shall termination of the Contract relieve the Surety or Sureties of obligations under the Performance and Payment Bond or any Retainage Bond for work performed.
- d. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) calendar days of written notice to do so by the County, the County may terminate this Contract, in which case the County shall pay the Contractor only for the costs of work performed and accepted by the County, in accordance with Sections 5 and 6 of this Contract. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in completing the work and all damage sustained by the County by reason of the Contractor's breach.

### **SECTION 14. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

- a. The Contractor shall perform the terms of the contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County.

- b. The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

#### **SECTION 15. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

#### **SECTION 16. INDEPENDENT CONTRACTOR**

- a. The Contractor shall perform this Contract as an Independent Contractor and not as an agent, employee or servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed work in accordance with the specifications set out in this Contract and the Project Documents.
- b. The Contractor acknowledges that payment for work performed under this Contract does not include any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pays, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Kitsap County employees.
- c. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the County, unless otherwise directed by the terms of this Contract.
- d. The Contractor shall pay for all taxes, fees, licenses, or payments required by Federal, State or local law which are now or may be enacted during the term of this Contract.
- e. The Contractor agrees to immediately remove any of its employees or agents from assignment to perform work under this Contract upon receipt of a written request to do so from the County's contract representative or designee.

#### **SECTION 17. COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

#### **SECTION 18. NONDISCRIMINATION**

The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

**SECTION 19. DISPUTES**

- a. Questions or claims regarding meaning and intent of this Contract or arising from this Contract, shall be referred by the Contractor in writing to the County's Contract representative or designee within ten (10) days of the date in which the Contractor knows or should know of the question or claim.
- b. In the event the Contractor disagrees with any determination or decision of the County's Contract Representative, the Contractor shall, within fifteen (15) days of the date of such determination or decision, appeal the determination or decision in writing to the Director of the department. Such written notice or appeal shall include all documents and other information necessary to substantiate the appeal. The Director will review the appeal and transmit a decision in writing to the Contractor within thirty (30) days from the date of receipt of the appeal. Failure of the Contractor to appeal the decision or determination of the County's Contract Representative within said fifteen (15) day period will constitute a waiver of the Contractor's right to thereafter assert any claim resulting from such determination or decision. Appeal to the Director shall be a condition precedent to litigation hereunder.
- c. Absent agreement to alternative dispute resolution, all claims, counterclaims, disputes and other matters in question between the County and the Contractor that are not resolved between the County's Contract Representative and the Contractor will be decided in the Superior Court of Kitsap County, Washington.
- d. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the County's Contract Representative. Failure to comply with the time deadlines set out in this section as to any claim shall operate as a release of that claim and a presumption of prejudice to the County.

**SECTION 20. CHOICE OF LAW, JURISDICTION, AND VENUE**

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provisions thereof shall be instituted as provided for in RCW 36.01.050. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Section

**SECTION 21. SUCCESSORS AND ASSIGNS**

The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

**SECTION 22. SEVERABILITY**

- a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall

not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said Provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

**SECTION 23. INTEGRATION CLAUSE**

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between parties.

**SECTION 24. COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.

**SECTION 25. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**SECTION 26. MODIFICATION**

All amendments or modifications shall be in writing, signed by both parties, and attached to this Contract.

**SECTION 27. RIGHTS and REMEDIES**

No action or failure to act by the COUNTY shall constitute a waiver of a right or duty afforded the COUNTY under the Contract Documents, nor shall such action or failure to act constitute approval of an acquiescence in a breach therein, except as may be specifically agreed in writing.

**SECTION 28. THIRD-PARTY AGREEMENTS**

The Contract Documents shall not be construed to create a contractual relationship of any kind between the County and any Subcontractor or any persons other than the COUNTY and the Contractor.

**SECTION 29. RECORDS RETENTION**

The wage, payroll, bid and cost records of the Contractor and its Subcontractors, and all records subject to audit in accordance with the Standard Specifications shall be retained

for a period of not less than six (6) years after the date of Final Acceptance of the Contract Documents.

**SECTION 30. NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 8. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

**SECTION 31. INSPECTION**

The County shall have the right (a) to inspect and obtain copies of all written licenses, permits, or approvals issued by any governmental entity or agency to the Contractor, its delegates, or subcontractors, which are applicable to the performance of this Contract; and (b) to inspect all work and materials for conformity with the Contract terms. The Contractor shall be responsible for ensuring the work and materials conform to the Contract terms even if the County conducts an inspection of the same.

This Contract is executed by the persons signing below who warrant that they have the authority to execute the Contract. The parties to this Contract have executed this Contract to take effect as of the date written below.

**SECTION 32. LIQUIDATED DAMAGES**

Upon written notice by the County, liquidated damages at a rate of \$500.00 per working day or any portion thereof will be assessed against the Contractor for late performance or delay in completion of the work to be performed under this Contract. This provision in no way limits the County's right to seek damages for the Contractor's breach of any other of its obligations under this Contract pursuant to Section 12 of this Contract or to substantial damages for the Contractor's failure to achieve final completion with the time set forth in Section 1.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year signed below.

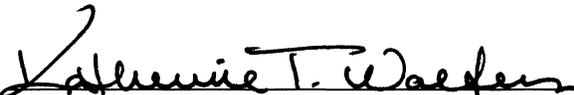
Dated this 22nd day of January, 2024

Dated this 24th day of January, 2024.

**NEELEY CONSTRUCTION COMPANY**

**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**

  
Signature

  
KATHERINE T. WALTERS, Chair

Mitch Neeley  
Print Name

  
CHRISTINE ROLFES, Commissioner

President  
Title

  
CHARLOTTE GARRIDO, Commissioner

ATTEST:

  
Dana Daniels, Clerk of the Board



## ATTACHMENT A

### SCOPE OF WORK

The Pacific Building is located 4459 SE Mile Hill Drive, Port Orchard, WA 98366. The Contractor shall provide the following work for the County and as further described in the Project Documents under Attachment B.

#### **DESCRIPTION OF PROJECT**

**Existing one (1) story, 20,040 SF former fitness center to be renovated into a new 75 bed co-shelter congregate care living facility for unhoused adults, families and companion animals.**

**Interior scope includes: Reconfiguration of walls and doors; new MEP systems and associated slab infill to support new shower/toilet facilities, commercial warming kitchen, pet care/kennel rooms, and more; interior finish upgrades throughout, no increase in floor area.**

**Exterior scope includes: New doors, canopies, exterior lighting, siding replacement, re-roofing, and paint; on-ground and rooftop mechanical equipment; repairs to existing siding systems and fenestrations to remain; infill of wall openings and penetrations.**

**Site development includes: Frontage improvements, new generator, crease interceptor, remote FCD and precast vault, sewer pump, hardscape, landscape, site lighting, CMU walls, dumpster enclosure; fencing repair/replacement, building and monument sign replacement, parking lot reconfiguration and restriping.**

The following requirements apply to this project:

1. Pursuant to RCW 4.116.040 - Performance Bond for 100% of the project is required.
2. Pursuant to RCW 4.116.035 - 5% retainage bond applies.
3. Davis-Bacon Prevailing Wage documentation required.

**ATTACHMENT B**  
**PROJECT DOCUMENTS**

**RFP 2023-049 Project Manual**

**RFP 2023-049 Pacific Building Plan Set**

**RFP 2023-049 Roof and HVAC Photos**

**RFP 2023-049 Addendum 1**

**RFP 2023-049 Addendum 1 Summary**

**RFP 2023-049 Addendum 2**

**RFP 2023-049 Wage Information**



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## Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name:  Principal:  From:  To:   
WA UBI Number:  RCW:  Penalty Due:  Wage Due:   
License Number:

[Download all debarment data](#)

Showing 0 records

Company Name	UBI	License	Principals	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
There are no records that match your search criteria.									

Showing 0 records



NEELCON-01

JHIGHSMITH

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
11/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # OM56465 KAYE Associates LLC 1011 E Main Ave, Suite 301 Puyallup, WA 98372	CONTACT Jennifer Highsmith PHONE (A/C, No, Ext): (253) 653-1281 FAX (A/C, No): (253) 251-7387 E-MAIL: Jennifer.Highsmith@kayesurety.com
INSURED Neeley Construction Company 111 23rd Street SE, Bldg B Puyallup, WA 98372	INSURER(S) AFFORDING COVERAGE INSURER A: The Charter Oak Fire Insurance Company 25615 INSURER B: The Phoenix Insurance Company 25623 INSURER C: Travelers Property Casualty Company of America 25674 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRGJCT <input type="checkbox"/> LOC OTHER:			DT-CO-7S329341-COF-23	11/3/2023	11/3/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-7S329015-23-26-G	11/3/2023	11/3/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-7S331047-23-26	11/3/2023	11/3/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	DT-CO-7S329341-COF-23	11/3/2023	11/3/2024	PER STATUTE <input checked="" type="checkbox"/> QTR <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Equipmen			QT-630-9S771073-TIL-23	11/3/2023	11/3/2024	Leased/Rented Equip 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 901, Additional Remarks Schedule, may be attached if more space is required)  
 This document reflects information for project pre-qualification only. Additional insured status may be offered subject to an acceptable contract.

<b>CERTIFICATE HOLDER</b> Evidence of Insurance	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**NEELEY CONSTRUCTION COMPANY**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ \_\_\_\_\_  
 C Corporation     S Corporation     Partnership     Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)  
**111 23RD STREET SE BLDG. B**

6 City, state, and ZIP code  
**PUYALLUP, WA 98372**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

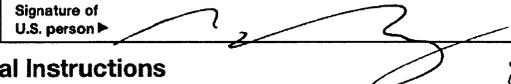
Social security number									
				-					
or									
Employer identification number									
9	1	-	0	7	5	9	1	6	4

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here      Signature of U.S. person ▶       Date ▶ 1/4/2017

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

# Washington State Department of Revenue



## < Business Lookup

### Tax Information

[New search](#) [Back to results](#)

**Entity name:** NEELEY CONSTRUCTION COMPANY

**Entity type:** Corporation

**Excise tax account ID #:** 275-004-829

**UBI #:** 275-004-829

**Opened:** January 1, 1964

**Closed:**

**Mailing address:** 111 23RD ST SE  
PUYALLUP WA 98372-4163

**NAICS:** 236220 - Commercial and Institutional Building Construction

### Reseller Permit(s)



Reseller permit #	Status	Effective date	Expiration date
A15971325	Future	Jan-01-2024	Dec-31-2025
A15971323	Active	Jan-01-2022	Dec-31-2023
A15971321	Expired	Jan-01-2020	Dec-31-2021



2/27/23, 11:40 AM

Washington State Department of Revenue

Reseller permit #	Status	Effective date	Expiration date
A15971319	Expired	Jan-01-2018	Dec-31-2019
A15971317	Expired	Jan-01-2016	Dec-31-2017
A15971315	Expired	Jan-01-2014	Dec-31-2015
A15971313	Expired	Jan-01-2012	Dec-31-2013

### Business License Locations



Business name	License account ID #	Location address
NEELEY CONSTRUCTION	275004829-001-0001	111 23RD ST SE PUYALLUP WA 98
NEELEY CONSTRUCTION	275004829-001-0002	111 23RD ST SE PUYALLUP WA 98

The Business Lookup information is updated nightly. Search date and time: 12/27/2023 11:39:26 AM

### Contact us

How are we doing?  
**Take our survey!**

Don't see what you expected?  
**Check if your browser is supported**



12/27/23, 11:43 AM

Check tax rate



**Employment Security Department**  
WASHINGTON STATE

Check tax rate

# Verify business

## Business info

**Legal entity name**

NEELEY CONSTRUCTION COMPANY

**Doing business as name**

NEELEY CONSTRUCTION COMPANY

**Employment Security Department (ESD) number**

000-272015-00-4

**Unified Business Identifier (UBI)**

275-004-829

**Employer Identification Number (EIN)**

\*\*.\*9164

**Payment method**

Taxable

**Business structure**

Corporation

**Liability start date**

6/30/2001

**Mailing address**

\*\*\*\*\*

PUYALLUP WA 98372-4163

**Principal business location**

\*\*\*\*\*

PUYALLUP WA 98372-4163

Questions? Please contact the Account Management Center at 855-829-9243 or [OlympiaAMC@esd.wa.gov](mailto:OlympiaAMC@esd.wa.gov)

Please use the [Business Change Form](#) to report changes to your business account information.

Close