



Meeting Date:
Agenda Item No:

<u>Kitsap County Board of Commissioners</u>		
Office/Department: Community Development-General Staff Contact: David Lynam Agenda Item Title: KC-369-21-C - SAFEbuilt Professional Services		
Recommended Action: Approve KC-369-21-C - SAFEbuilt Professional Services		
Summary:	<p>The contract amendment will extend the contract term through 12/31/2025 and increase funding by \$100,000.</p> <p>This contract includes supplementary, on-call building plan review, due to recent increases in permitting activity and to support evaluation of the applicant requested third party / outside review services program as allowed in KCC 21.04.140.</p> <p>Services provided under this contract are intended only to augment the department's existing workforce under the following circumstances:</p> <ul style="list-style-type: none"> • Specialized work in situations which current County staff do not have the necessary technical expertise; or • Specific projects for which, or during periods which, the ordinary capacity of County staff resources represented by the AFSCME Collective Bargaining Agreement 1308, in accordance with the terms of the contract, are insufficient to process permitting workload within the County target timelines; or • Temporary backfill of vacant staff position(s); or Temporary backfill for staff on leave, special assignment, emergency/disaster response, or training; or Applicant requested third party / outside review services. 	
Attachments:	<ol style="list-style-type: none"> 1. Contract Review Sheet 2. Contract Amendment KC-369-21-C 3. Attachment A – Fee Schedule 	
Fiscal Impact for this Specific Action		
Expenditure required for this specific action:	\$100,000.00	
Related Revenue for this specific action:	\$0	
Cost Savings for this specific action:	\$0	
Net Fiscal Impact:	\$100,000.00	
Source of Funds:	DCD00168	
Fiscal Impact for Total Project		
Project Costs:	\$350,000.00	
Project Costs Savings:	\$0	
Project Related Revenue:	\$0	
Project Net Total:	\$350,000.00	
Office/Departmental Review & Coordination		
Office/Department	Elected Official/Department Director	
Community Development-General	David Lynam, Interim Director	
Contract Information		

Contract Number	Date Original Contract or Amendment Approved	Amount of Original Contract Amendment	Total Amount of Amended Contract
KC-369-21	6/28/2021	\$150,000.00	\$150,000.00
KC-369-21-A	10/28/2022	\$0.00	\$150,000.00
KC-369-21-B	10/9/2024	\$100,000.00	\$250,000.00
KC-369-21-C	Pending	\$100,000.00	\$350,000.00



Kitsap County
CONTRACT REVIEW SHEET
(Chapter 3.56 KCC)

A. CONTRACT INFORMATION (for Contract Signing Authority, see KCC 3.56.075)

1. Contractor	SAFEbuilt				
2. Purpose	To extend the contract term through 12/31/2025 and add \$100,000.00 in funds.				
3. Contract Amount	\$100,000.00	Disburse	<input checked="" type="checkbox"/>	Receive	<input type="checkbox"/>
4. Contract Term	Through 12/31/2025				
5. Contract Administrator	David Lynam	Phone	360-337-5777		
6. Contract Control No.	KC-369-21-C				
7. Fund Name	DCD00168				
8. Grant Funded	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
9. Accounting Worktag / Revenue, Spend Category, or Grant	1681/1688.5419.4000				
Approved:	David Lynam	Date	9/3/2025		
	Department Director/Elected Official				

B. AUDITOR – Funding Review

1. <input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved		
Reviewer	Christopher Ferranti	Date	9/4/2024
2. Comments:			

C. ADMINISTRATIVE SERVICES DEPARTMENT – Risk Manager Review

1. <input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved		
Reviewer	Timothy M. Perez	Date	9/6/2024
2. Comments: Amendment Only			

D. ADMINISTRATIVE SERVICES DEPARTMENT – Budget Manager Review

1. <input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved		
Reviewer	Kristofer Carlson	Date	09/05/2024
2. Comments:			

E. PROSECUTING ATTORNEY

1. <input checked="" type="checkbox"/> Approved as to Form	<input type="checkbox"/> Not Approved as to Form		
Reviewer	Lisa Nickel	Date	09/04/24
2. Comments:			

Date Approved by Authorized Contract Signer: _____ **Date** _____

RETURN SIGNED ORIGINALS TO: Caitlin Schlatter @ MS-36

CONTRACT AMENDMENT KC-369-21-C
Contract Amendment for Professional Services

This Contract Amendment KC-369-21-C is made and entered into between Kitsap County, a Washington State political subdivision, having its principal offices at 619 Division St. Port Orchard, WA 98366 ("County") and SAFEbuilt to amend Kitsap County Contract No. KC-369-21-B.

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-369-21-C, upon execution shall be executed as followed:

1. The end date of the contract will be extended to 12/31/2025.
2. Additional funds added to the contract in the amount of \$100,000.00
3. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective upon execution by the parties.

Dated this 23 day of September, 2024

Dated this 23 day of Sept., 2024

SAFEbuilt

Gary Amato
Signature
Gary Amato
Print Name
Chief Administrative Officer
Title

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

Katherine T. Walker
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 FEE SCHEDULE

Kitsap County updated 2024/2025 pricing & deliverables. Green marks updated rates

REMOTE PLAN REVIEW DELIVERABLES		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment	
Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
STANDARD PLAN REVIEW TURNAROUND TIMES		
<u>Project Type:</u>	<u>First Comments Within</u>	<u>Second Comments Within</u>
<ul style="list-style-type: none"> • Residential • Tenant Improvements • Commercial up to \$5M in valuation • Commercial \$5M+ to \$10M in valuation • Commercial \$10M+ in valuation 	7 business days 10 business days 10 business days 15 business days Negotiated	5 business days or less 7 business days or less 7 business days or less 10 business days or less Negotiated

1. Contract, Attachment B, Compensation shall be replaced with and read in its entirety as follows:

- ✓ Beginning January 01, 2024 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

Service Fee Schedule:	
Engineering Services	\$160.00 per hour – one (1) hour minimum
Residential Plan Review	\$109.00 per hour – one (1) hour minimum
Commercial Plan Review	\$119.00 per hour – one (1) hour minimum



ARCHIVAL RECORDS TRANSMITTAL & TRANSFER AGREEMENT

The _____, of Record, hereby transfers the records listed below to the custody and jurisdiction of the Kitsap County Auditor's Office with the understanding that the records will become and remain the property of the Kitsap County Auditor's Office and shall be stored, referenced and disposed of only in accordance with the Laws of the State of Washington, the regulations of the State and Local Records Committees, the policies and procedures of the Division of Archives and Records Management, and the instructions of the State Archivist.

Signed: Sami Langbehn / DCD (Department or Office)

Signed: _____ Kitsap County Auditor

Print Name: Sami Langbehn

Print Name: _____

Table with columns: DATE PREPARED, RECORD TITLE, Number of Documents or Boxes, DESCRIPTION OF CONTENTS, DATE RECEIVED, INCLUSIVE DATES. Includes handwritten entry: KC-369-21-A, 1, KC-369-21-A Safebuilt Professional Services, 10/9/23-12/31/24.



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Meeting Date: October 9th, 2023
Agenda Item No:

Kitsap County Board of Commissioners			
Office/Department:		Community Development-General	
Staff Contact:		David Kinley	
Agenda Item Title:		KC-369-21-B - SAFEbuilt Professional Services	
Recommended Action: Approve KC-369-21-B - SAFEbuilt Professional Services			
Summary:	<p>The scope of this contract is add \$100,000.00 in funding and to extend the contract term through 12/31/2024.</p> <p>The contract will include supplementary, on-call building plan review, due to recent increases in permitting activity and to support evaluation of the applicant requested third party / outside review services program as allowed in KCC 21.04.140. Services provided under this contract are intended only to augment the department's existing workforce under the following circumstances:</p> <ul style="list-style-type: none"> • Specialized work in situations which current County staff do not have the necessary technical expertise; or • Specific projects for which, or during periods which, the ordinary capacity of County staff resources represented by the AFSCME Collective Bargaining Agreement 1308, in accordance with the terms of the contract, are insufficient to process permitting workload within the County target timelines; or • Temporary backfill of vacant staff position(s); or Temporary backfill for staff on leave, special assignment, emergency/disaster response, or training; or <p>Applicant requested third party / outside review services</p>		
Attachments:	<ol style="list-style-type: none"> 1. Contract Review Sheet 2. Contract Amendment KC-369-21-B 3. Attachment A – Fee Schedule 		
Fiscal Impact for this Specific Action			
Expenditure required for this specific action:		\$100,000.00	
Related Revenue for this specific action:		\$0	
Cost Savings for this specific action:		\$0	
Net Fiscal Impact:		\$100,000.00	
Source of Funds:		DCD 00168 Fees	
Fiscal Impact for Total Project			
Project Costs:		\$250,000.00	
Project Costs Savings:		\$0	
Project Related Revenue:		\$0	
Project Net Total:		\$250,000.00	
Office/Departmental Review & Coordination			
Office/Department		Elected Official/Department Director	
Community Development-General		Jeff Rimack	
Contract Information			
Contract Number	Date Original Contract or Amendment Approved	Amount of Original Contract Amendment	Total Amount of Amended Contract
<u>KC-369-21</u>	6/28/2021	\$150,000.00	\$150,000.00
<u>KC-369-21-A</u>	10/28/2022	\$0.00	\$150,000.00
KC-369-21-B	Pending	\$100,000.00	\$250,000.00



Kitsap County
CONTRACT REVIEW SHEET
(Chapter 3.56 KCC)

A. CONTRACT INFORMATION (for Contract Signing Authority, see KCC 3.56.075)	
1. Contractor	<u>SAFEbuilt</u>
2. Purpose	<u>To extend the contract term to 12/31/2024 and add \$100,000.00 in funds.</u>
3. Contract Amount	<u>\$100,000.00</u> Disburse <input checked="" type="checkbox"/> Receive <input type="checkbox"/>
4. Contract Term	<u>Upon Execution – 12/31/2024</u>
5. Contract Administrator	<u>David Kinley</u> Phone <u>360-337-5777</u>
6. Contract Control No.	<u>KC-369-21-B</u>
7. Fund Name	<u>DCD 00168 Fees</u>
8. Payment from-Revenue to Program/Revenue or Spend Category	<u>1681/1688.5419.4000</u>
Approved:	<u>Jeff Rimack</u> Date <u>9/5/2023</u>
	<u>Department Director/Elected Official</u>
B. AUDITOR – Funding Review	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	<u>Wanit Leenanithikul</u> Date <u>09/12/2023</u>
2. Comments:	
C. ADMINISTRATIVE SERVICES DEPARTMENT – Risk Manager Review	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	<u>Anastasia Johnson</u> Date <u>9/14/2023</u>
2. Comments:	<u>Amendment Only</u>
D. ADMINISTRATIVE SERVICES DEPARTMENT – Budget Manager Review	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	<u>Aimée Campbell</u> Date <u>09/13/2023</u>
2. Comments:	
E. PROSECUTING ATTORNEY	
1. <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Not Approved as to Form	
Reviewer	<u>Lisa Nickel</u> Date <u>09/13/23</u>
2. Comments:	

Date Approved by Authorized Contract Signer:

Date 10/9/23

RETURN SIGNED ORIGINALS TO:

Caitlin Schlatter @ MS-36

CONTRACT AMENDMENT KC-369-21-B
Contract Amendment for Professional Services

This Contract Amendment KC-369-21-B is made and entered into between Kitsap County, a Washington State political subdivision, having its principal offices at 619 Division St. Port Orchard, WA 98366 ("County") and SAFEbuilt to amend Kitsap County Contract No. KC-369-21-A.

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-369-21-B, upon execution shall be executed as followed:

1. The end date of the contract will be extended to 12/31/2024.
2. Additional funds added to the contract in the amount of \$100,000.00
3. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective upon execution by the parties.

Dated this _____ day of _____, 2023

Dated this 9th day of October, 2023

SAFEbuilt

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

Gary Amato
Signature

Charlotte Garrido
CHARLOTTE GARRIDO, Chair

Gary Amato
Print Name

NOT PRESENT
KATHERINE T. WALTERS, Commissioner

CAO
Title

Christine Rolfes
CHRISTINE ROLFES, Commissioner

ATTEST: *Dana Daniels*
Dana Daniels, Clerk of the Board



**ATTACHMENT A
PRICING AND DELIVERABLES**

Kitsap County updated 2023/2024 pricing & deliverables. Green marks updated rates.

REMOTE PLAN REVIEW DELIVERABLES		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment	
Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
STANDARD PLAN REVIEW TURNAROUND TIMES		
<u>Project Type:</u>	<u>First Comments Within</u>	<u>Second Comments Within</u>
• Residential	7 business days	5 business days or less
• Tenant Improvements	10 business days	7 business days or less
• Commercial up to \$5M in valuation	10 business days	7 business days or less
• Commercial \$5M+ to \$10M in valuation	15 business days	10 business days or less
• Commercial \$10M+ in valuation	Negotiated	Negotiated

1. Contract, Attachment B, Compensation shall be replaced with and read in its entirety as follows:

- ✓ Beginning January 01, 2024 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

Service Fee Schedule:	
Engineering Services	\$155.00 per hour – one (1) hour minimum
Residential Plan Review	\$105.00 per hour – one (1) hour minimum
Commercial Plan Review	\$115.00 per hour – one (1) hour minimum



Meeting Date:
Agenda Item No:

<u>Kitsap County Board of Commissioners</u>		
Office/Department: Community Development Staff Contact: Angie Silva Agenda Item Title: KC-369-21 – Safebuilt Professional Services		
Recommended Action: Move that the board approve KC-369-21 - Safebuilt Professional Services		
Summary:	<p>The scope of this contract is to provide supplementary, on-call development permitting review services for land use, environmental regulations, and development engineering (consisting of stormwater, grading and traffic review) due to recent increases in permitting activity and to support evaluation of the applicant requested third party / outside review services program as allowed in KCC 21.04.140. Services provided under this contract are intended only to augment the department’s existing workforce under the following circumstances:</p> <ul style="list-style-type: none"> • Specialized work in situations which current County staff do not have the necessary technical expertise; or • Specific projects for which, or during periods which, the ordinary capacity of County staff resources represented by the AFSCME Collective Bargaining Agreement 1308, in accordance with the terms of the contract, are insufficient to process permitting workload within the County target timelines; or • Temporary backfill of vacant staff position(s); or • Temporary backfill for staff on leave, special assignment, emergency/disaster response, or training. • Applicant requested third party / outside review services 	
Attachments:	<ol style="list-style-type: none"> 1. Contract Review Sheet 2. Professional Service Contract <ol style="list-style-type: none"> A. Description of Services B. Compensation 	
Fiscal Impact for this Specific Action		
Expenditure required for this specific action:	\$150,000.00	
Related Revenue for this specific action:	\$0.00	
Cost Savings for this specific action:	\$0.00	
Net Fiscal Impact:	\$150,000.00	
Source of Funds:	DCD 00168 Fees	
Fiscal Impact for Total Project		
Project Costs:	\$150,000.00	
Project Costs Savings:	\$0.00	
Project Related Revenue:	\$0.00	
Project Net Total:	\$150,000.00	
Office/Departmental Review & Coordination		
Office/Department	Elected Official/Department Director	
Community Development	Jeff Rimack	

Contract Information			
Contract Number	Date Original Contract or Amendment Approved	Amount of Original Contract Amendment	Total Amount of Amended Contract
KC-369-21	Pending	\$150,000.00	\$150,000.00



Kitsap County
CONTRACT REVIEW SHEET
 (Chapter 3.56 KCC)

KC-369-21

A. CONTRACT INFORMATION <i>(for Contract Signing Authority, see KCC 3.56.075)</i>	
1. Contractor	Safebuilt LLC
2. Purpose	To provide supplementary development permitting review services for DSE.
3. Contract Amount	\$150,000.00 Disburse <input checked="" type="checkbox"/> Receive <input type="checkbox"/>
4. Contract Term	Upon execution to June 30, 2023
5. Contract Administrator	Angie Silva Phone [County Rep Phone]
Approved:	Jeff Rimack Date _____ Department Director
B. AUDITOR – Accounting Information	
1. Contract Control No.	KC-369-21
2. Fund Name	DCD 00168 Fees
3. Payment from-Revenue to CC/Account No.	1681.5419.4000/1688.5419.4000
Reviewer	Dave Schureman Date 5/28/21
4. Comments	
C. AUDITOR – Grant Review <i>Signature only required if grant funded contract</i>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	Reviewer NA Date _____
2. Comments: _____	
D. ADMINISTRATIVE SERVICES DEPARTMENT – Risk Manager Review	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	Reviewer Timothy M. Perez Date 6/2/2021
2. Comments: _____	
E. ADMINISTRATIVE SERVICES DEPARTMENT – Budget Manager Review <i>Signature required if \$50,000 or more OR if signed by Board of Commissioners (regardless of dollar amount)</i>	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	Reviewer Aimée Campbell Date 05/27/2021
2. Comments: _____	
F. HUMAN RESOURCES – Human Resources Director Review <i>Signature only required if union or employment contract</i>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	Reviewer _____ Date _____
2. Comments: _____	
G. INFORMATION SERVICES – Information Services Director Review <i>Signature only required if technology contract</i>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	Reviewer _____ Date _____
2. Comments: _____	
H. PROSECUTING ATTORNEY	
1. <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Not Approved as to Form	Reviewer Lisa Nickel Date 05/27/21
2. Comments: With comment to contract administrator.	

Date Approved by Authorized Contract Signer: _____

Date _____

RETURN SIGNED ORIGINALS TO:

Robyn Readwin @ MS- 36

KITSAP COUNTY CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services (the Contract) is entered into by Kitsap County, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 ("County") and SAFEbuilt Washington LLC, ("Contractor"), having its principal offices at 3755 Precision Drive, Suite 140, Loveland, Colorado 80538.

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective upon execution and terminate on June 30, 2023. Two, one-year options to extend may be considered by the County and Contractor through contract amendments. 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. SERVICES TO BE PROVIDED

- 2.1 A description of the services to be performed by the Contractor is set forth in Exhibit A: Description of Services, which is attached to the Contract and incorporated by this reference.
- 2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the County.
- 2.3 The Contractor will perform the work specified in the Contract according to standard industry practice.
- 2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Contractor will confer with the County from time to time during the progress of the work. The Contractor will 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 REPRESENTATIVES

The County and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

County's Contract Representative
Kitsap County Department of Community Development
ATTN: Angie Silva, Assistant Director
614 Division St MS-36
Port Orchard, WA 98366
asilva@co.kitsap.wa.us

Contractor's Contract Representative

David Spencer, State Operations Manager for SafeBuilt Washington LLC
dspencer@safebuilt.com

SECTION 4. COMPENSATION

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Exhibit B: Compensation, which is attached to the Contract and incorporated by this reference.
- 4.2 The total amount payable under the Contract by the County to the Contractor in no event will exceed \$150,000.00.
- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the County once a month for payment of work completed to date. Subject to the other provisions of the Contract, the County generally will pay such an invoice within 30 days of receiving it.
- 4.4 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.5 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination unless a provision of the Contract expressly provides otherwise.
- 4.6 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified by the Contractor and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the County.
- 5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by the County and has become effective.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

- 6.1 The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss,

expenses, damages and judgments of any nature whatsoever, including 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 acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents. Neither Party shall be obligated to indemnify the other Party in any manner whatsoever for the other Party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.

Should a court of competent jurisdiction determine the Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and agents, the Contractor's liability hereunder, including the duty and cost to defend, will be only to the extent of the Contractor's negligence.

- 6.2 With regard to any claim 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 will 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 workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract 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 will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.
- 6.3 The Contractor's obligations under these provisions 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.
- 6.4 **Limits of Liability.** In no event shall County or Contractor be liable to the other for consequential, incidental or other indirect damages. Except with respect to payment obligations the liability of County or Contractor under this Agreement shall not exceed available limits of Consultant's insurance.

SECTION 7. INSURANCE

- 7.1 **Professional Legal Liability.** The Contractor will maintain professional legal liability or professional errors and omissions coverage appropriate to the Contractor's profession. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Contractor's services under the Contract. The coverage will not exclude bodily injury or property damage. The coverage will not exclude 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.

- 7.2 **Workers' Compensation and Employer Liability.** The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the Contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.
- 7.3 **Commercial General Liability.** The Contractor will maintain commercial general liability coverage for bodily injury, personal injury, and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the 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.
- 7.4 **Automobile Liability.** The Contractor will maintain automobile liability insurance as follows (check ONE of the following options):

Not Applicable.

The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. The aggregate limit will be at least \$2 million. Coverage will include owned, hired, and non-owned automobiles.

The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$100,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$300,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Contract and the certificates of insurance must evidence that these conditions have been met. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage will include owned, hired, and non-owned automobiles.

7.5 **Miscellaneous Insurance Provisions.**

- A. The Contractor's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.
- B. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will include the County, its officers, officials, employees, and agents as an additional insured with respect to performance of services.
- C. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will contain no special limitations on the scope of protection afforded to the County as an additional insured.
- D. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the County, its officers, officials, employees, or agents.

- E. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.
- F. The Contractor will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all the requirements stated in these provisions.
- G. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- H. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as a claims-made policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

7.6 **Verification of Coverage and Acceptability of Insurers.**

- A. The Contractor will 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.
- B. The Contractor will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section within 10 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 may not be canceled, or allowed to expire, except on 30-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 must be amended so as not to negate the intent of this provision.
- C. The Contractor will 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.
- D. Certificates of insurance will show the certificate holder as Kitsap County and indicate "care of" the appropriate County office or department. The address of the certificate holder will be shown as the current address of the appropriate County office or department.
- E. The Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Kitsap County that the Contractor is currently paying workers' compensation.

- F. Proof of insurance, amendatory endorsements, written notice of cancellation or change will 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

- G. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Kitsap County Risk Manager.

SECTION 8. TERMINATION

- 8.1 The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate the Contract upon giving the Contractor 10-days' written notice. Contractor may terminate the Contract with ninety (90) days written notice to County, with or without cause. In that event, the County will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.
- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by County to the Contractor. No costs incurred after the effective date of the termination will be paid.
- 8.3 If the Contractor breaches any of its obligations under the Contract and fails to cure the breach within 10 days of written notice to do so by the County, the County may terminate the Contract. In that event, the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the County in completing the work and all damages sustained by the County by reason of the Contractor's breach.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

SECTION 10. INDEPENDENT CONTRACTOR

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an agent, an employee, or a servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in the Contract.
- 10.2 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Kitsap County employees.
- 10.3 The Contractor will have and maintain complete responsibility and control over all its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County.

SECTION 11. NONDISCRIMINATION

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

SECTION 12. OWNERSHIP OF MATERIALS/WORKS PRODUCED

All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by the County. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.

SECTION 13. PATENT/COPYRIGHT INFRINGEMENT

The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the County, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by the County of any notice of such claim.

SECTION 14. DISPUTES

Differences, disputes and disagreements between the Contractor and the County arising under or out of the Contract will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or

acceptability of performance or compensation due the Contractor will be decided by the County's contract representative or designee. All rulings, orders, instructions, and decisions of the County's contract representative will be final and conclusive.

SECTION 15. CONFIDENTIALITY

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of the County or an order entered by a court of competent jurisdiction. The Contractor will promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE

- 16.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 16.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

SECTION 17. MISCELLANEOUS


- 17.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 17.2 **Tax Payments.** The Contractor will pay all applicable federal, state, and local taxes, fees (including licensing fees) and other amounts.
- 17.3 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents, or representatives from assignment to perform services under the Contract upon receipt of a written request to do so from the County's contract representative or designee.
- 17.4 **Legal Compliance.** The Contractor and its subcontractors, employees, agents, and representatives will comply with all applicable federal, state, and local laws, rules, and regulations in their performance under the Contract.
- 17.5 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.
- 17.6 **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 the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.

- 17.7 **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. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 17.8 **Entire Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.
- 17.9 **Notices.** Any notices will 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 the contract representative's provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three 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.
- 17.10 **Survival.** Those provisions of the Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, but are not necessarily limited to, the following: Sections 6.1-6.3 (Hold Harmless and Indemnification), 8.3 (Termination), 13 (Patent/Copyright Infringement), 14 (Disputes), 15 (Confidentiality), 16.1-16.2 (Choice of Law, Jurisdiction and Venue), 17.1 (Miscellaneous – No Waiver), 17.5 (Miscellaneous – Records Inspection and Retention) and Section 17.7 (Miscellaneous – Severability).

Signed this 14 day of July, 2021

SAFEbuilt



~~Thomas P. Wilkas, CFO~~
Arner Akhbar, CFO

DATED this 28th day of June, 2021.

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



Robert Gelder

ROBERT GELDER, Chair

E. E. Wolfe

EDWARD E. WOLFE, Commissioner

Charlotte Garrido

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels

Dana Daniels, Clerk of the Board

Attachment A
Description of Services

PART 1 - GENERAL SCOPE

The Kitsap County (County) Department of Community Development (DCD) is the agency responsible for administration, review and approval of land use, environmental and development engineering codes in unincorporated Kitsap County. The scope of this contract is to provide supplementary development permitting review services development engineering (consisting of stormwater, grading, solid waste and traffic review) on an on-call basis. Services provided under this contract are intended only to augment DSE's existing workforce under the following circumstances:

- Specialized work in situations which County staff do not have the necessary technical expertise;
- Specific projects for which, or during periods which, the ordinary capacity of County staff resources represented by the AFSCME Collective Bargaining Agreement 1308, in accordance with the terms of the contract, are insufficient to process permitting workload within the County target timelines;
- Temporary backfill of vacant staff position(s); or
- Temporary backfill for staff on leave, special assignment, emergency/disaster response, or training.

In no circumstances shall services under this contract replace DSE's workforce as approved by the Board of County Commissioners. Services provided by the Contractor under this contract shall comply with the Revised Code of Washington (RCW), Kitsap County Codes and Kitsap County labor agreements.

Contractor services are under the direction and authority of DSE. The Contractor shall screen work order requests referred from DSE and inform DSE of its ability to perform requested services within a timeframe, cost, and other performance or contract requirements agreed upon by DSE and the Contractor on an individual work order basis. DSE does not guarantee any level of work under this contract.

The Contractor will use Dude Solutions and SmartGov land use permitting system, with redline mark-up of PDF files using Bluebeam.

The County may elect to award a primary, a secondary (back-up) and even third contractor for this work to ensure timely performance of all disciplines are covered. The County would elect to use the secondary or third contractor for a work order should the primary contractor be unable to provide service as required.

Task 100 - Project Management and Coordination

The Contractor shall prepare a contract management plan that includes establishment of a framework for project management of individual work orders; identification of team members, organizational structure, and invoicing procedures; preparation of semi-monthly status reports; and participation in required meetings. The Contractor may also be requested to coordinate work performed under this contract with work performed by DSE staff or other Contractors. The Contractor shall provide overall quality control for all work performed by Contractor staff.

The Contractor shall be capable of working on work orders/permit applications at the same time, and shall plan and provide adequate resources to assure schedule requirements are met for each.

The Contractor shall prepare semi-monthly progress reports for DSE that compare work accomplished with scheduled activities and compare expenditures with work order budgets. The progress report shall describe the status of work completed, schedule status, budget status, and estimated percentage of work completed for each ongoing work order.

Potential Deliverables:

- Contract management plan.
- Semi-monthly Contract status reports by workorder/permit application.
- All contract-related correspondence.

Task 200 - Permitting Services

Under specific guidance by DSE, the Contractor shall perform one or more of the following services:

- Review permit applications, plans, and documents to determine compliance with codes, regulations, and standards applicable to land development, including but not limited to stormwater drainage, solid waste, grading and geo-technical requirements, and traffic requirements.
- As guided by DSE, priority focus shall focus on stormwater and grading review, due to temporary staff vacancy and workload in this discipline.

Applicable codes, regulations, and standards shall include, but not be limited to, the Kitsap County Code (KCC) Title 12 *Stormwater Drainage*, its companion document *Kitsap County Stormwater Design Manual*, *Kitsap County Road Standards, 2020*, and Title 21 *Land Use and Development Procedures*.

The Contractor will provide services at its Contractor offices, or other location(s) as required by DSE.

Communication, documentation and reporting of services rendered by the Contractor will conform to methods and standards consistent with those in use by DSE, unless required otherwise by the terms of a work order request. The Current Planning Manager and Development Engineering Supervisor will have final review of all contractor comments prior to submittal to applicant. Document retention and release practices will comply with the Washington State Public Disclosure Act.

All services under this contract shall be performed during regular work hours, Monday through Friday 7:00 a.m. to 5:00 p.m., unless required otherwise by the terms of a work order request.

Potential Deliverables:

- Review comments on permit applications, plans, documents and resubmittals.
- Response to applicant inquires due to Contractors comments following quality control review by the

Current Planning Manager and/or Development Engineering Supervisor.

Task 300 - Consultation with Applicants and/or DSE

The Contractor shall be available to DSE staff and permit applicants for consultation regarding application comments and approved development documents and conditions following permit issuance by the County. If determined that is needed by DCD, the Contractor shall be available to represent DSE in preapplication meetings or field pre-construction meetings for more complex projects.

Potential Deliverables:

- Documentation of services performed by phone, email or in person, including but not limited to phone conversation log, hard copy of emails, and memoranda.
- Research, development, and presentation of materials to support code interpretations and training regarding codes and regulation provided for under Task 200.

Reference:

- Revised Code of Washington (RCW) <https://apps.leg.wa.gov/rcw/>
- KCC Title 12 *Stormwater Drainage*
<https://www.codepublishing.com/WA/KitsapCounty/#!/Kitsap12/Kitsap12.html>
- *Kitsap County Stormwater Design Manual*
https://www.codepublishing.com/WA/KitsapCounty/html/images/Stormwater_Design_Manual.pdf
- *Kitsap County Road Standards, 2020*
https://www.kitsapgov.com/pw/Documents/Kitsap%20County%20Road%20Standards_200706.pdf
- KCC Title 21 *Land Use and Development Procedures*
<https://www.codepublishing.com/WA/KitsapCounty/#!/Kitsap21/Kitsap21.html>
- WA State Public Records Act
<http://apps.leg.wa.gov/rcw/default.aspx?cite=42.56>

Deliverables and Performance Standards

The Contractor will approve red-lined plans for residential projects. For non-residential projects, red-line acceptance will be determined for each work order by agreement with DSE.

The Contractor will choose and apply conditions using the SmartGov permitting system and with redline mark-up using BlueBeam.

Contractor Time of Performance

	<u>Project Type</u>	<u>First Comments In Not to Exceed</u>	<u>Second Comments In Not to Exceed</u>
ALL DSE PLAN REVIEW	Single-family	7 business days	5 business days
	Multi-family	10 business days	5 business days
	Commercial < \$2M in valuation	10 business days	5 business days
	Commercial > \$2M in valuation	15 business days	10 business days

End of Attachment A

Attachment B
Compensation

All invoices shall be sent monthly and must include the permit application #, permit type, date and hours worked and service provided.

Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Engineering Services	\$150.00 per hour – one (1) hour minimum

End of Attachment B