



NORTH KITSAP SCHOOL DISTRICT  
[www.nkschools.org](http://www.nkschools.org)

REQUEST FOR PROPOSAL  
Facilities Condition Assessment

Issue Date: December 4, 2017

Due Date: January 26, 2018

## Request for proposal

### A. Facilities Condition Assessment

The North Kitsap School District is requesting a proposal for Facilities Condition Assessment to support the operations and/or services managed by the Facilities Department. Respondents may express interest and request consideration by filing with the North Kitsap School District office.

#### Address submittals to:

North Kitsap School District  
18360 Caldart Avenue NE  
Poulsbo, Washington 98370  
RE: Facility Condition Assessment

#### Schedule

RFP Published	12/04/2017
Questions due	12/11/2017 4:00 PM
Responses posted	12/15/2017 4:00 PM
Pre-Bid Meeting/Walk Through	01/10/2018 3:00 PM
Proposals due no later than	01/26/2018 4:00 PM
Conduct Vendor Interviews/Site visits	01/29/2018 to 1/31/2018 Revised to 2/1/18 to 2/2/18
Select Vendor	02/08/2018
Contract Finalization	02/22/2018
Kick Off Project	02/26/2018*
Complete Project	4/26/2018*

\*60 or 90 day schedule may be proposed

Submit your questions regarding the RFP to William Wilson [Wwilson@nkschools.org](mailto:Wwilson@nkschools.org). Responses will be posted on North Kitsap School District website at [www.nkschools.org](http://www.nkschools.org). It is the responsibility of any proposer to review the School District website for any RFP revisions or answers to the questions prior to submitting a proposal.

The North Kitsap School District reserves the right to select or reject any and all proposals in part or in full for any reason. The School District also reserves the right to change, cancel, or re-issue this RFP at any time. This RFP does not obligate the North Kitsap School District to pay any costs incurred by the respondents in the preparation and submission of a proposal nor does it obligate the School District to accept or contract for any expressed or implied services.

The successful Vendor must comply with local, state, and federal requirements regarding equal opportunity and employment practices and the North Kitsap School District Services Agreement. The School Districts committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.

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William Wilson

North Kitsap School District

Published: Municipal Research and Services Center (MRSC), and Kitsap Sun on  
December 4, 2017 2017

***Request for proposal***

***Facility Condition Assessment***

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# **1 INTRODUCTION**

## **1.1 PROJECT OVERVIEW**

The North Kitsap School District is currently soliciting a proposal for:

- A. A Facility Condition Assessment that will deliver detailed assessment of building system components, school site facilities, athletic fields, life-cycle analysis, preventative maintenance scheduling, replacement costs and capital planning.
- B. Incorporation of data and information from the Facility Condition Assessment Study into the existing North Kitsap School District School Dude data base, and OSPI Asset Preservation Program and Information and Condition of Schools System (ICOS).

The North Kitsap School District prefers a “turn-key” proposal of a condition assessment and database input services.

## **1.2 NORTH KITSAP SCHOOL DISTRICT**

North Kitsap School District serves approximately 5,800 students in the Puget Sound region of Washington State. The School District’s mission is to provide in partnership with our community an academically challenging educational program to the meet the diverse needs of all students in a safe, nurturing environment.

The vision of the North Kitsap School District is to be a world-class School District where people choose to live, work, and play. The supporting mission, in partnership with residents, and business, and schools is to:

- Provide a safe, healthy, welcoming atmosphere where people choose to live
- Strategically position the School District for the future
- Support planned growth and influence decisions that impact the school district
- Build an inclusive informed School District with opportunities for all
- Meet service demands through high quality educational service, innovation, a positive work environment, and a commitment to excellence

The School District operates under the laws of the State of Washington. The North Kitsap School District is governed with an elected board of 5 governing directors.

Day to day operations of the School District are carried out by more than 1,000 employees at the direction of the Superintendent. The School District consists of two high schools, two middle schools, seven elementary schools (one currently closed), Transportation services, an Alternative Learning Site, District Support Center Offices, Facilities Department, North Kitsap High School Stadium, Strawberry Field, Auditorium, and Community Pool.

## 1.3 FACILITIES

The Facilities Department is currently responsible for all building systems repairs and maintenance for eleven school sites including portables, Alternative Learning Site, Transportation, Maintenance, and District Office Facilities, which represents 900,049 square feet and 232 acres, as detailed in exhibit A. The Facilities Department has a School Dude database tracking system that facilitates responsive service to our internal customers.

The North Kitsap School District Facilities Staff are currently responsible for maintenance and repair of North Kitsap Regional Event Center Sites including; Strawberry Field, North Kitsap High School Stadium, Auditorium and Pool, including turf field replacement based on age and condition.

The North Kitsap School District School Dude database tracks and measures the work of facilities staff to make prudent decisions regarding workload and work distribution.

The following are success measures and Metrics to incorporate into the existing School Dudes database and capital planning modules:

- Budget management – identify fixed costs, operating costs, improved asset utilization, expenditure management, capital preservation strategic budgetary planning
- Work Order and request management - increased productivity, coordination, service level improvements
- Asset/Inventory management – proactive asset replacement and cost avoidance
- Tracking and improving customer satisfaction scores
- Tracking labor, equipment and material costs
- Scheduled maintenance management
- Energy management module to do analyses and benchmarking
- FCI - Facility Condition Index used in Facilities Management to provide a benchmark to compare the relative condition of a group of facilities.

The Facilities Department needs to determine the extent and urgency of the replacement of various buildings or building components for all of the School District facilities. This will allow the School District to plan and replace building components (roofs, HVAC systems, electrical systems, elevators, etc.) prior to failure in addition to planning for building replacements as may be necessary. This can be accomplished through conducting a building condition assessment that provides quantitative results that can be used to evaluate existing building components' remaining life and schedule replacements.

The Facilities Department needs to determine the extent and urgency of the repair and replacement of various civil engineering infrastructure for all the School District sites including water, electrical, sewer and gas lines throughout the properties. Above ground infrastructure may include pathway lighting, playgrounds, storm water conveyances, footbridges etc.

The Facilities Department staff will coordinate and facilitate building and infrastructure assessment with a qualified consultant to develop evaluation criteria, conduct assessment inspections, develop a replacement schedule with a budget, and establish a replacement plan. The following are the success measures of a School District Building and Infrastructure Condition Assessment:

- Assess and plan for building and infrastructure component replacement/renewal needs over the total life cycle of School District facilities.
- Short and long-range component replacement cost analysis
- Inventory equipment and systems to design an optimum, proactive maintenance program
- Improved maintenance practices and coordination
- Ability to target the most urgent needs and focus resources
- Better coordination between actual O&M needs and capital planning initiatives
- Prevent adverse impacts to the School District budget as a result of building and infrastructure component failures.
- Integration of location information with GIS or equivalent formats

## 2 RFP INFORMATION

### 2.1 TIMELINE/SCHEDULE

RFP Published	12/04/2017
Questions due	12/11/2017 4:00 PM
Responses posted	12/15/2017 4:00 PM
Pre-Bid Meeting/Walk Through	01/10/2018 3:00 PM
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Contract Finalization	02/22/2018
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Complete Project	4/26/2018*

\*60 or 90 day schedule may be proposed



## **2.2 RFP CONTACT INFORMATION**

The following RFP Coordinator is the School District only official point of contact for this RFP.

William Wilson, Director of Maintenance & Facilities

18360 Caldart Avenue NE

Poulsbo, Washington 98370

360-396-3055

[WWilson@nkschools.org](mailto:WWilson@nkschools.org)

## **2.3 LETTER OF INTENT**

Vendors who wish to submit proposals are encouraged to inform the School District of their intent to submit a proposal by emailing intent to [WWilson@nkschools.org](mailto:WWilson@nkschools.org)

## **2.4 QUESTIONS REGARDING RFP**

Interested parties must direct all communications regarding this RFP to [WWilson@nkschools.org](mailto:WWilson@nkschools.org).

Questions must be submitted by 12/11/2017 4:00PM.

Responses will be posted on School District website at <http://www.nkschools.org> on 12/15/2017 4:00PM.

It is the responsibility of any proposer to review the School District website for any RFP revisions or answers to questions prior to submitting a proposal.

## **3 SCOPE OF SERVICES**

### **3.1 INCORPORATION OF FACILITY ASSESSMENT DATA INTO EXISTING NORTH KITSAP SCHOOL DISTRICT SCHOOL DUDE DATABASE AND OSPI ASSET PRESERVATION PROGRAM AND INFORMATION AND CONDITION OF SCHOOLS SYSTEM (ICOS)**

#### **3.1.1 GOALS AND OBJECTIVES**

The North Kitsap School District seeks to maximize the use of their existing work management system that will enable the Facilities Department employees to serve our customers with greater

efficiency while in the office or out in the field, enhance response time, improve internal operations, and enhance the public interface. The department is committed to taking significant steps to automate as many processes as possible and functionality that enables the customer, staff and other stakeholders to access and process basic/common services via the internet, the software and mobile applications.

### ***3.1.1.1 INTEGRATE FCA DATA INTO SCHOOL DUDE, ICOS, AND APP ASSET/INVENTORY MANAGEMENT MODULES***

The Contractor is responsible for compiling all applicable FCA data and the associated projections which must be uploaded into the maintenance direct database and capital forecasting modules of School Dude as well as The Office of Superintendent of Public Instruction (OSPI) databases including Information and Condition of Schools System (ICOS) and the Asset Preservation Program (APP).

- Format and upload all applicable FCA data compiled and the associated projections into North Kitsap School District's School Dude database for use in the Maintenance Direct and Capital Forecasting modules as well as any other modules which rely of this information to function correctly.
- Format and upload all applicable FCA data compiled and the associated projections into the OSPI databases including ICOS and APP to satisfy North Kitsap School District's obligation to keep these databases current.

### ***3.1.1.2 UPDATE/AMEND SCHOOL DUDE PREVENTATIVE MAINTENANCE MANAGEMENT DATABASE***

The Contractor will update/amend the School Dude Maintenance Direct, their Preventive Maintenance Management Database as well as create and upload a preventative maintenance schedule. Maintenance Direct must have accurate information to provide recurring preventive maintenance activities such as, safety checkpoints, parts, materials, frequencies, and estimated/actual time information. This allows North Kitsap School District Facilities Department to efficiently schedule, track, and report on preventive maintenance activities.

- Must audit the assets in the School Dude Maintenance Direct database to insure the accuracy of all available information including manufacturer, model, and serial, service dates, and warranty expirations
- Create a preventative maintenance schedule based on industry standards for each asset and upload it into the School Dude Maintenance Direct module for proper functionality of recurring maintenance schedules including daily, weekly, monthly, quarterly or annually as indicated by the applicable standard

### ***3.1.1.3 UPLOAD/POPULATE SCHOOL DUDE CAPITAL FORECASTING MODULE***

The Contractor will provide/upload all asset information including manufacturer, model, and

serial, service dates, and warranty expirations into the School Dude Capital Forecasting module. The School Dude Capital Forecasting module must have accurate information to provide quick and easy access to an inventory of structures and assets along with a record of their age and condition so it can identify, assess, and prioritize capital needs for planning purposes and assess which needs are likely to prove a better return-on-investment.

- Upload amended asset information including manufacturer, model, serial number, service dates and warranty expirations into School Dude Capital Forecasting module
- Create and upload assessment of condition, projected life expectancy, and all other information required for correct functionality of the module.

## **3.2 SCOPE OF WORK FACILITY CONDITION ASSESSMENT**

### **3.2.1 GOALS AND OBJECTIVES**

The purpose of the facility condition assessment is to assess the North Kitsap School District facilities to assist the District with data that allows for long range facility planning including facility upgrades or facility replacements. Additionally, the collected data will be input into North Kitsap School District existing School Dude database, as well as input data into OSPI Information and Condition of Schools System (ICOS), and provide narratives that summarize assessment observations and comments.

### **3.2.2 DELIVERABLES**

The following is meant to provide details on deliverables that the Facility Condition Assessment will provide on assignments. All condition assessments will include a bound deliverable containing:

- Narrative report with description of systems and corresponding conditions. Digital photos of key components and deficiencies integrated into the narrative.
- 5-year annual cost summary with recommended project prioritizations.
- 20-year capital reserve table with systems and component replacement costs and dates. Provide data input to populate systems level detail into the School Dude Capital forecasting module.
- Provide data input to populate major component level detail into School Dude maintenance module.
- Provide Asset Preservation Program input data for North Kitsap School District annual submission to OSPI.
- Perform data updates in the OSPI Information and Condition of Schools System (ICOS) and Asset Preservation Program (APP) at the uniformat level 3 detail.

### 3.2.3 FIELD DATA COLLECTION AND CONDITION ASSESSMENT

The capital forecasting field data collection and condition assessment is meant to capture information of all major building and Site infrastructure systems to the individual component level, including all components considered capital repair items (as opposed to maintenance level items). This includes all civil infrastructure components including but not limited to site paving, HVAC, roofing, electrical, plumbing, vertical transportation systems, building envelope and structural systems, playgrounds, surface water culverts, and entire civil infrastructure components – electrical, sewer, water, gas. The Facility Condition Assessment provider will collect, document, and analyze the facilities assessment data to achieve the following:

- At the start of each building or facility assessment, review existing construction and as-built drawings, user manuals and maps.
- At the start of each building or facility assessment, interview client's staff to understand what improvements has been made in the last three years, what improvements are planned in the next three years and any known problems. Interview facility occupants about know facility issues.
- Inventory all major building equipment including quantity, size, asset tag number, manufacturer, model and serial number at the unformat level 3 breakdown.
- Identify deficient conditions in terms of deferred maintenance and building condition.
- Provide a reasonable cost analysis for the above-mentioned efforts separated at the unformat level 2.
- For multi-building projects, data will be collected from every building in the portfolio. Reports will be prepared as follows:
  - Major buildings (generally defined as 25,000 square feet or greater and approximately 10% of the project portfolio), a separate report will be prepared.
  - Smaller buildings will be grouped into reports by building type, geography or other logical grouping (for example maintenance structures, Sites assets, etc.).
  - Provide individual cost tables and digital photographs to document the deficient conditions at each property.
  - Incorporate all information into School Dude database for each piece of equipment so that the Facilities Department is able to have a starting point on all the equipment for every facility.
  - Assessment of portable buildings is excluded from the scope of the FCA.
  - Assessment of Information Technology infrastructure is excluded from the scope of the FCA

Based on observations and information obtained from available on-site personnel, Facility Condition Assessment provider will visually inspect all facilities and properties. Specifically, the assessment will focus on the following components:

- Heating System - Identify boilers, furnaces, and major labeled equipment.
- Ventilation System - Identify the ventilation systems at the property and assess its overall condition.
- Air Conditioning System - Identify the material air-conditioning components, including cooling towers, chillers, and major labeled equipment. Excluded are window units, terminal units, above ceiling equipment, and thermostatic controls.
- Roofing System - FCA provider will identify the material roof systems, including roof type, reported age, slope, drainage, or any unusual roofing conditions. The team will observe for evidence of material repairs, significant ponding, or evidence of material roof leaks.
- Electrical System - Identify the electrical service provided and distribution system at the subject property. Observation and evaluation will include switchgear, transformers, emergency generators and main distribution panels. Infrared scanning of all electrical distribution systems will be included.
- Plumbing - Identify the material plumbing systems at the subject property, including domestic water supply, domestic hot water production over 80 gallons, sanitary sewer, primary backflow preventer or any special or unusual plumbing systems (such as fuel systems, gas systems).
- Vertical Transportation - Identify the existing vertical transportation equipment and provide an overall assessment. Facility Condition Assessment provider will detail deficiencies for each elevator and provide an analysis of the remaining useful life, along with budgets for any expected expenditures up to and including modernization or replacement.
- Building Envelope - Identify the material elements of the building exterior, to include walls, doors, windows, and fire escapes. This will also include the façade, curtain-wall systems, glazing, exterior sealant, exterior balconies, and stairways. Observations may be subject to grade, accessible balconies, and rooftop vantage points.
- Structural Components - Evaluate the footings, foundations, slabs, columns, floor framing system, and roof framing system as part of the structural inspection for soundness. Observations will be subject to grade and visibility of components. This is a visual inspection only and no structural testing of components or materials will be undertaken.
- Site Paving - Observe and evaluate the site paving and/or Site components including pavement, curbs, drains and sidewalks.
- Commercial Kitchen - Major Equipment (above approximately \$2000 value) such as:
  - Walk-in freezer and refrigerator equipment
  - Ovens, stoves, broilers, grills
  - Reach-in refrigerators and freezers

- Dishwashers
- Fryers
- High Level (system level) only-for identification to track maintenance
- Alarm Panels
- Emergency generators
- Exhaust hood fire suppression
  - Underground infrastructure – electrical, gas, water, sewer
  - Bridges
  - Storm water conveyances
  - Playgrounds
  - Sports and Ground Facilities Assessment
  - Auditorium/Pool
  - Turf Field Assessments
  - Field Assessments including irrigation and drainage
  - Life Safety/Security

### **3.2.4 FACILITIES ASSESSMENT EVALUATION**

At the conclusion of the assessment(s), Facility Condition Assessment provider will prepare reports as described below that include:

- A general description of the property and improvements, and comments generally on observed conditions.
- Comments for components that are exhibiting deferred maintenance issues and provide estimates for “immediate” and “capital repair” costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last three years, or currently under contract. Facility Condition Assessment provider shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.
- A schedule for recommended replacement or repairs (schedule of priorities).
- Address critical repairs separately from repairs anticipated over the term of the analysis.
- A FCI index number for each building and Site.

- A 5-year annual cost breakdown with recommendations for project prioritizations.
- A twenty-year capital plan with an executive summary with graphic presentation of results to provide a quick, “user-friendly” summary of the property’s observed condition and estimated costs assigned by category.
- Location information and map that describes assessment site.
- ICOS Building condition rating summary (sample found in Exhibit B).

### **3.2.5 COST ESTIMATING**

Each single building and site report will include an estimated cost for each system or component repair or replacement anticipated during the evaluation term. The capital needs analysis will be presented as an excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item. A consolidated capital needs analysis will be presented that includes all anticipated capital needs for all buildings and Site infrastructure.

In addition to the detailed description of the deficiencies, provide cost estimates for the deficiencies noted. The cost estimate for capital deficiencies will be based on the estimate for direct costs as well as Project management costs, construction fees, and design fees. Project soft costs will be derived using actual costs from previous projects, if available or as an industry standard percentage. The soft cost methodology utilized shall be stated in the report.

Facility Condition Assessment provider will use the Unifomat system and the RS Means model (or equivalent) for cost estimating adjusted for the local market factors. Facility Condition Assessment provider maintains and updates our cost estimating system with information received from the field.

Building Systems Equipment Inventory will be populated into North Kitsap School District existing School Dude database. The responder will provide in the RFP “Attachment A” samples of:

- Single building report that would include an estimated cost for each system or component repair or replacement anticipated during the evaluation term.
- Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item.
- Consolidated Capital Needs Analysis will be provided that includes all anticipated capital needs for all buildings and site infrastructure, the detailed description of the deficiencies, cost estimates for the deficiencies, project management costs, construction fees, and design. Responder will provide information on how these costs are derived, if available.
- An asset survey of major building and site infrastructure systems will be conducted for the purpose of noting remaining useful life of major building equipment and site amenities. The responder shall provide a sample asset survey of major building systems that notes the remaining useful life of major building equipment or Site infrastructure. A

complete equipment inventory for each system will be recorded with information populated to capital forecasting module including:

- Building name or Site name
- Model
- System name (classification)
- Serial number
- Subsystem name (type)
- Date put in service (if available)
- Component name (description)
- Warranty information
- Condition
- Unit of measure
- Remaining useful life
- Quantity
- Replacement cost
- Asset tag number
- Notes
- Manufacturer
- Location information

### **3.2.6 RESPONSE DELIVERABLES**

#### **3.2.6.1 *SAMPLE REPORTS***

The responder will provide with the RFP “Attachment B” documents prepared at the conclusion of the assessment(s) that would contain/include the following information:

- What is included in the general description of the property, improvements and observed conditions.
- How they will determine and report components that are exhibiting deferred maintenance issues and provide estimates for “immediate” and “capital repair” costs based on observed conditions, available maintenance history and industry-standard useful life estimates as well as other documents that will be reviewed and included.
- How a schedule for recommended replacement or repairs (schedule of priorities) is developed.
- How reports are prepared that address critical repairs separately from repairs anticipated over the term of the analysis.



- How the FCI index number for each building and Site is determined and used for reporting and analyses.
- Whether they will provide a twenty-year capital plan with an Executive Summary with graphic presentation of results to provide a quick, “user-friendly” summary of the property’s observed condition and estimated costs assigned by category.

### **3.2.6.2 COMPANY PROFILE AND BACKGROUND**

A consulting firm, whose principal business is architectural, engineering, property management and/or building inspection and assessment is desired. Assessments by qualified personnel and trained industry professionals performing analyses of the condition(s) of a group of facilities that vary in age, design, construction type, methods and materials. Provide the following information in addition to the required information.

- Facility Assessment Team Background - Respondents should identify all consultants they propose for this project, and from whom Respondent has received a letter stating consultant’s intention to team with Respondent. Proposed Sub-consultants may include, but are not limited to the following types of services:
  - Structural Engineer
  - Mechanical/Plumbing/Fire Protection Engineer
  - Electrical Engineer
- List any other consultants not listed above that you anticipate having a role in this Project. Note: School District reserves the right to qualify, accept, or reject any proposed sub-consultant.
- Facility Assessment Experience - The School District seeks information concerning the experience of your firm, and your proposed team, with facility assessments. List relevant projects completed by your firm, including the three (3) most recent assessments, completed by your firm, that best represent a similar scope, program and complexity to the facility assessments planned by the School District. For each project, include, where applicable:
  - Building name or Site name
  - Name and location
  - Total square footage or acreage of assessed facilities
  - Total number of buildings or sites included in assessment
  - Role played by team members
  - Date of assessment completion and assessment duration
  - Client, contact name, organization, telephone and current email address

### **3.2.6.3 PERSONNEL PROFILE AND BACKGROUND**

Personnel that are highly experienced, whose principal business is architectural, engineering, property management and/or building inspection and assessment, by qualified personnel and trained industry professional performing analyses of the condition(s) of a group of facilities that vary in age, design, construction type, methods and materials. Provide the following information in addition to the required information.

- Facility Assessment Team Members Background and Experience - Respondents will identify all company personnel they propose for this project, and their role on the project team. Team member resumes listing the experience of your proposed team members, with facility assessments must be provided. List relevant projects completed by your firm, including the three (3) most recent assessments, completed by your firm, that best represent a similar scope, program and complexity to the facility assessments planned by the School District. For each project, include, where applicable:
  - Building name or Site name
  - Name and location
  - Total square footage or acreage of assessed facilities
  - Total number of buildings or sites included in assessment
  - Role played by team members
  - Date of assessment completion and assessment duration
  - Client, contact name, organization, telephone and current email address
- Respondents will provide an organizational chart with relevant personnel and contact information.
- Proposed Team members cannot be replaced without permission of the School District.

### **3.2.6.4 GENERAL PROJECT APPROACH**

The School District seeks the following information regarding your firm's approach to building condition assessments:

- Describe Respondent's approach for facility assessments and data management. Include the benefit each step has for the School District.
- Demonstrate ability to survey existing facilities, identify recommended corrective option(s) and determine short and long term funding needs.
- Demonstrate your firm's past history of assisting with the use of an electronic database that:

- Tracks facility assessments
- Posts data gathered
- Categorizes deficiencies
- Contains an automated estimating system that can be updated based on fluctuating current market factors
- Posts digital pictures and electronic files
- Delivers comprehensive reports
- Allows client to access tables to create custom reports off of the data structure
- Allows client to add or delete deficiencies via the table (not just form driven) as corrective work is completed
- Integrates location information with GIS or equivalent formats
- Describe any creative or unique aspects Respondent may employ in the Project.
- Describe understanding and knowledge of School Dude database, and OSPI Asset Preservation Program, and Information and Condition of Schools System (ICOS).
- Provide information on how you will evaluate North Kitsap School District Asset Preservation Program required by OSPI.

#### **3.2.6.5 UNIQUE QUALIFICATIONS**

This section is the Respondent's opportunity to provide specific information that differentiates itself from others in this RFP process. This statement should be limited to one page.

## **4 RFP RESPONSES**

### **4.1 PROPOSAL**

Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of each RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposals should be on completeness, clarity of content and adherence to the presentation structure required by this RFP.

### **4.2 COMPANY INFORMATION**

Vendor proposals must be submitted in the format specified in **Form 1**.

### **4.3 PUBLIC RECORD**

Proposal may be released in total as public information in accordance with the requirements of the laws covering same. Any proprietary information must be clearly marked.

### **4.4 VALID DURATION**

Proposal and cost schedule shall be valid and binding for **90** days following proposal due date and will become part of the contract that is negotiated with the School District.

### **4.5 COMPANY CONTACT**

#### **Form 2**

Resume(s); name, title, address, email address, and telephone number. (Contact must be authorized to bind company into contractual agreements and to whom correspondence should be directed)

### **4.6 EXECUTIVE SUMMARY**

Summarize your proposal and include your firm's approach.

### **4.7 QUALIFICATIONS AND EXPERIENCE**

Describe your experience implementing a facilities work management system in a government setting, described in section 3.1. Experience should demonstrate successful implementation, configuration, and training. At least one member of the team must be a Certified BCA Consultant.

Describe your experience performing a facilities conditions assessment, described in more detail in sections 3.2.6.2 and 5, and identify which team member is a Certified BCA Consultant.

### **4.8 REFERENCES / CONTACT**

#### **Form 3**

A list of references (including contact name and telephone number) of at least three (3) completed or current projects within the last three years of this size, and nature. Municipal references are preferred. Qualifications and experience for proposed sub-consultants should also be included. The School District reserves the right to contact references without prior notification.

### **4.9 APPROACH / METHODOLOGY**

Provide a narrative which shows your firm's understanding of the project's requirements and documents a logical technical approach to the project scope of work. Include a general work plan as well as the proposed approach to undertaking the scope of work described earlier in this RFP in sections 3.2.6.4.

## **4.10 PROJECT MANAGEMENT / SCHEDULE**

Describe how your firm intends to manage all aspects of the work to be performed, including a project schedule chart for completion of tasks/subtasks, procedures for scheduling and cost control. The Project management proposal must include:

- Project kick off meeting
- Regularly scheduled project team meetings
- Project milestones
- Scheduled Written progress reports
- Issue/risk management techniques

## **4.11 COST**

Since the School District expects to complete a “not to exceed/fixed price” contract, the budget for the proposal must not exceed the specified amount, and must be broken down as to hours, hourly rates and expenses for each task and subtask. Please see Table 4.12 for pricing itemization. All prices are to be in U.S. dollars. All applicable taxes to be paid by the School District must be separately shown.

Vendors must itemize the unit and extended price for each product and service proposed as part of the proposed solution. Vendors should describe and quote optional components as separate items.

In addition to the breakdown of costs described above, the North Kitsap School District would like to have a quoted hourly rate table by qualification or position for professional services that may be required to complete the project, but were not anticipated and included in this RFP. The quoted rate table is expected to be applied for the duration of the project (as described herein). They should include, but are not limited to: training, project management, engineer, and technical support analyst, etc.

Included within your cost proposal, please attach a proposed payment schedule. With each date and amount, explain why those particulars were chosen. Indicate all costs associated with each product and/or service included in the proposal. Also include aggregate pricing if price advantages are available.

## Condition Assessment Costs

Table 4.12	Cost
<b>Condition Assessment for Buildings (Separated into categories by ASTM Uniformat level 2, except Equipment and Furnishings)</b>	
<b>A10 Foundations</b>	
<b>A20 Basement Construction</b>	
<b>B10 Superstructure</b>	
<b>B20 Exterior Enclosure</b>	
<b>B30 Roofing</b>	
<b>C10 Interior Construction</b>	
<b>C20 Stairs</b>	
<b>C30 Interior Finishes</b>	
<b>D10 Conveying</b>	
<b>D20 Plumbing</b>	
<b>D30 HVAC</b>	
<b>D40 Fire Protection</b>	
<b>D50 Electrical</b>	
<b>F10 Special Construction</b>	
<b>F20 Selective Building</b>	
<b>Demolition</b>	
<b>Condition Assessment for Sites Infrastructure (Separated by ASTM Uniformat level 2)</b>	
<b>G20-Site improvement</b>	
<b>G30- Liquid and Gas Site Utilities</b>	
<b>G40 - Electrical Site Improvements</b>	
<b>G50 - Site Communications</b>	

	Cost
<b>Project management services</b>	
<b>Implementation planning &amp; assistance</b>	
<b>Travel and expenses</b>	
<b>Data entry services into School Dude Maintenance and Capital planning database</b>	
<b>Data entry services into OSPI's ICOS and APP database</b>	
<b>60 day completion schedule cost</b>	
<b>90 day completion schedule cost</b>	
<b>Additions or Deductions for proposed changes by offerer,</b>	
Please itemize	
<b>TOTAL COST</b>	

## RFP Submission

Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. A corporation must indicate place and date of incorporation.

The School District requires two printed response copies, unbound (single sided), and one digital copy in PDF, and one digital copy in DOCX format. Company sales literature may be attached to the response.

Your proposal must be submitted on or before 4:00 P.M. on, January 26, 2018 to:

Address submittals to:

North Kitsap School District

Maintenance Department

18360 Caldart Avenue NE

Poulsbo, Washington 98370

RE: NKSD Facility Condition Assessment Proposal

Proposers solely are responsible for the timeliness of their submittals. As such, proposers are cautioned to budget adequate time to ensure that their proposals are delivered at the location designated at or before the deadline set forth above. Proposers are cautioned that matters including, but not limited to, traffic congestion, security measures and/or events in or around the School District, may lengthen the amount of time necessary to deliver the proposal, whether the proposal is submitted in person or by mail.

By submitting a proposal, proposers certify that such proposal constitutes their full and complete written response to the RFP and evidences their acknowledgement that additional written material outside of such proposal shall not be considered by the School District in connection with this RFP, unless the School District provides a written request that they submit additional written materials. Absent such written request, proposers are instructed to not submit to the School District written or other materials outside of the proposal, either in a subsequent interview or otherwise.

Proposal may be released in total as public information in accordance with the requirements of the laws covering same. Any proprietary information must be clearly marked.

Proposal and cost schedule shall be valid and binding for 90 days following proposal due date and will become part of the contract that is negotiated with the School District.



## **5 RFP EVALUATION, SELECTION, AWARD PROCESS**

### **5.1 CONDITION ASSESSMENT SCORING**

All portions of the proposal for the condition assessment shall be reviewed and rated (100 points total) by an evaluation committee according to the following criteria:

- I. Company Qualification and Experience - Describe your experience doing Condition Assessment in a government setting (as described in sections 4.8). **5 Points**
- II. Team member qualification and experience - Complete all the information requested in Form 3 - A list of references (including contact name and telephone number) of at least three (3) completed recent projects (as described in section 4.9) and reference check regarding previous projects costs, schedule, negotiations and customer service. **5 Points**
- III. References/Contact - Complete all the information requested in Form 3 - A list of references (including contact name and telephone number) of at least three (3) completed recent projects (as described in section 4.9) and reference check regarding previous projects costs, schedule, negotiations and customer service. **10 Points**
- IV. Approach/Methodology - Provide a narrative which shows your firm's understanding of the project's requirements (as described in section 4.10) as well as when and how the data from the condition assessment will be downloaded into the work management system. **20 Points**
- V. Project Management/Schedule - Describe the timeline and milestones for the collection, review and download of the condition assessment data. **5 Points**
- VI. Technical Requirements - Provide information that describes the technical aspects of the condition assessment. **25 Points**
- VII. Appendix - Complete list and samples that show information requested in attachments A & B. **25 Points**
- VIII. Responsiveness of offer - Consultant's offer includes a complete FCA, data entry into School Dude PM and capital forecasting, and data entry OSPI ICOS database. **5 Points**

## **6 CONTRACT AWARD AND EXECUTION**

Selected proposers may be contacted to arrange in-person interviews with the evaluation committee. The evaluation committee will make the final recommendation for selecting the consultant.

The School District reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the School District.

The general conditions and specifications of the RFP as proposed by the School District and the successful vendor's response, and amended by agreements between the School District and the vendor, will become part of the contract documents.

The vendor selected as the apparently successful vendor will be expected to enter into a contract with the School District as described in Exhibit C.

No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

**The proposer must include a statement in the proposal acknowledging that the company has reviewed the attached draft contract document and whether the contract document meets the legal requirements for them to execute/sign the document if their company is the selected proposer. If there are additional documents that the proposer would require the School District to execute in conjunctions with the attached draft contract, those documents should be placed in the Appendix and identified as "Attachment C". Failure to disclose additional executed contracts necessary to initiate, implement and complete the required work to provide a work management system and condition assessment could be cause to eliminate the selected proposer from further consideration.**

## 7 SUPPLEMENTAL FORMS

### Form 1

Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Response to RFP: (Condition assessment)

#### Response

In response to the School District Request for Proposal, we offer the following table of contents:

- I. Cover Letter**  
Signed by vendor representative authorized to bind the proposing firm contractually.
- II. Table of Contents**
- III. Executive Summary**  
A one-page high-level overview of the solution being proposed.
- IV. Vendor Contact Information Requirements**  
Complete all the information requested on **Form 2**.
- V. Company and Personnel Qualification and Experience**  
Describe your experience performing a Facility Condition Assessment in a government setting.
- VI. A list of references** (including contact name and telephone number) of at least three (3) completed recent projects on **Form 3**.
- VII. Approach/Methodology**  
Provide a narrative which shows your firm's understanding of the project's requirements (as described in section 3.1, 3.2)
- VIII. Project Management / Schedule**  
Describe how your firm intends to manage all aspects of the work to be performed (as described in section 4.10)
- IX. Cost**  
Please include your itemized cost proposal (as described in section 4.11, and section 4.12)
- X. Technical/Functional Requirements**  
  
Complete list of samples of requested attachments.  
Attachment A: Cost estimating as referenced in section 3.2.5 samples reports.  
Attachment B: Response deliverables as referenced in section 3.2.6.1 sample reports.

#### Exceptions:

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the School District's Request for Proposal.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

### Form 2

### Company Contact Information Requirements

RFP vendor Contact:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_

Name of Parent Co, (if exist):

Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Website address: \_\_\_\_\_

Year Founded: \_\_\_\_\_

Number of full-time personnel:

Total company \_\_\_\_\_  
Management \_\_\_\_\_  
Support \_\_\_\_\_  
Research and Development \_\_\_\_\_

Number of total customers: \_\_\_\_\_

Number of WA state customers: \_\_\_\_\_

Number of customers "live" utilizing: \_\_\_\_\_

Names, roles, responsibilities and resume of individuals working on this project

### Form 3

#### Client references

Please duplicate form as needed and provide minimum of three recent client references.

Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Website: \_\_\_\_\_  
Type of service provided: \_\_\_\_\_

Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Website: \_\_\_\_\_  
Type of service provided: \_\_\_\_\_

Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Website: \_\_\_\_\_  
Type of service provided: \_\_\_\_\_

# EXHIBIT "A"

## A. EXHIBIT

Location	Gross Sq Ft	Built	Modernization
Breidablik Elementary	48,145	1990	NA
Richard Gordon Elementary	47,751	1994	NA
Hilder Pearson Elementary	35,895	1951 edition in 1961 upper building 1968	1989 2001-2002
Poulsbo Elementary	50,681	1974	2004
Suquamish	43,220	1961	2005
Vinland Elementary	55,715	1994	NA
Wofle Elementary	49,670	1990	NA
Kingston Middle School	111,114	built in 1988 additions in 1993 (commons, 2 story and aux gym)	NA
Poulsbo Middle School	79,854	1975	building 1 2005 building 3 2002
Kingston High School	132,017	2007	NA
North Kitsap High School	169,003	buildt in 1956 additions in 1962, 1969, 1981,1988,1994	H, gym & 100 builing 2002 main building 2007
Spectrum	8,274	1955	remodel 1994
Student Support Center	24,320	1956, 1973	remodel 1999 building 300
Facilities/Maintenance Department	16,890	1959	remodel 1998
Transportation Department	27,500	1958	1997
	900,049		

<b>Location</b>	<b>Acres</b>	<b>Address</b>
Breidablik Elementary	12.5	25142 Waghorn Rd NW, Poulsbo, WA 98370
Richard Gordon Elementary	12	26331 Barber Cutoff Road, Kingston, WA 98346
Hilder Pearson Elementary	6.5	15650 Central Valley Road, Poulsbo, WA 98370
Poulsbo Elementary	43.57	18531 Noll Road NE, Poulsbo, WA 98370
Poulsbo Middle School	Included in Poulsbo Elem	2003 NE Hostmark Street, Poulsbo, WA 98370
Strawberry Field	Included in Poulsbo Elem	
Suquamish	8.4	18950 Park Avenue NE, Suquamish, WA 98392
Vinland Elementary	12	22104 Rhododendron Lane NW, Poulsbo, WA 98370
North Kitsap High School	36.6	1780 NE Hostmark Street, Poulsbo, WA 98370
David Wolfle Elementary	19.4	27089 Highland Road NE, Kingston, WA 98346
Kingston Middle School	12.5	9000 NE West Kingston Road, Kingston, WA 98346
Kingston High School	26.42	26201 Siyaya Avenue NE, Kingston, WA 98346
Transportation Department	Included in KHS	
Parent Assisted Learning	Included in KHS	25800 Siyaya Road NE, Kingston, WA 98346
Student Support Center	3.57	18360 NE Caldart Avenue, Poulsbo, WA 98370
Facilities/Maintenance Department	3.1	1365 Finn Hill Rd. NW, Poulsbo, WA 98370

## EXHIBIT "B"

### STATE OF WASHINGTON – SUPERINTENDENT OF PUBLIC INSTRUCTION 2016-2017 BUILDING CONDITION RATING SUMMARY NORTH KITSAP SCHOOL DISTRICT (18400)

#### VINLAND ELEMENTARY SCHOOL - MAIN

**Profile Name:** Elementary School - Single Story

**Inventory Status:** Recognized

**Condition Rating:** 84.01 %

**Currently BCA Certified:** No

**Last BCA Certify:** 4/16/2014

**Last District Review:** 1/1/2016

Sub-Assembly	Component	Condition Rating Component Priority									
		E	G	F	P	U	N/A	Score	L	M	H
Foundations											
A1010	Standard Foundation	.	.	.	.	.	.	90 %	.	.	.
Slabs on Grade											
A4010	Standard Slabs on Grade	.	.	.	.	.	.	62 %	.	.	.
Water and Gas Mitigation											
A6010	Building Sub-drainage	.	.	.	.	.	.	90 %	.	.	.
Superstructure											
B1020	Roof Construction	.	.	.	.	.	.	90 %	.	.	.
Exterior Vertical Enclosures											
B2010	Exterior Walls	.	.	.	.	.	.	90 %	.	.	.
B2020	Exterior Windows	.	.	.	.	.	.	90 %	.	.	.
B2050	Exterior Doors and Grilles	.	.	.	.	.	.	90 %	.	.	.
B2070	Exterior Louvers and Vents	.	.	.	.	.	.	90 %	.	.	.
Exterior Horizontal Enclosures											
B3010	Roofing	.	.	.	.	.	.	100 %	.	.	.
B3020	Roof Appurtenances	.	.	.	.	.	.	90 %	.	.	.
B3060	Horizontal Openings	.	.	.	.	.	.	90 %	.	.	.
B3080	Overhead Exterior Enclosures	.	.	.	.	.	.	90 %	.	.	.
Interior Construction											
C1010	Interior Partitions	.	.	.	.	.	.	90 %	.	.	.
C1020	Interior Windows	.	.	.	.	.	.	90 %	.	.	.
C1030	Interior Doors	.	.	.	.	.	.	90 %	.	.	.



C1040 Interior Grilles and Gates	•	•	•	•	•	•	90 %	•	•	•
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C1070 Suspended Ceiling Construction	•	•	•	•	•	•	90 %	•	•	•
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**Interior Finishes**

C2010 Wall Finishes	•	•	•	•	•	•	62 %	•	•	•
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C2020 Interior Fabrications	•	•	•	•	•	•	90 %	•	•	•
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C2030 Flooring	•	•	•	•	•	•	90 %	•	•	•
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C2050 Ceiling Finishes	•	•	•	•	•	•	62 %	•	•	•
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**Plumbing**

D2010 Domestic Water Distribution	•	•	•	•	•	•	90 %	•	•	•
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D2020 Sanitary Drainage	•	•	•	•	•	•	90 %	•	•	•
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D2030 Building Support Plumbing Systems	•	•	•	•	•	•	62 %	•	•	•
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**HVAC**

D3020 Heating Systems	•	•	•	•	•	•	62 %	•	•	•
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D3030 Cooling Systems	•	•	•	•	•	•	62 %	•	•	•
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D3050 Facility HVAC Distribution Systems	•	•	•	•	•	•	90 %	•	•	•
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D3060 Ventilation	•	•	•	•	•	•	90 %	•	•	•
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**Fire Protection**

D4010 Fire Suppression	•	•	•	•	•	•	90 %	•	•	•
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D4030 Fire Protection Specialties	•	•	•	•	•	•	100 %	•	•	•
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**Electrical**

D5020 Electrical Services and Distribution	•	•	•	•	•	•	90 %	•	•	•
--	---	---	---	---	---	---	------	---	---	---

D5030 General Purpose Electrical Power	•	•	•	•	•	•	90 %	•	•	•
--	---	---	---	---	---	---	------	---	---	---

D5040 Lighting	•	•	•	•	•	•	90 %	•	•	•
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**Communications**

D6010 Data Communications	•	•	•	•	•	•	90 %	•	•	•
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D6020 Voice Communications	•	•	•	•	•	•	90 %	•	•	•
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D6030 Audio-Visual Communications	•	•	•	•	•	•	90 %	•	•	•
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D6060 Distributed Communications and Monitoring	•	•	•	•	•	•	90 %	•	•	•
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**Electronic Safety and Security**

D7010 Access Control and Intrusion Detection	•	•	•	•	•	•	90 %	•	•	•
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D7050 Detection and Alarm	•	•	•	•	•	•	90 %	•	•	•
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**Integrated Automation**

D8010 Integrated Automation Facility Controls	•	•	•	•	•	•	90 %	•	•	•
<b>Equipment</b>										
E1030 Commercial Equipment	•	•	•	•	•	•	90 %	•	•	•
E1040 Institutional Equipment	•	•	•	•	•	•	90 %	•	•	•
E1070 Entertainment and Recreational Equipment	•	•	•	•	•	•	90 %	•	•	•
E1090 Other Equipment	•	•	•	•	•	•	90 %	•	•	•
<b>Furnishings</b>										
E2010 Fixed Furnishings	•	•	•	•	•	•	90 %	•	•	•
E2050 Movable Furnishings	•	•	•	•	•	•	90 %	•	•	•
<b>Unused Components</b>										
C1060 Raised Floor Construction	•	•	•	•	•	•	0 %	•	•	•
D3010 Facility Fuel Systems	•	•	•	•	•	•	0 %	•	•	•
D5010 Facility Power Generation	•	•	•	•	•	•	0 %	•	•	•
D7030 Electronic Surveillance	•	•	•	•	•	•	0 %	•	•	•
<b>Site Improvement</b>										
G2010 Roadways	•	•	•	•	•	•	90 %	•	•	•
G2020 Parking Lots	•	•	•	•	•	•	62 %	•	•	•
G2030 Pedestrian Plazas and Walkways	•	•	•	•	•	•	90 %	•	•	•
G2050 Athletic, Recreational and Playfields Areas	•	•	•	•	•	•	90 %	•	•	•
G2060 Site Development	•	•	•	•	•	•	90 %	•	•	•
G2080 Landscaping	•	•	•	•	•	•	90 %	•	•	•
<b>Liquid and Gas Site Utilities</b>										
G3010 Water Utilities	•	•	•	•	•	•	90 %	•	•	•
G3020 Sanitary Sewerage Utilities	•	•	•	•	•	•	30 %	•	•	•
G3030 Storm Drainage Utilities	•	•	•	•	•	•	90 %	•	•	•
G3060 Site Fuel Distribution	•	•	•	•	•	•	90 %	•	•	•
<b>Electrical Site Improvements</b>										
G4010 Site Electric Distribution Systems	•	•	•	•	•	•	90 %	•	•	•
G4050 Site Lighting	•	•	•	•	•	•	90 %	•	•	•
<b>Site Communications</b>										
G5010 Site Communications Systems	•	•	•	•	•	•	90 %	•	•	•

**EXHIBIT "C"**



**PROFESSIONAL SERVICES AGREEMENT**

**FOR**

\_\_\_\_\_ **SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, (the "Effective Date"), between the NORTH KITSAP SCHOOL DISTRICT, a School District and State of Washington municipal corporation, and \_\_\_\_\_, ("Contractor"), to provide professional \_\_\_\_\_ on \_\_\_\_\_, at \_\_\_\_\_ in Kitsap County, Washington. North Kitsap School District and Contractor are at times collectively referred to as the "Parties" and the Parties are located and do business at the addresses immediately below which shall be valid for any notice required under this Agreement:

<b>NORTH KITSAP SCHOOL DISTRICT:</b>	<b>INSERT CONTRACTOR'S CO. NAME:</b>
<b>William Wilson</b> 18360 Caldart Avenue NE Poulsbo, WA 98370 (360) 396-3055 (telephone) (360) 396-3930 (facsimile) WWilson@nkschools.org	Insert Contact Name Insert Contractor's Address Address - Continued Insert Telephone Number (telephone) Insert Fax Number (facsimile) Insert email address

The Parties agree as follows:

1. **TERM.** The term of this Agreement shall commence upon the Effective Date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than **Insert specific date** ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of North Kitsap School District and the Contractor.
  
2. **SERVICES.** The Contractor shall perform the services more specifically described in section 3 (scope of work), which is attached and fully incorporated into this agreement by reference ("Services"), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to North Kitsap School District satisfaction, within the time period prescribed by North Kitsap School District and pursuant to the direction of the Superintendent or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of North Kitsap School District, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding North Kitsap School District knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.
  
3. **TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) calendar days' written notice at its address set forth above. North Kitsap School District may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12 (Equal Opportunity Employer); and such may result in ineligibility for further School District agreements. In the event of termination, the Contractor shall be paid for services performed up to the termination date and accepted as conforming work by North Kitsap School District, less any costs or expenses incurred by North Kitsap School District as a result of the Contractor's breach of the Agreement. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor shall become North Kitsap School District property, and the Contractor shall be entitled to receive just and equitable compensation for any work completed on such documents and other materials, unless such documents or materials failed to conform to the Agreement.

4. **COMPENSATION.**

4.1 **Amount.** In return for the Services, North Kitsap School District agrees to pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit "D", which is attached and fully incorporated into this agreement by reference. The Contractor agrees that any hourly or flat rate charged by it for its Services contracted for shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit "D", the Contractor shall be solely responsible for the payment of any taxes imposed by any jurisdiction or authority as a result of the performance and payment of this Agreement.

4.2 **Method of Payment.** On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by North Kitsap School District , including a description of what Services have been performed, the name of the personnel performing such Services, and any hourly labor charge rate for such personnel. The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by North Kitsap School District only after the Services have been performed and within thirty (30) calendar days after receipt and approval by the appropriate School District representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. North Kitsap School District may withhold payment for such work until the work meets the Agreement requirements.

4.3 **Non-Appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, North Kitsap School District shall not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to North Kitsap School District in the event this provision applies.

5. **INDEMNIFICATION.**

5.1 **Contractor Indemnification.** The Contractor agrees to release, indemnify, defend, and hold harmless North Kitsap School District , its agents, attorneys, elected officials, employees, insurers, officers, representatives, and volunteers from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties expenses, attorney's or attorneys' fees, costs, and/or litigation expenses to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or

representatives, arising from, resulting from, or in connection with this Agreement or the acts, errors or omissions of the Contractor in performance of this Agreement, except for that portion of the claims caused by North Kitsap School District 's sole negligence.

5.2 Construction Indemnity to Real Estate. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115 (Validity of agreement to indemnify against liability for negligence relative to construction, alteration, improvement, etc., of structure or improvement attached to real estate...), 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 North Kitsap School District , the Contractor's liability shall be only to the extent of the Contractor's negligence. Contractor shall ensure that each sub-contractor shall agree to defend and indemnify North Kitsap School District, its agents, attorneys, elected officials, employees, insurers, officers, representatives, and volunteers to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph. North Kitsap School District inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

5.3 Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, RCW Title 51, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. THE PARTIES ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

5.4 North Kitsap School District as an Additional Insured. The Contractor agrees to name North Kitsap School District as an Additional Insured on a noncontributory primary basis. In the event North Kitsap School District shall, without fault on its part, be made a party to any litigation commenced by or against Contractor, then Contractor shall proceed and hold North Kitsap School District harmless and he shall pay all costs, expenses and reasonable attorney's fees incurred or paid by North Kitsap School District in connection with such litigation. Furthermore, Contractor agrees to pay all costs, expenses and reasonable attorneys' fees that North Kitsap School District may incur or pay in the enforcement of any of the covenants, provisions and agreements.

5.5 North Kitsap School District Indemnification. North Kitsap School District agrees to release, indemnify, defend and hold the Contractor, its officers, directors, shareholders, partners, employees, agents, representatives, and sub-contractors

harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, losses, fines, fees, penalties expenses, attorney's fees, costs, and/or litigation expenses to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of North Kitsap School District .

5.5 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

## 6. **INSURANCE.**

6.1 Consultant's Insurance. Consultant shall secure and maintain the following insurance policies, and shall not cancel or suspend the insurance policies identified below, except after twenty (20) calendar day's prior written notice by certified-mail to the North Kitsap School District:

- 6.1.1. Commercial General Liability Insurance: Commercial general liability insurance in the minimum amounts of \$1,000,000 for each occurrence/\$2,000,000 aggregate throughout the duration of this Agreement.
- 6.1.2. Workers' Compensation: Workers' compensation coverage, as required by the Industrial Insurance laws of the State of Washington.
- 6.1.3. North Kitsap School District as an Additional-Insured: It is agreed that on Consultant's commercial general liability policy, the North Kitsap School District will be named as an Additional-Insured on a primary and non-contributory basis. Any coverage maintained by the North Kitsap School District is solely for the coverage and benefit of North Kitsap School District, and its elected officials, officers, agents, employees, representatives and volunteers.
- 6.1.4. Verification of Coverage: Subject to North Kitsap School District's review and acceptance, a certificate of insurance showing the proper endorsements, shall be delivered to North Kitsap School District before executing the work of this Agreement.

6.2 Review of Policy: Upon request, the Consultant shall give North Kitsap School District a full copy of the insurance policy for its records and for the North Kitsap School District School District Attorney's or Risk Manager's review. The policy limits may be reviewed and the value reassessed annually.

6.3 Termination: Notwithstanding any other provision of this Agreement, the failure of the Consultant to comply with the above provisions of this section shall subject this Agreement to immediate termination without notice to any person in order to protect the public interest.

7. **CONFIDENTIALITY**. All information regarding North Kitsap School District obtained by Contractor in performance of this Agreement shall be considered confidential subject to applicable laws. Breach of confidentiality by the Contractor may be grounds for immediate termination. All records submitted by North Kitsap School District to the Contractor will be safeguarded by the Contractor. The Contractor will fully cooperate with North Kitsap School District in identifying, assembling, and providing records in case of any public records disclosure request.

8. **INFORMATION SECURITY**. All information regarding North Kitsap School District obtained by Contractor in performance of this Agreement shall be considered confidential subject to applicable laws.

9. **WORK PRODUCT**. All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall belong to the North Kitsap School District upon delivery. The Contractor shall make such data, documents, and files available to North Kitsap School District and shall deliver all needed or contracted for work product upon North Kitsap School District's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to North Kitsap School District.

10. **BOOKS AND RECORDS**. The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by North Kitsap School District to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to audit, copy, inspect, or review by North Kitsap School District, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement. The Contractor also agrees to require each of its subcontractors, agents, representatives to also maintain their records and make them available for audit, copying, inspection, or review as required in this section.



11. **INDEPENDENT CONTRACTOR.** The Parties intend to create an Independent Consultant-Employer Relationship and that the Contractor has the ability to control and direct the performance and details of its work, North Kitsap School District being interested only in the results obtained under this Agreement. North Kitsap School District shall be neither liable nor obligated to pay Contractor or its employees, agents, subcontractors, contract workers, etc., sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, contract workers and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of North Kitsap School District, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify North Kitsap School District and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses North Kitsap School District may sustain through the Contractor's failure to do so.

12. **CONFLICT OF INTEREST.** It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of North Kitsap School District. Contractor confirms that Contractor does not have a business interest or a close family relationship with any School District officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

13. **NON-DISCRIMINATION AND COMPLIANCE WITH ALL APPLICABLE LAWS.** Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination. Except to the extent permitted by a bona-fide occupational qualification, the Consultant agrees as follows:

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, sexual orientation, physical, sensory or mental handicaps or marital status. The Consultant will take affirmative action

to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, sex, age, sexual orientation, physical, sensory or mental handicaps, or marital status. Such action shall include, but not be limited to the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

The Consultant will, in all solicitations for employee's job orders placed with any employment agency or other firm or agency, state that all qualified applicants will receive consideration for employment without regard for race, creed, color national origin, sex, age, sexual orientation, physical, sensory or mental handicaps, or marital status. The words "equal opportunity employer" in advertisements shall constitute compliance with this paragraph.

The Consultant will include the provisions of the foregoing paragraphs in every subcontract or purchase order for the goods or services which are subject matter of this contract.

In the event of non-compliance by the Consultant with any of the non-discrimination provisions of the contract, the Owner shall have the right, at its option, to cancel the contract in whole or in part, without penalty. If the Agreement is canceled based on non-compliance with this section of the Agreement after partial performance, North Kitsap School District shall be obligated to pay the fair market value or the contract price, whichever is lower, for good or services which have been received and accepted.

The Consultant is solely responsible for knowledge of and compliance with all federal, state and local laws and regulations that may affect the satisfactory completion of the project, which includes but is not limited to fair labor laws and worker's compensation.

North Kitsap School District requires all businesses and individuals doing business in North Kitsap School District to have and maintain a valid Washington State business license.

14. **GENERAL PROVISIONS.**

13.1 **Arbitration.** Arbitration of all questions of dispute under this Agreement may be at the choice of either party and shall be in accordance with the laws of the State of Washington. The results of arbitration shall be binding on the Parties. Choice of Arbitrator shall be as follows: each party to choose one with the third choice by mutual agreement or, if unable to agree, chosen by a Superior Court Judge. Rules of arbitration: American Arbitration Association. All arbitrators shall be well-versed/trained and experience in design and construction issues.

13.2 **Assignment.** The Parties may not assign any portion of this Agreement without the non-assigning party's written consent, and any assignment in violation of this provision shall be void. If the non-assigning party gives its written consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

13.3 **Assigns and Successors.** North Kitsap School District and the Consultant each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of the Agreement.

13.4 **Attorney's or Attorneys' Fees.** If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, however nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

13.5 **Choice of Law and Venue.** This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the Kitsap County Superior Court, Kitsap County, Washington, unless the parties agree in writing to an alternative process. If the Kitsap County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in Kitsap County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in Kitsap County, Washington and waives any objection that such courts are an inconvenient forum.

13.6 Compliance with Laws. Consultant agrees to comply with all federal, state, and municipal laws, rules, regulations, or guidelines that exist or come into existence that are applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

13.7 Conflicts. In the event of any inconsistencies between Consultant proposals and this Agreement, the North Kitsap School District Agreement shall prevail.

13.8 Counterparts. The Parties may execute this Agreement in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

13.9 Ethics Violation. If a violation as a result of the formation or performance of this Agreement, this Agreement may be rendered null and void, at North Kitsap School District's option.

13.10 Event of Force Majeure. A party shall not be in breach of this Agreement as a result of such party's failure to perform its obligations under this Agreement, other than the obligation to pay a monetary obligation when due and owing, when such failure is due to an Event of Force Majeure, to the extent that such party, despite the exercise of reasonable due diligence, is unable to remove such Event of Force Majeure. Any party subject to an Event of Force Majeure that may impair its performance under this Agreement shall notify the other party as soon as practicable. Any party subject to an Event of Force Majeure shall be excused from performance under this Agreement only for the duration of and to the extent of the Event of Force Majeure. Any party subject to an Event of Force Majeure shall exercise reasonable due diligence to remove the Event of Force Majeure.

As used in this Agreement, "Event of Force Majeure" means any event or circumstance (or combination of the same) and the continuing effects of any such event or circumstance (whether or not such event or circumstance was foreseeable or foreseen by the Parties) that delays or prevents performance by a party of any of its obligations under this Agreement, but only to the extent that and for so long as:

- a. the event or circumstance is beyond the reasonable control of the affected party;
- b. despite the exercise of reasonable diligence, the event or circumstance cannot be prevented, avoided or stopped by the affected party; and

- c. the affected Party has taken all commercially reasonable measures to avoid the effect of the event or circumstance on the affected Party's ability to perform its obligations hereunder and to mitigate the consequences of the event.

An Event of Force Majeure shall include the following, to the extent also satisfying the criteria specified above:

- a. flood, earthquake, drought, climate change, storm, fire, lightning and other natural catastrophes;
- b. acts of public enemies, armed conflicts, acts of foreign enemies, acts of terrorism (whether domestic or foreign, state-sponsored or otherwise), war (whether declared or undeclared), blockade, insurrection, riot, civil disturbance, revolution or sabotage;
- c. any form of compulsory government acquisition or condemnation or change in applicable law that affect the performance of the Parties' obligations under this Agreement;
- d. accidents or other casualty, damage, loss or delay during transportation, explosions, fire, epidemics, quarantines or criminal acts that affect the performance of the Parties' obligations under this Agreement;
- e. labor disturbances, stoppages, strikes, lock-outs or other industrial actions affecting the Parties or any of their Consultants, sub consultants (of any tier), agents or employees; and
- f. inability, after the use of commercially reasonable efforts, to obtain any consent or approval from any governmental authority that affects the performance of the Parties' obligations under this Agreement.

Notwithstanding the foregoing, the insufficiency of funds, the financial inability to perform or changes in such party's cost of performing its obligations under this Agreement shall not constitute an Event of Force Majeure, and neither Party may raise a claim for relief, in whole or in part, in connection with such event or circumstance.

**13.11 Execution.** Each individual executing this Agreement on behalf of North Kitsap School District and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a

single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages.

13.12 Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

13.13 Mediation. Mediation may precede arbitration by mutual consent of the Parties.

13.14 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by each party's duly authorized representative.

13.15 Notices. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to North Kitsap School District at law, in equity or by statute.

13.16 No Waiver. Neither the final certificate of payment nor any provision in the Agreement nor partial or entire use of any installation provided for by this Agreement shall relieve the Consultant of liability in respect to any warranties or responsibility for faulty materials or workmanship. The Consultant shall be under the duty to remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within the period of one (1) year from the date of final acceptance of the work, unless a longer period is specified. North Kitsap School District will give notice of observed

defects within a reasonably prompt time after discovery, and Consultant shall be obligated to take immediate steps to correct and remedy any such defect, fault or breach at the sole cost and expense of Consultant.

North Kitsap School District failure to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in any instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

13.17 Public Document/Public Disclosure. This Agreement may be considered a public document and will be available for reasonable inspection and copying by the public during regular business hours, pursuant to RCW 42.56 (Public records act).

13.18 Remedies. Any remedies provided for in this Agreement are non-exclusive, and shall be cumulative with all other remedies available to North Kitsap School District at law, in equity, or by statutes, unless specifically waived in this Agreement or in a subsequent signed document signed by North Kitsap School District 's authorized representative.

13.19 Singular, Plural and Gender. Whenever required by the context of Agreement, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other.

13.20 Sole and Entire Agreement. This Agreement is the entire agreement between the Parties and any representations or understandings, whether oral or written, not incorporated by reference into this Agreement are excluded.

13.21 Time is of the Essence. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement.

13.22 Third-Party Beneficiaries. Nothing in this Agreement is intended to, nor shall be construed to give any rights or benefits in the Agreement to anyone other than North Kitsap School District and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of North Kitsap School District and Consultant and no one else.

13.23 Written Notice. All communications regarding this Agreement shall be sent to the Parties at the addresses listed on page one of the Agreement, unless notified to the contrary. Any written notice shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be specified by the recipient Party in writing.

IN WITNESS, the Parties execute this Agreement as of the Effective Date written above.

APPROVED AS TO FORM:

_____	_____
Jason Rhoads, Executive Director of Business Finance, and Operations	Date

INSERT CONTRACTOR'S CO. NAME

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATE: \_\_\_\_\_



STATE OF WASHINGTON     )

) ss.

COUNTY OF \_\_\_\_\_ )

On this day personally appeared before me, \_\_\_\_\_, to  
me known to be the individual described in and who executed the foregoing instrument, and on  
oath swore that he/she/they executed the foregoing instrument as his/her/their free and  
voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

\_\_\_\_\_

(typed/printed name of notary)

Notary Public in and for the State of Washington.

My commission expires\_\_\_\_\_

## EXHIBIT "D"

### COMPENSATION

1. Total Compensation: In return for the Services, North Kitsap School District shall pay the Contractor an amount not to exceed \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_.00) **[insert maximum total compensation]**

**[optional: if sales tax is included list it seperately then a complete total].**

and Washington State sales tax equal to \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_.00) for a total amount not to exceed \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_.00)).

2. Method of Compensation:

[You can select one of the examples below and fill it in (and delete the rest) or write your own description about how the compensation will be provided (the method of compensation) Provide a complete description of how the compensation is paid, i.e. **billing rates** (for each of the Contractor's employees expected to perform services), whether they are **hourly rates** or **flat fees**, **percentage fees**, and whether or what **taxes** are included (If taxes are separate make sure that the total compensation is sufficient to cover them). If a contract is for a **fixed price**, there is no need for a method of compensation. Also, if they are not included in the billing rate, include if and how reimbursable **expenses or incidentals** will be calculated and what limits there will be on them. (If **expenses** are separate make sure that the total compensation is sufficient to cover them). Also include any **unit costs** or other method of compensation for goods and whether taxes are included]

**(Alternative Provisions Examples: Select and complete one paragraph and delete others)**

#### **Hourly rate:**

In consideration of the Contractor performing the Services, North Kitsap School District agrees to pay the Contractor an amount calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel as shown below:

**[Fill in hourly rates for who is doing the work]**

**Unit price plus sale tax**

In consideration of the Contractor performing the Services, North Kitsap School District agrees to pay the Contractor an amount, calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel as shown below, and Washington State sales tax equal to \_\_\_\_\_ and \_\_\_\_/100 Dollars (\$\_\_\_\_\_.00))

**Reimbursable Expenses.**

The actual customary and incidental expenses incurred by Contractor in performing the Services including \_\_\_\_\_ and other reasonable costs; provided, however, that such costs shall be deemed reasonable in North Kitsap School District 's sole discretion and shall not exceed \_\_\_\_\_ and \_\_\_\_/100 Dollars (\$\_\_\_\_\_).