

AGREEMENT FOR REPAIR SERVICES

Pacific County, a political subdivision of the State of Washington, (the “COUNTY”) and SEA Construction, LLC (“CONTRACTOR”), in exchange for valuable consideration, hereby agree to the following terms and conditions on December 13, 2022:

TERMS AND CONDITIONS

1. DESCRIPTION OF SERVICES.

- A. The CONTRACTOR shall complete the procedures set forth per Attachment A: Detailed List of Deliverables/Narrative for the repair of nine (9) leaking cell pod showers and plumbing within the Pacific County Jail:
- i. Prep Stall- shall include a particle containment of each individual shower stall as work is being performed. Once containment in place, stall shall be media blasted (sand blasted), all media removed and clean bare surfaces then set up a 12-hour heating cycle to dry the porous concrete surfaces for Epoxy sealing.
 - ii. Grind Seams/Surface Cracks and Grout- shall include cleaning out/grinding all Concrete Masonry Unit wall to floor pan seams. This shall also include various cracks in the floor pan. Once ground and prepped, these seams/cracks shall be filled and sealed with a non-shrink grout.
 - iii. Epoxy Seal Stalls- shall include the application of epoxy primer, once primer set time is achieved the stall shall receive coat one of epoxy coating. This coating shall extend six feet up the Concrete Masonry Unit wall enclosures, entire shower pan and two feet outside (non-slip) shower pan. Epoxy coat two shall provide coverage six inches up Concrete Masonry Unit enclosures, entire shower pan and extend two feet outside shower pan.
 - iv. Repair Miscellaneous Plumbing- repair damaged two-inch drain pipes shown at time of walk-through causing leaking to lower level. This shall include material and labor required to complete the two repair areas.

B. Work may not commence until Agreement for Repair Services is signed and returned.

- 2. PAYMENT.** All payments will be made in accordance with the laws of the State of Washington. The COUNTY will issue payment(s) to CONTRACTOR on or about thirty (30) days following date of completion and invoicing with documentation of completed project received by the Pacific County Department of General Administration prior to the 10th day of the month.

A. Documentation required includes, but is not limited to, required insurance, intent to pay prevailing wage form.

- 3. TERM.** This Agreement becomes effective on December 13, 2022 and shall remain in effective until completion of the project on or before March 31, 2023.

- 4. RELATIONSHIP OF PARTIES.** The CONTRACTOR is an independent contractor and is not an employee of the COUNTY. The COUNTY will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of the CONTRACTOR.

5. INDEMNIFICATION.

- A. **Indemnification by Contractor.** Contractor shall indemnify, defend and hold harmless the County, its officers, agents, employees, and volunteers from and against all claims, losses, damages, judgments, or liabilities of whatever nature, including any portion thereof, arising from or related to the Consultant's acts, omissions, or performance under this agreement, including any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Consultant's own employees or agents, or damage to property occasioned by a negligent act, omission or failure of the Consultant. This indemnification obligation shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Consultant waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into the Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.
- B. **Participation County – No Waiver.** The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONTRACTOR's indemnity obligations under the Contract.
- C. **Survival of Contractor's Indemnity Obligations.** The CONTRACTOR agrees all CONTRACTORS's indemnity obligations shall survive the completion, expiration or termination of this Contract.

6. **INSURANCE.** Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and, in a form, satisfactory to the COUNTY.

- A. **General Liability Insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- B. **Professional Liability (Errors & Omissions) Insurance.** CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$250,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract or any amendments thereto.
- C. **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically

allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state.

7. ASSIGNMENT. The CONTRACTOR's obligations under this Agreement may not be assigned or transferred to any other individual or entity without the prior written consent of the COUNTY.

8. MODIFICATION. The parties may mutually agree to modify this Agreement. Any modification to the terms of this Agreement must be in writing and signed by both parties.

9. TERMINATION. The CONTRACTOR and the COUNTY has the right to terminate this Agreement as follows:

A. The COUNTY may terminate this Agreement at any time and for any reason by submitting written notice of its intention to the CONTRACTOR at least thirty (30) days prior to the specified effective date of such termination. The COUNTY may also terminate this Agreement with less than thirty (30) days' written notice if the CONTRACTOR has violated any of the provisions herein, federal, state or local laws, or if the COUNTY deems the CONTRACTOR's performance of its responsibilities herein identified to be substantially unsatisfactory.

B. The CONTRACTOR may terminate this Agreement for any reason upon submitting written notice of its intention to the COUNTY at least thirty (30) days prior to the specified effective date of such termination.

10. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid. Address changes by either party must be provided by written notice to the other in the manner set forth above.

11. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. WAIVER. The County's failure to enforce any provision of this Agreement shall not be construed as a waiver of limitation of the County's right to: 1) subsequently enforce and compel strict compliance with every provision of this Agreement; or 2) seek any and all legal remedies available to it based on the CONTRACTOR's breach or non-performance.

- 13. GOVERNING LAWS.** This agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.
- 14. DISPUTE RESOLUTION.** The parties agree to attempt to informally resolve any disputes regarding the terms of, or compliance with, this agreement. If, despite good-faith efforts to resolve a dispute, the dispute remains unresolved, either party may bring a court action to resolve the dispute.
- 15. ATTORNEY'S FEES.** In the event either party files a court action in any trial or appellate court seeking enforcement of this agreement, the prevailing party shall be entitled to all court costs and reasonable attorney's fees.
- 16. PUBLIC RECORDS ACT.** This Agreement and related records may be subject to public inspection pursuant to Washington's Public Records Act (RCW 42.56). To the extent that public records in the custody of the CONTRACTOR are needed for the COUNTY to respond to a request for public records, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any specific information that they claim to be confidential or proprietary. If the COUNTY receives a public records request to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by Public Record Act or is otherwise appropriate, the COUNTY's sole obligations shall be to notify the CONTRACTOR of the request and the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified. CONTRACTOR agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by the CONTRACTOR relating to its performance of this contract. This includes any lawsuit filed by a third party for the COUNTY's allegedly improper release of confidential or proprietary information pursuant to a public records request.
- 17. ENTIRE AGREEMENT.** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions or any other Agreement whether oral or written. This Agreement supersedes any prior written or oral Agreements between the parties.

18. COUNTERPARTS. This agreement may be executed in counterparts, each of which will be deemed to be an original copy of this agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by facsimile transmission or other electronic means shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be executed this 13 day of December, 2022.

CONTRACTOR

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Date

Lisa Olsen, Chair

APPROVED AS TO FORM

Frank Wolfe, Commissioner

Prosecutor's Office

WSBA #

Mike Runyon, Commissioner

ATTEST

Amanda Bennett, Clerk of the Board



DETAILED LIST OF DELIVERABLES / NARRATIVE

Project: Pacific County Jail – Repair Leaking Shower Units in Nine Cell Pods

Contract #: n/a

Date: 12/2/2022

To: Pacific County

From: S.E.A. Construction LLC

Requested Activities

1. Repair 9 leaking cell pod showers & plumbing.

Procedure Explanation

1. **Prep Stall-** Shall include a particle containment of each individual shower stall as work is being performed. Once containment in place, stall shall be media blasted (sand blasted), all media removed and clean bare surfaces then set up a 12 hour heating cycle to dry the porous concrete surfaces for Epoxy sealing.
2. **Grind Seams/Surface Cracks and Grout-** Shall include cleaning out/grinding all CMU wall to floor pan seams. This shall also include various cracks in the floor pan. Once ground and prepped, these seams/cracks shall be filled and sealed with a non-shrink grout.
3. **Epoxy Seal Stall-** Shall include the application of epoxy primer, once primer set time is achieved the stall shall receive coat 1 of epoxy coating. This coating shall extend 6' up the CMU wall enclosures, entire shower pan and 2' outside (non-slip) shower pan. Epoxy coat 2 shall provide coverage 6" up CMU enclosures, entire shower pan and extend 2' outside shower pan.
4. **Repair Miscellaneous Plumbing-** Repair damaged 2" drain pipes shown at time of walk-through causing leaking to lower level. This shall include material and labor required to complete these two (2) repairs areas.

Products

1. **Epoxy-** Industrial grade non-slip concrete/shower epoxy.
2. **Seam Grout-** Industrial non-shrink grout

Additional Costs to Consider

N/A

Attachments

N/A

Total Costs

BID TOTAL: \$77,160.00