



PIERCE COUNTY
REQUEST FOR QUALIFICATIONS NUMBER 2012
INCLUSION OF CLEAR CREEK RECONNECTION PROJECT INTO
THE FLOOD PLAIN RECONNECTION FEASIBILITY STUDY

RETURN PROPOSALS TO:

Pierce County Procurement & Contract Services
950 Fawcett Avenue, Suite 100
Tacoma, WA 98402
Phone: 253-798-7456

PROPOSAL DUE DATE/TIME: MARCH 1, 2018, 4:00 PM

Proposals must be submitted in a sealed envelope or appropriate packaging with the proposer's name and address, RFQ Title and RFQ Due Date clearly legible on the exterior prior to the date/time listed above.

RFP ISSUED BY:

Pierce County Procurement and Contract Services
Attention: Jana Prince, Senior Buyer
pcpurchasing@co.pierce.wa.us
253-798-7456

TABLE OF CONTENTS

Submittal Due Date	3
RFQ Holder’s List	3
General Information.....	3
Description of Project.....	3
Expected Term of Resulting Agreement	3
Scope of Work	4
Timelines	11
Submittal Checklist.....	11
County’s Evaluation of Proposals.....	12
Format of Qualification Proposals.....	13
Special Conditions of The Agreement	14
General Terms And Conditions	17
General Conditions Of Personal Service Contracts.....	18
Exhibit C - Contract Compliance For Professional, Technical, Supply or Services	24
Certification of Nonsegregated Facilities	25
Non-Collusion & Debarment Affidavit	25
Subcontractors Participation Form For Professional, Technical, Supply or Service Psas	26
Personnel Workforce Data Form	27
Required Signature Page For Proposal.....	28
Attachment A - Insurance.....	29

SUBMITTAL DUE DATE

To be eligible for consideration five (5) hard copies and one (1) electronic copy, in pdf format, on CD of a vendor's response to this Request for Qualifications (hereafter called "response" or "proposal") must be received by the Pierce County Purchasing Department, 950 Fawcett Avenue, Suite 100, Tacoma, WA 98402 no later than close of business, 4:00 PM, Friday, February 9, 2018. The response must be submitted in a sealed envelope with the vendor's name, Request for Qualifications Number and the due date clearly identified on the outside.

RFQ HOLDER'S LIST

All interested potential proposers must email the procurement contact on the front page of this RFQ to request to be put on the Holder's list for this procurement in order to receive RFQ addenda and additional procurement updates. By requesting to be placed on the Holders list, firms will automatically be notified when new documents or changes relating to this procurement occurs.

GENERAL INFORMATION

The Pierce County Department of Planning and Public Works provides a wide variety of public services:

- Building Safety and Inspection.
- Development Engineering.
- Resource Management.
- Long Range and Current Planning.
- Road Design and Construction.
- Road Maintenance and Operations.
- Ferry and Airport Services.
- Sewer Systems and Wastewater Treatment.
- Solid Waste and Recycling Management.
- Public Use Facilities.
- Surface Water Management.

The Department's website is a valuable resource for information about the many services that the Planning and Public Works Department provides. Please access the website at www.piercecountywa.org.

DESCRIPTION OF PROJECT

This project would update the 2014 Floodplain Reconnection Feasibility Study (NSD 2014) to include the proposed Clear Creek estuary reconnection project on the Lower Puyallup River. The project would include creating GIS maps, cross sections, hydraulic modeling, and meetings with SWM and Lead Entity Staff to use for the ranking process already developed in the 2014 study. Details are included in the scope.

EXPECTED TERM OF RESULTING AGREEMENT

The expected term of the initial contract will be 12 months.

SCOPE OF WORK

Pierce County Planning and Public Works, Surface Water Management Division (SWM) requests technical services to evaluate how the lower Clear Creek site within the Puyallup River floodplain would rank in the in Pierce County's re-evaluation of Levee Setback Feasibility Analysis (LSFA) completed in 2014. The Clear Creek site was not included the 32 sites evaluated and ranked in the original 2008 LSFA and the 2014 update (sites located along the Puyallup, Carbon and White Rivers). The contractor will use the 2014 analysis to evaluate the Clear Creek site using the same methodology and then update the ranking of all 33 sites.

Project Constraints, Assumptions, Schedule and Considerations

Pierce County's 2014 project manager (SWMPM) will manage the Clear Creek update and provide the lead on communications, meeting coordination and facilitation, technical review and agency coordination. The SWMPM will also provide direct input regarding Clear Creek data inputs to analysis, similar to what he did with the 32 sites evaluated in the 2014 project. The contractor will communicate directly with SWMPM.

The consultant will:

1. Follow 2014 methodology..
2. No changes to original 32 sites will be made regarding boundaries or changes since 2014.
3. Utilize hydraulic models of the Lower Puyallup and Clear Creek provided by SWM.
4. Update the prioritization workbook.
5. Provide short memo summarizes Clear Creek ranking and explanation of key variables as determined in analysis and prioritization workbook.
6. Use expert fluvial geomorphologists that are well experienced with the Puyallup River.
7. Work will be led by Pierce County's project manager.

This scope of work describes the technical services. The project scope has been divided into the following list of tasks and linked to specific project deliverables:

Task 1: Project Management

Task 2: Site Inspection / Field Data Collection

Task 3: Site Analysis using 2008 and 2014 metrics

Task 4: Update of 2014 Prioritization Workbook

Task 5: Memorandum summarizing Clear Creek as 33rd project of LSFA

The project shall be completed no longer than one year from contract initiation.

TASK 1: PROJECT MANAGEMENT

The project manager will provide regular design status updates by email or phone. The updates are intended to help track the progress of the design development and to communicate major decision points and findings. Monthly progress reports will be included with the invoicing services completed. Contractor staff will have an initial kick-off meeting to go over 2014 Analysis and Clear Creek update.

Deliverables:

- Monthly status reports, updates, and invoices.*
- Internal meetings to coordinate actions of design team; and*
- Correspondence with SWM via email and phone to maintain open communication.*

TASK 2: SITE INSPECTION / FIELD DATA COLLECTION

The contractor will conduct a one day site inspection during which they will use maps of site topography using the most recent LiDAR data and aerial photographs. During the site inspection, SWM staff will point out specific areas considered for levee setback as well as any constraints that are currently known. The contractor will collect additional topographic, vegetation, or infrastructure data as needed. Consistent with the 2014 LSFA, a strong focus will be on extent of potential aquatic habitat that will be immediately engaged within area of levee setback.

Assumptions:

- Contractor will prepare topographic maps prior to site inspection using most recent topographic and bathymetric data provided by SWM.*
- Personnel from SWM and other stakeholders knowledgeable about key metrics and any factors or constraints that could influence analysis will be present during site inspection.*
- SWM will provide hydraulic data and hydraulic model(s) of Lower Puyallup River at the project site. Additional hydrologic and hydraulic analysis will not necessary.*

Deliverables:

- Maps prepared for site inspection.*
- Summary notes from site inspection, including observations and questions.*
- Any field data collected during site inspection:*
 - *GPS points*
 - *Photographs*
- List of questions that arose during site inspection*

TASK 3: SITE ANALYSIS USING 2008 AND 2014 METRICS

The Clear Creek site will be analyzed using same methodology and metrics applied in 2014 LSFA. The work will consist of spatial analysis in GIS and evaluating hydraulic model output for same recurrence flows used in 2014 analysis. Levee setback scoring will include the following per the 2014 update of the LSFA. The site also has complex issues related to existing floodplain infrastructure, on-going restoration actions and surface runoff from urban drainages such as Swan and, Squally and Canyon Creeks where Pierce County is currently working to reduce erosion and downstream impacts. Given the additional complexity of the site it is anticipated that the site analysis will take a disproportional amount of time when compared to the previous analysis of other sites. The original project goals were defined as:

- 1) Increase flood plain reconnection and flood storage
- 2) Improve geomorphic process and function
- 3) Improve habitat diversity

Goals were then subdivided into Objectives.

Goal 1. Increase Floodplain Connectivity and Flood Storage.

Objectives

- 1.1 Maximize area of floodplain inundation at high frequency events.
- 1.2 Maximize storage volume at low frequency events.
- 1.3 Minimize remedial actions necessary to accomplish the goal.
- 1.4 Improve and maintain flood protection.

Goal 2. Reestablish Short and Long-Term Geomorphic Processes and Function.

Objectives

- 2.1 Promote channel migration within the mapped severe and/or moderate migration potential areas.
- 2.2 Promote increased channel complexity and multi-channel (braided) reaches.
- 2.3 Promote more natural sediment conveyance and storage processes.
- 2.4 Promote natural LWD recruitment and pool formation.
- 2.5 Minimize potential adverse flooding and/or erosion impacts on local or downstream infrastructure or channel conditions.
- 2.6 Improve connectivity to tributaries, potential wetlands or springs, and existing side channels.

Goal 3. Maximize Aquatic Habitat Diversity and Use.

Objective

- 3.1 Maximize aquatic habitat diversity and use.

Project Cost.

Land Availability.

The last two metrics, Project cost and Land Availability were only evaluated in the 2008 LSFA where they had a strong influence on the final prioritization. The 2014 re-evaluation LSFA excluded these two metrics and put more focus on immediate habitat benefits. The 2014 also benefited from much more accurate topographic data acquired from 2010 LiDAR data. The 2014 analysis made the following modifications to the original 2008 LSFA (NSD 2014):

Goal 1 Objectives

Objective 1.1 (Maximize area of floodplain inundation at high frequency events).

The 2008 study used the floodplain area inundated during both the 2-yr and 5-yr storm events as a measure of floodplain reconnection potential. Because the 2014 study focused on reconnecting the floodplain as a means of engaging habitat, only the area inundated during the 2-yr. flow event is used.

Objective 1.2 (Maximize storage volume at low frequency events).

The 2008 project used the estimated maximum flood storage volumes over the duration 3 storm events, the 25, 50 and 100yr storms. This metric does not play a direct role in assessing habitat for the project sites. However, given the potential magnitude of flood damage in the lower Puyallup basin, any levee setback project should have a flood reduction component. Therefore, the original 2008 calculations and resulting scores were used unmodified in the 2014 prioritization strategy.

Objective 1.3 (Minimize remedial actions necessary to accomplish the goal).

The 2008 study assigned values from 0 to 4 to sites depending on the need for, and approximate amounts of, excavation required to re-connect existing floodplain features with main stem channels. The assignment of values was based on a series of 4 Categories developed to describe the presence or absence of existing floodplain features, their locations with respect to zones of frequent inundation and channel migration potential, and the amount of excavation needed. This objective was modified in the 2014 project; Categories A, B, C and D were redefined and 2 more (E and F) were added to better describe the range of possible feature scenarios. Also, because the conditions of many sites had changes since 2008, excavated volumes estimated to reconnect features to the main stem channel were omitted from the 2014 prioritization analysis.

Objective 1.4, (Improve flood protection).

For this objective the 2008 study addressed the ability of levees adjacent to the proposed setback site to provide flood protection. The objective was assessed by posing 6 questions, all of which focused on previous, known damages to adjacent levees, the frequency of flooding on all adjacent properties, and levee damage repair costs, all of which indicate the level to which adjacent property flood protection would need to be improved. The 2014 prioritization substantially modified this objective. The original 6 questions were omitted and replaced by a single question that looks only at where the setback proposed in 2008 is situated relative to the lateral extent of the 100 yr. flood within and adjacent to the site. This change was made to better assess the level of protection the new levee would need to provide to protect against the 100-yr storm event.

Goal 2 Objectives

Objective 2.1, (Promote channel migration within mapped severe and/or moderate migration potential areas).

The 2008 study used the 2003 CMZ map overlain on setback sites to determine whether or how much of the site lay with severe and moderate migration hazard areas. The metrics used to define this objective were retained unmodified for use in the 2014 prioritization project.

Objectives 2.2, 2.3, 2.4 and 2.5

In the 2008 study these objectives focus specifically on main stem channel conditions immediately upstream, downstream and adjacent to each site in the 2008 study. They were included to address potential main stem channel responses resulting from setting back a levee. The 2014 study omits these objectives largely because in-channel conditions changed substantially in response to the January 2009 storm event.

The in-channel changes ranged from substantial channel widening, particularly in areas where levees were blown out, and higher than typical sediment deposition, which likely caused aggradation along many channel sections.

Objective 2.6 (Improve connectivity to tributaries, potential wetlands or springs, and existing secondary and abandoned channels).

The 2008 study used this objective to give credit to sites bearing specific types of flood plain features that would benefit fish habitat. The features acknowledged and rewarded site tributary channels extending through the site, wetlands, side channels (former river channels cut off from the main stem by the levee), and springs. The 2014 study retained the floodplain features/characteristics used in 2008, and added one more: the presence of the site within the area of tidal influence.

This last characteristic was added to acknowledge the importance of estuarine conditions to salmonid species, and to identify and reward sites located within this important area. *This is particularly important for the Clear Creek site* – which was not included in the 2008 or 2014 work.

Goal 3 Objective

Objective 3.1 (Maximize aquatic habitat diversity and use).

The data used in 2008 came from Pierce County's EDT model. Model results were applied to each of the sites, however, no field reconnaissance or model verification work was conducted at the time of the study. The 2014 study omitted the 2008 metrics developed from the EDT model and replaced it with a simple scoring system based on site visit observations regarding existing habitat quality. The possible habitat value scores range from 0 (Lowest Quality Existing Habitat) to 4 (Highest Quality Existing Habitat). Habitat value scores were discussed in the field, assigned to the sites by the consulting team, and then discussed at a meeting with Pierce County Biologist Tom Nelson. The contractor will use this same approach in the Clear Creek analysis.

**Other Changes to Goal and Objective Categories (from 2008 to 2014)
(copied from 2014 report)**

A new Goal category was added to give credit to groups of sites that are naturally grouped together. Scores for site groupings, called the cluster score, were added to reward sites for residing in close proximity to others. This new category speaks to the importance and benefits of reconnecting floodplains with their rivers over longer channel sections (adjacent sites on the same side of the river), and potentially wider channel/floodplain sections (sites located on opposing sides of the river).

Both conditions offer enhanced flood hazard reduction and channel forming process benefits than can typically be accomplished with a single isolated site, even when the site is very large.

The 'Cost Benefit Rank' was added to offer some insight to 2008 Estimated total cost of the project or, if the project has been completed, with respect to its priority value. This provides cost in dollars of each value point, which can be used to identify those projects offering the lowest cost per assessed value point. The cost benefit is not included in the overall site prioritization strategy, but is intended to be used as a tool, along with the overall rank, to determine the best projects from the perspective of both habitat benefit and available budget. As used in the 2014 project, the cost benefit rank includes the use of combined priority value scores for Goals 1, 2, 3 and the new clustering score.

None of the 2014 results for total Goal or individual Objective evaluations were normalized. All calculation results, and the allocation of assessment value points were left untouched. This approach generated duplicate scores, which in turn resulted in duplicate ranking values. For example, the duplicated rank numbers include ranks 7, 10, 12, 15 and 22 (there are 3 site with the rank of 22). Subsequently, ranks 8, 11, 13, 16, 23, 24, and 25 are not filled in the 2014 prioritization.

Assessed Value Weighting, which estimates the area within a site inundated by a two year storm, was revised to a more direct approach applied to all Objectives and the Cluster category only. The weighting results were not applied to the Goals to eliminate the potential for double counting. If the user would like to omit one of the Goals, the weighting factors for the appropriate objectives can be changed to "0". If the user feels that a particular Objective is very important the weighting factor can be set at a value of "1". If an Objective is deemed to be less important, the weighting factor is given a lower value, represented by some fraction of "1" (0.50, 0.75).

Assumptions:

- Goals and Objectives described above will be replicated for the Clear Creek site.*
- Existing hydraulic model of Lower Puyallup will be used to determine inundation areas within levee setback area for selected recurrence interval flows.*
- The same flood frequency analysis used for 2014 analysis will be applied to assess the Clear Creek site in same context as other 32 sites examined in 2008 and 2014.*
- Tidal influence will be factored into site analysis*

Deliverables:

- Data summary, including site topography, hydrology & hydraulics (fluvial and tidal), geomorphology, vegetation, existing development*
- Site Maps*
- Hydraulic model outputs*

TASK 4: UPDATE OF 2014 PRIORITIZATION WORKBOOK

The contractor will update the 2014 Prioritization EXCEL Workbook, leaving the existing 32 sites exactly like they were left and adding the Clear Creek site.

Assumptions:

- 2014 sites (32) will be left as they are in 2014 prioritization workbook.*
- One in-person or conference call meeting with SWMPM and Lead Entity Technical Committee staff to go over Clear Creek values in prioritization workbook and look prioritization rankings.*
- The contractor will update basic prioritization workbook to run with addition of one more site, Clear Creek, bringing total sites from 32 to 33.*

Deliverables:

- 2014 sites (32) will be left as they are in 2014 prioritization workbook.
- One in-person or conference call meeting with Tom Nelson and Lead Entity staff
- Updated Prioritization Workbook (digital EXCEL file) with 33 sites, including Clear Creek.

TASK 5: MEMORANDUM SUMMARIZING CLEAR CREEK IN LSFA PRIORIZATION

The contractor will complete a minimum 5 page memorandum summarizing the Clear Creek inclusion and ranking in the Levee Setback Feasibility Analysis that was last updated in 2014.

Assumptions:

- One draft will be submitted to SWM for review.
- Preparation and attendance at one 4 hour meeting with Lead Entity Technical Advisory Group (TAG)
- Preparation of PowerPoint presentation (approximately 30 slides) that can be distributed to lead entity groups and other stakeholders.
- One conference call with SWMD to discuss draft review comments.
- The contractor will not make any presentations to larger stakeholder group unless otherwise agreed upon with SWM.

Deliverables:

- One draft for SWM review and one final memorandum.

PROJECT CONTACT:

Contact: Kim Nix

Phone: 253-798-2256

Email: pcpwcontractservices@co.pierce.wa.us

TIMELINES

	TIME	DATE
Question must be submitted, in writing, to the contact listed above	4:00 PM	February 20, 2018
Proposals must be received by the Purchasing Department	4:00 PM	March 1, 2018
Proposals will be evaluated and, if multiple proposers are deemed qualified, interviews may be held with the top proposers		Approximately three weeks after due date
Estimated date of notice of intention to negotiate a contract with the selected proposer		Approximately six weeks after due date
Estimated date of contract execution.		Approximately eight weeks after due date

SUBMITTAL CHECKLIST

For proposals to be considered the following must be included in your submittal:

	Name, local address, email address and phone number of the firm making the proposal.
	The names and number of years the firm has been in business under current or previous names or additional assumed business names.
	The name and resume of each individual who would be assigned to this project and each individual assigned to backup each primary person in his/her absence, together with similar information for each individual to be provided under any subcontract.
	The name and title of the person authorized to execute a contract on behalf of the firm.
	A statement outlining any proposed exceptions to the County's requirements or requested clarifications to the requirements.
	Any additional services or procedures of benefit to the County not specifically required by this Request for Proposal, which the Contractor offers to provide.
	References listing customers with contracts for similar services.
	Proposal documenting the team experience in years and listing discreet projects.
	The caption, cause number, Court, Counsel, and general summary of any litigation pending or judgment rendered within the past 3 years involving the proposer.
	Five (5) hard copies and one (1) electronic CD copy, in pdf format, of the complete proposal. The proposals must be in a sealed envelope or appropriate packaging with the proposer's name, address, RFQ title, RFQ number and RFQ Due Date clearly marked on the outside of the envelope/package. One copy must be marked "original" and contain a legally binding signature.
	In addition to any specific requirements requested in this proposal, the following documents must be completed and submitted with the proposal: <ul style="list-style-type: none"> A. Required Signature Page for Proposal B. Subcontractors Participation Form (Exhibit C) C. Certification of Nonsegregated Facilities and Non-collusion Affidavit and Debarment Affidavit (Exhibit C) D. Personnel Workforce Data Form (Exhibit C)

By submitting a proposal, proposer agrees that all documents, reports, proposals, submittals, working papers, or other materials prepared by the Contractor pursuant to this proposal shall become the sole and exclusive property of the County, and the public domain, and not the property of the Contractor. The Contractor shall not copyright, or cause to be copyrighted, any portion of said items submitted to the County because of this solicitation.

COUNTY'S EVALUATION OF PROPOSALS

Reserved Rights and Procedures:

Pierce County expressly reserves the following rights:

- a. To waive any and/or all irregularities in the proposals submitted.
- b. To reject any or all proposals or portions thereof.
- c. To base awards with due regard to quality of services, experience, compliance with specifications, and other such factors as may be necessary in the circumstances.
- d. To make the award to any vendor or combination of vendors whose proposal(s), in the opinion of the County, is in the best interest of the County.

Evaluation Criteria:

Matters relating to qualification to meet the County's needs will receive highest priority in evaluation. Matters relating to the means of meeting those needs described in the proposal will be considered secondary. After a proposal is selected, the County expects to negotiate the details of the work to be performed based upon the proposal and the County's needs and further negotiate appropriate pricing of selected tasks. If negotiations fail for any reason, including price, the County may choose to negotiate with other vendors to obtain an appropriate contract for needed services.

Firms will be evaluated on the following criteria:

1. **Proposal Presentation** – The information is presented in a clear, logical manner and is well-organized. All required information was provided. **(0 - 5 Points)**.
2. **Qualifications & Experience** – How the qualifications of the firm and key individuals meet the needs of the County. **(0 – 15 Points)**.
3. **Capacity & Availability** – The vendor has the size, resources, and commitment to provide timely services based on the County's needs. **(0 – 15 Points)**.
4. **Approach to Work** – The vendor's approach to work, including compliance with requirements, innovative offerings, services offered, and other related matters. **(0 – 15 Points)**.
5. **References** – References either submitted with the proposal or known to the County. **(0-20 Points)**.
6. **Experience** with fluvial geomorphology of the Puyallup River (or similar rivers) – show examples of working with local floodplain reconnection projects and assessments using natural process approach to problem solving. **(0-30 Points)**.

FORMAT OF QUALIFICATION PROPOSALS

Please use the following as a guideline to format your proposal:

Font Size: Please use fonts no smaller than 11 point.

Format: In order for Pierce County to adequately compare and evaluate Proposal objectively each response to specific requests and criteria should be clearly labeled.

Page Count: Maximum Proposal length **not** including title page, letter of interest, table of contents, resumes, and required forms should not exceed 25 pages. For the purpose of page limitations of the Proposal, one side of a printed page is considered one page. The County strongly encourages double-sided printing whenever possible.

These requirements are in addition to any other requirements identified herein.

SPECIAL CONDITIONS OF THE AGREEMENT

1. County's Responsibilities

- A. The County shall furnish the Contractor a written program or scope of work for the Project. The County's standards for construction, if any, shall be considered a part of the project requirements.
- B. The County shall furnish required information, approvals, and services as expeditiously as necessary for the orderly progress of the work.
- C. The County shall prepare and award the construction contract(s) to the lowest responsive bidder whose bid is within the funds available.
- D. When deemed necessary by the County and the Contractor, the County shall furnish the services of a soils engineer or other related consultant. These services shall include reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, and other tests necessary for determining sub-soil, air and water conditions, with appropriate professional interpretations thereof.
- E. The County shall designate representatives authorized to act in the County's behalf. In this Agreement references to "County" shall include County's designated representative. The representatives shall review documents submitted by the Contractor, render decisions and advise the Contractor promptly in order to avoid unreasonable delay in the progress of the Contractor's work.

2. Basic Services of Contractor

A. General:

The County's standards for construction, if any, are for the guidance of the Contractor; however, no deviation from these standards shall be made without written consent of the County.

B. Design Development Phase:

- i. The Contractor shall review with the County the various preliminary alternative studies for design and construction of the project, making recommendations regarding efficiency and effectiveness of the alternatives and key features of each alternative including advantages and disadvantages inherent in the various studies.
- ii. Based upon the mutually agreed upon solution, prepare design development documents consisting of plans, elevations, sections, and other preliminary drawings, and outline specifications, to establish and illustrate the size and character of the entire Project. The design development documents shall describe the materials, type of structure, mechanical and electrical systems, work required, and the equipment to be furnished under the construction contract. A proposed time schedule for the project through completion of construction shall also be provided by the Contractor.
- iii. The final design development drawings shall be prepared in a form and style suitable for presentation and on a medium suitable for reproduction.
- iv. A cost estimate and a detailed time schedule through the completion of construction, projected at time of bid, shall be prepared by the Contractor in a format approved by the County. The estimate shall provide sufficient detail to give reasonable assurance that costs will be within the Maximum Allowable Construction Cost (MACC). The MACC amount will be furnished by the County.
- v. The Contractor shall obtain the County's written approval of the design development phase before proceeding with the construction document phase.

3. Construction Document Phase

- A. The Contractor, in preparation of this phase of work, shall follow in every respect the scope and form of the Project as set forth in the approved design development phase except that changes may be made at the written request of, or with the written consent of the County. Changes requested by the County will be made subject to an agreement for extra services.

- B. Based upon the approved design development documents, the Contractor shall prepare construction documents. These documents shall include construction drawings, specifications, and other documents setting forth in detail the scope of the Project. Such documents shall describe materials, workmanship, finishes, methods of construction, equipment, and the condition affecting the work. The construction documents shall be sufficiently detailed to provide guidance for all divisions of the construction project.
 - C. All original construction drawings shall be prepared on Mylar using standard drafting practices and shall be suitable for standard reproduction. Any other technique for drafting or reproduction requires approval from the County. All original construction documents shall become the property of the County.
 - D. The Contractor shall submit to the County four (4) sets of completed construction documents, i.e., construction drawings and project manuals, and two (2) copies of the structural, mechanical, electrical, and other calculations required for the project. The Contractor shall also provide a final estimate of probable construction costs, including all anticipated bid alternates, if any, and reflecting current market conditions, seasonal factors, etc., and a final project time schedule through the completion of construction, as projected at time of bid, for the County's review and approval. The Contractor's cost estimate shall include an itemization of proposed bid alternates, if any, and the estimated increase or decrease in the project cost for each alternate. Approval of the drawings, project manual, calculations, and other documents by the County shall not relieve the Contractor of any responsibility for their completeness and accuracy, or ability to be constructed within available construction funds.
 - E. The Contractor shall submit the necessary documents to, and shall obtain design review approval from, the governmental authorities having jurisdiction over the project, for the County.
 - F. If the County directs the Contractor to prepare drawings or specifications for change orders, reimbursement shall be made as follows:
 - i. The Contractor's fee for preparation of change order drawings shall be negotiated by the County and the Contractor.
 - ii. Payment will not be made to the Contractor for changes which are required as a result of errors by the Contractor.
 - G. Upon completion or termination of this Agreement, the Contractor shall deliver to the County all original drawings and project manuals, including addenda and change order documents, inspection reports, and Contractor-marked reproducible drawings showing as-built changes. If directed by the County, the Contractor shall revise the original drawings showing all changes in the work made during construction. If such request is made, the Contractor shall be compensated in accordance with the preceding paragraph.
 - H. Whenever the lowest responsive construction bid exceeds the MACC, the Contractor shall revise the documents when requested by the County in order to bring the construction cost within the MACC. Such document revisions shall follow the steps of the Design Development Phase and the Construction Document Phase, and shall be made at no additional expense to the County. The County in this event agrees to cooperate with the Contractor and permit reasonable and necessary reductions in the scope of the Project. If the Contractor is unable to bring the Project within the MACC, this Agreement shall be terminated.
4. Examination and Audit
- A. The County shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract.
 - B. The Contractor agrees to include in any subcontracts under this contract a clause to the effect that the County shall, until 3 years after final payment under the subcontract have access to and the right to examine any of the Subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract.

- C. The periods of access and examination in paragraphs (A) and (B) above for records relating to appeals under the Disputes clause of the General Conditions, litigation or settlement of claims arising from the performance of this contract, or costs and expenses of this contract to which the County has taken exception shall continue until such appeals, litigation, claims, or exceptions are disposed of.
- D. Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price-predeterminable contract, or any combination of these, the Contractor shall maintain--and the County shall have the right to examine and audit--books, records, documents, and other evidence and accounting procedures and practices, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., data bases, applications software, data base management software, utilities, etc.), sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred in performing this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing this contract.
- E. Cost or pricing data. If, pursuant to law, the Contractor has been required to submit cost or pricing data in connection with pricing this contract or any modifications to this contract, the County shall have the right to examine and audit all of the Contractor's books, records, documents, and other data regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., data bases, applications software, data base management software, utilities, etc.) including computations and projections, related to proposing, negotiation, pricing, or performing the contract or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used.
- F. Reports. If the Contractor is required to furnish cost, funding, or performance reports, the County shall have the right to examine and audit books, records, other documents, and supporting materials, for the purpose of evaluating the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and the data reported.
- G. Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraphs (D) and (E) above, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any longer period required by statute or other clauses of this contract. In addition:
 - i. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting termination settlement; and
 - ii. Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are disposed of.
 - iii. Except as otherwise provided, the Contractor may transfer computer data in machine readable form from one reliable computer medium to another. The Contractor's computer data retention and transfer procedures shall maintain the integrity, reliability, and security of the original data. The Contractor's choice of form or type of materials described in paragraphs (D), (E), and (F) of this clause affects neither the Contractor's obligations nor Pierce County's rights under this clause.

The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (I), in all subcontracts over \$10,000 under this contract, altering the clause only as necessary to identify properly the contracting parties under the Pierce County prime contract.

5. Drawings and Other Data to Become Property of Pierce County

- A. All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of Pierce County and may be used on any other design or construction without additional compensation to the Contractor. Pierce County shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert rights nor establish any claim under the design patent or copyright laws.

- B. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the County. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.
- C. This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

6. Indemnity

If a claim, suit or action for injuries, death, or damages as provided for in paragraph 13 of the General Conditions of Personal Services Contracts of this contract is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the indemnitor or the indemnitor's agents or employees, the indemnity provision provided for in said paragraph of this contract shall be valid and enforceable only to the extent of the indemnitor's negligence.

GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to all proposals to provide services to Pierce County:

1. Pierce County expressly reserves the following rights:
 - a. To reject any and/or all irregularities in the proposals submitted.
 - b. To reject any or all proposals or portions thereof.
 - c. To base awards with due regard to quality of services, experience, compliance with specifications, and other such factors as may be necessary in the circumstances.
 - d. To make the award to any vendor or combination of vendors whose proposal(s), in the opinion of the County, is in the best interest of the County.
2. All proposals must be sealed in an envelope or appropriate packaging and addressed as requested in the RFQ. The name and address of the vendor must appear on the envelope. The outside must state the RFQ title and number and the RFQ due date and time.
3. The RFQ must be signed with ink by an authorized individual of the company empowered to act in that capacity before a contract will be negotiated.
4. Any proposal or modification received after the hour and date specified may be returned unopened.
5. All documents, reports, proposals, submittals, working papers, or other materials prepared by the Contractor pursuant to this proposal shall become the sole and exclusive property of the County, and the public domain, and not the property of the Contractor. The Contractor shall not copyright, or cause to be copyrighted, any portion of said items submitted to the County because of this solicitation.
6. All of the items mentioned in paragraph 5 above submitted to Pierce County should be printed on recycled paper whenever practicable.

GENERAL CONDITIONS OF PERSONAL SERVICE CONTRACTS

Substantially the following additional provisions will be incorporated into any negotiated contract resulting from this RFQ:

1. Scope of Contractor's Services:

The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Exhibit "A" during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by Pierce County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for Pierce County, (hereinafter referred to as the "Contracting Officer",) the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B."

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

4. Labor Standards and Contract Assistance:

The Contractor shall comply with the provisions of Exhibit "C", attached hereto, titled "Contract Compliance For Professional, Technical, Supply or Services".

5. Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Pierce County employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

6. No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the

Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. Regulations and Requirement:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Exhibit "D."

9. Right to Review:

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

10. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Termination for Public Convenience:

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the contract is terminated in

accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

12. Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the Contractor's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the County or its agents or employees, and (ii) the Contractor or the Contractor's agents or employees."

13. Insurance Requirements

The insurance coverages specified in this paragraph (14.) are required unless modified by Attachment A of this agreement. If insurance requirements are contained in Attachment A they take precedence

The Contractor shall, at the Contractor's own expense, maintain, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined below, commercial automobile liability insurance, and either commercial general liability insurance, or, if any services required by the contract must be performed by persons authorized by the State of Washington, professional liability insurance:

<u>Commercial Automobile Liability</u>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.
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<u>Commercial General Liability</u>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.
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<u>Professional Liability Insurance</u>	Shall include errors and omissions insurance providing \$1,000,000.00 coverage with not greater than a \$5,000.00 deductible for all liability which may be incurred during the life of this contract.
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Pierce County shall be named as an additional insured on all required policies except professional liability insurance, and such insurance as is carried by the Contractor shall be primary over any insurance carried by Pierce County. The Contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution, which shall be attached to the contract.

Such insurance policies or related certificates of insurance shall name the Pierce County as an additional insured on all general liability, automobile liability, employers' liability, and excess policies. The Contractor

may comply with these insurance requirements through a program of self insurance that meets or exceeds these minimum limits. The Contractor must provide Pierce County with adequate documentation of self insurance prior to performing any work related to this contract and treat the County as an insured under the indemnity agreement. Should the Contractor no longer benefit from a program of self-insurance, the Contractor agrees to promptly obtain insurance as provided above. A forty-five (45) Calendar Day written notice shall be given to prior to termination of or any material change to the policy(ies) as it relates to this Agreement.

Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.

In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished Pierce County prior to the date of cancellation, change or nonrenewal, such notice to be sent to the Pierce County Risk Manager, 955 Tacoma Ave South, Suite 303, Tacoma, WA 98402.”

14. Industrial Insurance Waiver

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

15. Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

16. Withholding Payment:

In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and /or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

17. Future Non-Allocation of Funds:

Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

18. Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the

Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes

a. General

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

b. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County.

22. Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Pierce County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

23. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the County Purchasing Agent, 615 S. 9th, Tacoma, WA 98405-4673. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

24. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

25. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

26. Waiver of Non Competition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce County, and Contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce County.

27. Survival:

The provisions of paragraphs 5, 7, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 25, and 26, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

28. Entire Agreement: This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

29. Cooperative Purchasing. The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing. The Contract maximum for this contract per annual term, or for any renewal period, is for Pierce County's use only. Other agencies may use this contract up to their contract limits, if any, exclusive of and in addition to the County's contract maximum. By ordering and providing service under terms of this contract to any other governmental agency or jurisdiction, the governmental agency and the Agency agree to indemnify, defend and hold harmless Pierce County and District Court from any and all obligations, claims, or expenses, including attorney's fees, arising out of such action.

EXHIBIT C - CONTRACT COMPLIANCE FOR PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICES

It is the policy of Pierce County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Pierce County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises.

Bidders are encouraged to utilize qualified, local businesses in Pierce County and Washington State where cost effectiveness is deemed competitive. In addition, Bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

A. MWBE DIRECTORY ASSISTANCE

A directory of MWBE firms is published quarterly by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Copies of the directory are available from the State OMWBE (360-753-9693) or may be viewed at the Public Works Department, 2702 S 42nd St Suite 201, Tacoma 98409, and the Tacoma Public Library, 1102 Tacoma Avenue South, Tacoma, 98402. Contact the Contract Compliance Office for additional information at (253) 798-7250.

B. EQUAL EMPLOYMENT OPPORTUNITY:

Upon execution of this contract, the Contractor shall comply with the Equal Employment Opportunity requirements set forth below. The Contractor shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination.

1. No person or firm employed by the Contractor shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (29 U.S.C. 621 et seq.), the Equal Pay Act (29 U.S.C. 206(d)), the Rehabilitation Act (29 U.S.C. 791 et seq.), the Americans with Disabilities Act of 1990, or for participating in any stage of administrative or judicial proceedings under those statutes.
2. The Contractor shall take all reasonable steps to ensure that qualified applicants and employees shall have an equal opportunity to compete for advertised or in-house positions for employment. Applicants and employees shall be treated fairly without regard to race, color, religion, sex, age, disability, or national origin. Equitable treatment shall include, but not be limited to employment, upgrading or promotion, rates of pay increases or other forms of compensation, and selection for training or enrollment in apprenticeship programs.

C. CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor shall submit with its proposal a Certification of Nonsegregated Facilities. All requests to sublet or assign any portion of this contract, at any level, shall be accompanied by evidence of this certification in all subcontract agreements.

D. SUBMITTAL REQUIREMENTS

1. Certificate of non-segregated facilities: Contractor shall submit with proposal, each subcontractor shall submit when work is sublet.
2. Professional and Technical Workforce Data Form: Contractor is encouraged to submit with proposal, each Subcontractor is encouraged to submit the form when work is sublet.
3. Subcontractors Participation Form: Check the appropriate box indicating the firm who will perform the work of the contract. Submit the completed form with the proposal documents.

CERTIFICATION OF NONSEGREGATED FACILITIES

The contractor certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of contractor's establishments.

The contractor further certifies that none of the contractor's employees are permitted to perform their services at any location under the contractor's control during the life of this contract where segregated facilities are maintained. The contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

The contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to Contract Compliance Division.

NON-COLLUSION & DEBARMENT AFFIDAVIT

State of Washington, County of _____

As an authorized representative of the firm of _____, I do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

I further acknowledge that by signing the signature page of the proposal, I am deemed to have signed and have agreed to the provisions of this affidavit.

Note: Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

"A suspending or debaring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549..." (49CFR Part 29 Section 29.215)

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project.

BY: _____ DATE: _____

TITLE: _____

SUBCONTRACTORS PARTICIPATION FORM FOR PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICE PSAS

Check appropriate statement below:

- Our firm will perform all contracted scope of work tasks.**
- Our firm will subcontract a portion of the work tasks.** The following firms were contacted and will be utilized in the performance of the work as indicated below.

List all potential subcontracting firms. Do not mark "N/A" unless the Bidder will perform all work or provide all supplies or services for this contract.

Firm Name/Address/Phone	Work Item(s) Solicited	Proposal Amount	Awarded? (yes/no)

1. List full name, address, and phone number of each firm listed to be utilized.
2. List specific work to be accomplished, supplies to be furnished and the amount proposed for each subcontract.
3. Contact the Pierce County Contract Compliance Officer at (253) 798-7250 if you have questions.

BY: _____ DATE: _____

TITLE: _____ PHONE: _____

Revised (6/99)

PERSONNEL WORKFORCE DATA FORM

FIRM NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE _____

PROJECT _____

PROJECT # _____

CONTRACT WORK HOURS (if applicable) _____

TYPE OF SERVICE PROVIDED _____

CONTRACTORS AGGREGATE WORK FORCE – if you need additional space, photo copy this section and attach it to this form.

OCCUPATION	TOTAL EMPLOYED		TOTAL MINORITY		NATIVE AMERICAN		ASIAN		BLACK		HISPANIC		APPRENTICE/ TRAINEE	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Management														
Professionals														
Technicians														
Administrative														
Other														
TOTALS														

REQUIRED SIGNATURE PAGE FOR PROPOSAL

I, the undersigned, having carefully examined the Request for Qualifications, propose to furnish services in accordance therewith as set forth in the attached proposal.

I further agree that this proposal will remain in effect for not less than sixty (60) calendar days from the date that proposals are due, and that this proposal may not be withdrawn or modified during that time.

I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any Contractor or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

In order to induce the County to consider this proposal, the proposer irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce County, and proposer further promises that it will not in the future directly or indirectly induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce County.

ADDENDA: Firm acknowledges receipt of add addenda through number _____

Firm Name: _____

Signature: _____

Printed Name and Title: _____

Firm Address: _____

Email: _____ Phone Number: _____

MAIN CONTACT INFORMATION, if different than named above:

Printed Name and Title: _____

Email: _____ Phone Number: _____

ATTACHMENT A - INSURANCE

The Contractor shall, at the Contractor's own expense, maintain commercial general and professional liability insurance, with an insurance carrier licensed or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined below. The Contractor's professional liability insurance shall include errors and omissions insurance providing \$2,000,000.00 in coverage with not greater than a \$50,000.00 deductible for all liability which may be incurred during the life of this contract.

Coverage shall be provided under a comprehensive general and automobile liability form of insurance, such as is usual to the practice of the insurance industry, including, but not limited to all usual coverage referred to as:

Personal Injury--including coverage A, B and C

Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles.

Limits of liability shall equal or exceed:

<u>Coverages</u>	<u>Limits of Liability</u>
Commercial General Liability:	
Bodily Injury Liability and Property Damage Liability Insurance	\$2,000,000 each occurrence \$4,000,000 aggregate

Commercial Automobile Liability:

Bodily Injury Liability and Property Damage Liability Insurance \$2,000,000 each occurrence

OR combined single limit coverage of \$2,000,000

Pierce County shall be named as an additional insured on all required policies and such insurance as is carried by the Contractor shall be primary over any insurance carried by Pierce County. The Contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution.

Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.

In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished Pierce County prior to the date of cancellation, change or nonrenewal, such notice to be sent to the Pierce County Risk Manager, 955 Tacoma Ave South, Suite 303, Tacoma, WA 98402.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.