



# **KITSAP COUNTY PUBLIC WORKS SEWER UTILITY DIVISION**

## **REQUEST FOR QUALIFICATIONS 2024 – 035**



### **Suquamish Treatment Plant (STP) Improvements Engineering Services**



## Table of Contents

Section 1. Background ..... 3

    1.1 Introduction..... 3

Section 2. Project Overview ..... 3

    2.1 Project Site and Location ..... 3

    2.2 Project Scope History..... 4

    2.3 Project Budget and Funding..... 5

    2.4 Project Schedule ..... 6

    2.5 RFQ Intent..... 6

Section 3. Engineering Services ..... 6

    3.1 General ..... 6

    3.2 Fiscal Planning and Funding Procurement Services..... 7

    3.3 Permitting Planning ..... 7

    3.4 Delivery Method Analysis ..... 7

Section 4. Procurement Process ..... 8

    4.1 Communications ..... 8

    4.2 Procurement Schedule ..... 8

    4.3 In Person Interviews..... 8

Section 5. SOQ Submission Requirements ..... 9

    5.1 Submittal Place and Deadline ..... 9

    5.2 Submission Format..... 9

    5.3 Submission Content..... 9

Section 6. SOQ Evaluation and Firm Selection ..... 12

    6.1 General ..... 12

    6.2 SOQ Evaluation Criteria (Step 1)..... 13

    6.3 Interviews of Shortlist (Step 2) ..... 13

    6.4 Firm Selection..... 14

RFQ Attachment A..... 14

## Section 1. Background

### 1.1 Introduction

The Kitsap County Sewer Utility (Owner) is requesting Statements of Qualifications (SOQs) from prospective Wastewater Design Firms for consulting services including strategic planning, funding, permitting, and preliminary design services for the Suquamish Treatment Plant (STP) Improvements Project (Project). Section 4 (Procurement Process) provides the intended timeline from RFQ Submission to Intent to award Contract. This Request for Qualifications (RFQ) invites SOQs to be submitted by Respondents according to the requirements set forth in this RFQ including the format and content guidelines in Section 5 (SOQ Submission Requirements) and Section 6 (SOQ Evaluation and Firm Selection).

## Section 2. Project Overview

### 2.1 Project Site and Location

The Suquamish Treatment Plant is located on the Kitsap Peninsula, west of Seattle across Puget Sound at 18000 Division Ave NE, Suquamish WA 98392, west of Port Madison Bay between SR 305 NE and Miller Bay Rd. The approximate location of the site is shown in Figure 1.

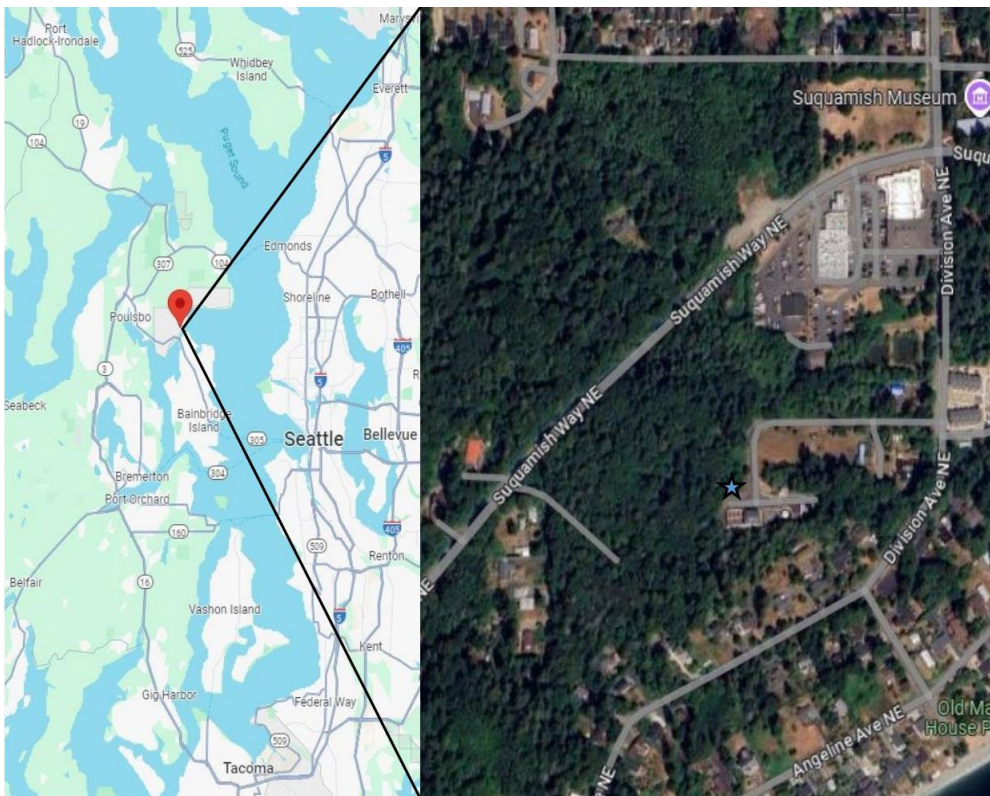


Figure 1. Approximate Project Site Location



## 2.2 Project Scope History

The Suquamish WWTP (STP) was constructed as an activated sludge process in 1975 but was reconstructed as a Sequencing Batch Reactor (SBR) system in 1997. A rotary drum thickener (RDT) system, thickened sludge storage tank (TSST), and sludge loadout facility were constructed in 2017. The plant was designed for a maximum monthly flow rate of 0.4 MGD and a peak flow of 1.0 MGD. The plant is accessed via a driveway that is shared with a homeowner from Division Ave NE. The 7.6-acre lot is bordered by residential homes on the east, south and west sides, and an undeveloped lot owned by the Suquamish Tribal Housing Authority to the north. The lot has frontage along Purves Ave NE, but this portion of the site has not been developed and is heavily wooded and includes moderate slopes.

Plant treatment processes include preliminary screening and grit removal, biological treatment in two Sequencing Batch Reactors (SBRs), an Equalization Basin and Ultraviolet (UV) disinfection. Waste activated sludge (WAS) is thickened with a rotary drum thickener, stored in the TSST, and sent to the Owner's Central Kitsap WWTP for further treatment and disposal. Treated effluent from the STP is discharged to Port Madison of the Puget Sound in accordance with the NPDES Permit. This facility is not permitted through the department of Ecology, rather the EPA, as it resides in the territory of the Suquamish Sovereign Nation.

In July of 2022, the Owner published an RFQ for the Suquamish WWTP Piping Improvement Project and contracted with CONSOR (then Murraysmith) to design the following scope elements. These elements were considered emergent at the time, and classification of need has not changed for the following elements.

- Replacement of Recirculation process piping.
- Replacement flow control valves and actuators.
- Evaluation of influent rotary screen replacement.
- Repair of equalization basin and aerated sludge storage tank (TSST).
- Replacement of the process building drain piping.
- Evaluation of a temporary bypass system to provide treatment during construction.

The design of piping improvements progressed to roughly 30%, and a draft preliminary design report was written. Also developed was an NFPA 820 Technical Memorandum summarizing facility improvements needed to remain in compliance for industrial facilities, structural assessment report, and Matterport scan.

After reviewing the NFPA Tech Memo, and further evaluating the need for redundant systems and the lost capital associated with full plant bypass operations, additional design scope was proposed to capture the following elements:

- An influent equalization (EQ) basin and associated pumps/piping designed to allow the WWTP to be operated with only one SBR basin, providing ability to bypass portions of the process piping for replacement and meet Ecology redundancy criteria. Design coordinated to account for future upgrade to an aerated granular sludge process in the existing SBR configuration.
- New screen channels, grit tank, and associated odor control



- Replacement of the fire alarm system in the Process Building
- Replacement of the combustible gas detection system in the Process Room
- Extension of water main to provide fire hydrant protection for the WWTP buildings.
- Access improvements to meet Fire Code and associated stormwater drainage improvements.
- Ventilation upgrades in the Pump/Blower Room and replacement in the Process Room.
- Geotechnical Evaluation of the site for subsurface tank installation and dewatering analysis.
- Perform Lift Station 53 and 54 hydraulic model and develop pre-design alternatives for eventual replacement of the pump stations so that the future design flow into the WWTP can be refined.

The expanded scope was beyond the project budget and further design efforts were directed to stop until additional funding and/ or reprioritization of project improvements could be determined. Full discussion of CONSOR Engineering's preliminary design work, additional plant improvement concepts discussed, and potential solutions considered, are discussed in RFQ Attachment A - Suquamish WWTP Improvements Design-to-date-Summary Memorandum.

Documents made available to Respondents via the Kitsap County Website (see RFQ 2024-035 Structural Assessment Report) are for the purpose of illustrating the scope and scale of the project based on its current definition. The Owner is providing these documents only for the purpose of informing SOQ development and does not confer a license or grant for any other use.

### **2.3 Project Budget and Funding**

The 2013 Draft Preliminary Design Report Opinion of Probable Cost (OPPCC) Class 5 Estimate, prepared by CONSOR Engineering (Included as Table 4-6 of the Technical Memorandum), totaled a \$10.2 M Design and Construction Project. This did not include work associated with Lift Stations 53 and 54, which are estimated to add an additional \$7M and \$7.2M respectively. Nor did this price include the additional scope items.

Kitsap County Sewer's draft 2025-2030 (6-year) Capital Facility Plan (CFP) totals \$193M, with \$10.5 M currently allocated for design and construction of the Suquamish Treatment Plant Improvements project. The draft 2025-2044 CFP totals \$460M. The County Sewer Utility is currently undergoing a cost of services analysis, as part of the final stages of completing our Sewer Utility General Plan, to forecast needed utility rates to fund the 6-year and 20-year Capital Facility Plans. The current rate strategy is still under discussion with the Board of County Commissioners and is expected to be finalized and effective January 1<sup>st</sup> 2026. Initial discussions have been clear from elected officials that rate increases are not the ideal solution, and the County Sewer Division will need to be strategic in how they deliver the CFPs. There is a clear need to pursue strategic and creative financing opportunities through partnerships, programs, and other options that the Owner may be unexposed to.

This project is anticipated to be funded through a combination of low interest State Revolving Funds (SRF), County Sewer Capital Funds, and other strategic funding opportunities to provide



the capital funding needed for the Project. WIFIA funding is not currently being thought of as a funding option as the current interest rates are no longer competitive in comparison to other funding options. However, the chosen design firm will be responsible for assisting the Owner in identifying applicable funding opportunities that this project would be eligible for. The location of the Facility is within tribal territory and may also be eligible for alternative funding opportunities.

## 2.4 Project Schedule

The nature of improvements needed at the Suquamish Treatment Plant are considered emergent. Several of the plant components, specifically the process piping and headworks, are nearing failure without ability to repair given the plant's overall lack of equipment systems redundancy, and use of customized piping.

This contract and scope of work in Section 3, is envisioned to be completed within a 6-month timeframe once formally awarded.

## 2.5 RFQ Intent

The Suquamish Treatment Plant is in need of major and minor upgrades to maintain an operational facility. There is also a need to be cognizant of future regulatory permit requirements for nutrient removal. Therefore, any designed improvements for the facility should not restrict the Owner's ability to further improve/build upon the systems of the facility.

The intention of this RFQ is to solicit for a designer to assist the Owner in strategically aligning the needs of the Suquamish Treatment Plant Facility with realistic funding capabilities of the Sewer Capital Budget. This partner will also assist with identifying strategic funding opportunities and defining regulatory permit hurdles that would surface during funding acquisition and/or cause significant delay in project execution. This partner will also assist the Owner in determining the most appropriate project delivery method to execute the design and construction of the defined improvements. The result of this preliminary design contract will yield a fully developed, and well defined design scope for needed improvements at the Suquamish Treatment Plant, that can be executed within the Owner's budget, and on an expedited timeline. Section 3 – Engineering Services, provides preliminary extent of intended deliverables and scope that will be built into the advertised contract once awarded.

# Section 3. Engineering Services

## 3.1 General

The final detailed scope and budget of this contract will be negotiated with the selected consultant. The main elements will include the following:

- Review conclusions of Technical Memorandum (Included in RFQ Attachment A) and further evaluate to determine needed plant improvements for Owner's consideration. Alternatives are expected to utilize past work as a basis for consideration and incorporate new approaches as applicable.
  - Review of site conditions and existing facilities.



- Acquire needed data from Owner.
- Provide concurrence with commentary in Attachment A, or reasoning why recommendations may not be a reasonable consideration to be explored further.
- Develop a project scope for future design contract.
- Create a potential project schedule to illustrate phasing of selected improvements.
- Upon selection of final project scope with Owner; compile work to date, final scope for future design contract, and Process and Improvement Diagram in a technical memorandum.

### **3.2 Fiscal Planning and Funding Procurement Services**

Develop a realistic funding strategy that identifies applicable funding opportunities, incorporates County Capital Budget, and identifies what is needed to successfully apply for identified funding sources.

- Identify grant/loan opportunities with associated preliminary requirements.
  - Opportunities for Tribal Partnerships, Bonds, funding matches, narratives, letters of support, reports, studies, agreements, % completion of project design, etc.
- Develop timelines for all preliminary requirements, accounting for Owner approval processes as applicable.
- Develop funding schedule for grant/loan application deadlines and subsequent accounting requirements. Permitting requirements for federal funds must be considered.
- Develop final Funding Plan/Memorandum.

### **3.3 Permitting Planning**

Identify all permit requirements associated with funding sources and improvements based upon selected scope.

- Outreach requirements.
- Involved agencies.
- Lead agency requirements.
- Identify emerging permit challenges.
- Identify path forward to navigate permit requirements, inclusive of any preliminary study or site assessment requirements.
- Permitting and funding will be interrelated.
- Develop final Permitting Plan/Memorandum.

### **3.4 Delivery Method Analysis**

Once a project scope is agreed upon with the Owner, analysis of appropriate delivery method needs to be established.

- Evaluate project candidacy for alternative delivery methods including but not limited to Performance Based Development (PBD), General Contractor/Construction Manager (GCCM), and Design Bid Build (DBB), and which is most appropriate.



## Section 4. Procurement Process

### 4.1 Communications

To be considered as a responsive bidder, submittals must be received by Kitsap County staff **no later than 2:00 PM PST Monday December 2<sup>nd</sup>, 2024.**

Submit SOQ packet to:

Mail:

Glen S. McNeill  
Purchasing Dept Supervisor  
Kitsap County Purchasing Office  
614 Division Street, MS-7  
Port Orchard, WA 98366

Courier/Hand Deliver:

Glen S. McNeill, Purchasing Supervisor  
Kitsap County Administration Building  
Purchasing Office – 4th Floor.  
619 Division Street  
Port Orchard, WA 98366

### Project Questions

Direct specific project questions to: Glen McNeill, Purchasing Supervisor, Email address: [Purchasing@co.kitsap.wa.us](mailto:Purchasing@co.kitsap.wa.us)

The Kitsap County Purchasing Office will act as the sole point of contact for this RFQ and will administer the RFQ process. Respondents are requested to review this RFQ carefully and to submit any questions concerning this RFQ, the Owner's requirements, or the SOQ evaluation process to the Purchasing Office.

Questions from Respondents must be received by the Owner's Procurement Contact no later than the Deadline for Questions specified in Section 4.2 (Procurement Schedule). The County will provide answers to questions via Addenda as outlined in section 4.2.

### 4.2 Procurement Schedule

The current procurement schedule is as follows:

- Publish RFQ October 28, 2024
- Deadline for Questions November 11, 2024, at 3:00 PM (local time)
- Addendum issued for Questions November 22, 2024, at 3:00 PM
- SOQ Submission Date December 2, 2024, at 3:00 PM (local time)
- Notice of Shortlist Selection for Interviews December 4, 2024
- In Person Interviews December 12, 2024
- Notice of Firm selection December 16, 2024
- Initial Scope Submission from selected Firm January 13, 2024

### 4.3 In Person Interviews

Owner will conduct a mandatory, scored, In-Person Interview Meeting at the date and





time listed in Section 4.2 (Procurement Schedule). The address for the in-person interviews will be at the Public Works Annex located at SW Imperial Way 8600, Bremerton, WA 98312. Each interview will last no longer than one hour. Additional information regarding time slots and format of interview will be published with notification of shortlist selection.

## Section 5. SOQ Submission Requirements

### 5.1 Submittal Place and Deadline

To be considered as a responsive bidder, submittals must be received by Owner **no later than the SOQ Submission Date**, addressed to the Owner's Procurement Contact in Section 4.1 (Communications).

Clearly mark submittal and any packaging (boxes or envelopes) with the name and address of the Respondent and "Kitsap County Suquamish Treatment Plant Improvements Project, **RFQ 2024-035**."

### 5.2 Submission Format

Provide submittal in Adobe Acrobat format (PDF) on a USB flash drive. The PDF shall be searchable and contain bookmarks for each section listed in Section 5.3 (Submission Content).

Submittals shall be limited to a maximum of twenty (20) 8½ x 11 pages, not including the Cover/Title page (limited to one page), Table of Contents (limited to one page), and Appendices. **Submittals over the maximum page size limit will not be considered.** The SOQ may include up to two 11 x 17 trifold format: each 11 x 17 counts as one page.

### 5.3 Submission Content

The content requirements set forth in this RFQ represent the minimum content requirements for the SOQ. It is the Respondent's responsibility to include information in its SOQ to present all relevant qualifications and other materials. The SOQ, however, should not contain standard marketing or other general materials. It is the Respondent's responsibility to modify such materials so that only directly relevant information is included in the SOQ.

The SOQ must include the following information in the order listed:

- Cover/Title Page (*limited to one page*)
- Table of Contents (*limited to one page*)
- Part 1 – Executive Summary
- Part 2 – Firm Profile
- Part 3 – Project Team Structure and Key Personnel
- Part 4 – Relevant Project Experience
- Part 5 – Respondent's Approach to Executing Project  
(*Parts 1-5 limited to twenty pages total*)



- SOQ Appendix A (Resumes) *(limited to two pages per individual)*

### **5.3.1 Cover/Title Page**

Cover or Title Page of SOQ shall include the RFQ number; Project name; name of Respondent; Respondent's contact information including name of contact person, address, e-mail address, and telephone number, name of Principal in Charge, and date.

### **5.3.2 Part 1 – Executive Summary**

The executive summary must include a concise overview of the key elements of the SOQ. The executive summary shall not be used to convey additional information not provided elsewhere in the SOQ.

### **5.3.3 Part 2 – Firm Profile**

A detailed and complete description of the Respondent's profile information must be provided in Part 2 of the SOQ. Required information applies to the Respondent and in the case of a joint venture, each member of the joint venture must provide requested information. The Respondent's profile must include the following information:

- **General Information.** Provide general information about the Respondent, such as date of establishment, lines of business and service offerings, locations of home and other offices, number of employees (professional and non-professional), years in business, and evidence of required license(s), and other information deemed necessary.
- **Project Office(s) Location(s).** Identify where the Respondent intends to maintain its project office(s) and the location where the design work will be performed.

### **5.3.4 Part 3 – Project Team Structure and Key Personnel**

Describe the structure and management of the Respondent's Project Team.

- Include organizational chart identifying all Key Personnel (and their firm affiliations) and showing reporting relationships of all Key Personnel (along with their firm affiliations). Minimum Key Personnel include (alternative titles acceptable):
  - Project Manager
  - QA/QC Lead
  - Process Design Lead
  - Permitting Lead
  - Funding Lead

Respondents may identify additional personnel they deem to be critical to project success. Identify the firm affiliation of each proposed personnel on the organizational chart. While Owner may determine to score a select number of Key Personnel, the



overall strength of the Project Team will be considered in the evaluation.

- Describe Key Personnel individual qualifications including experience and technical competence and how it aligns with their proposed roles. The level of description of Key Personnel qualifications can vary at the discretion of the Respondent. Also indicate the extent of involvement of the individuals proposed for the Project Services and affirm that they are not committed beyond their availability for other projects.
- Provide resumes for all Key Personnel in SOQ Appendix A (Resumes).

#### **5.3.5 Part 4 – Relevant Project Experience**

In general, this part of the SOQ should demonstrate Respondent's capabilities and approach in managing, performing, and completing Projects of Similar Scope and Complexity. The description should address Respondent's experience with wastewater plant design and optimization of existing facilities, permitting assistance, funding assistance, value engineering, ensuring quality of design work, meeting schedules, facilitating cooperation with other members of the project team and third-party interests, and responsiveness to Owner's requests.

Owner staff or advisors reserve the right to contact references and obtain information on representative and Reference Projects to confirm the information provided by Respondent. The Respondent's score on this section may be impacted by the inability to contact and verify references.

#### **5.3.6 Part 5 – Respondent's Approach to Executing Project**

This part of the SOQ is intended to include a description of Respondent's overall approach to maximizing the intent of the RFQ, Section 2.5 with the listed services in Section 3. Respondent shall describe its approach to executing the work to meet an expedited schedule and budget.

#### **5.3.7 SOQ Appendix A (Resumes)**

SOQ Appendix A (Resumes) must include resumes for all Key Personnel in SOQ, per requirements of 5.3 of this RFQ.



## Section 6. SOQ Evaluation and Firm Selection

### 6.1 General

As briefly described in Section 1.1 (Introduction), the Firm will be selected utilizing a two- step process. Step 1 is to evaluate responsive SOQs to determine the SOQ Score and shortlist the highest scoring Respondents (Shortlisted Respondents) to continue in the selection process. Step 2 is to conduct and score Interviews of the shortlisted candidates (which will include an assessment of experience and qualifications) and evaluate. Owner intends to select the Shortlisted Respondent with the highest Final Score as the design Firm for this contract. The distribution of the scores for the two steps is as follows:

- Step 1: SOQ Score – Maximum 100 points
- Step 2: Interview Score – Maximum 50 points.

The SOQs and Interview will be reviewed and evaluated by the Owner according to the requirements and criteria outlined in this document. During the evaluation process, written questions or requests for clarifications may be submitted to one or more Respondents regarding the submitted SOQ or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of a Respondent from further consideration.

The County shall negotiate with the highest scored Consultant, as determined by evaluation of the SOQ responses and interviews. If the County is unable to reach agreement with the highest ranked firm, it may negotiate with the second highest ranked firm, proceeding in turn to each firm, in order of rank, until a Contract is executed. A sample of the Kitsap County Contract for Professional services is appended to this RFQ in Attachment A - Sample Contract Standard Provisions

All rights, titles to and ownership of data, material, and documentation resulting from this project and/or prepared for the County pursuant to this contract shall remain with the County.

The County will not be considered liable or obligated to the selected consultant(s) for all phases of this project in the event that the contract between the County and the aforementioned granting agencies is terminated for any reason.

All consultants, and any sub-consultants, must comply with any and all applicable laws, statutes, ordinances, rules, regulations, and/or requirements of federal, state, and local governments and agencies thereof, which relate to or in any manner affect the performance of this agreement. Those requirements imposed upon the County as a pass-through recipient of state funds are thereby passed along to the consultant and any sub-consultants.



All consultants and any sub-consultants must carry adequate insurance coverage and must affirm being an equal opportunity employer with an affirmative action plan. Consultant(s) shall further certify that it will comply with the provisions of the Americans with Disabilities Act. Disadvantaged Business Enterprises (DBE) is encouraged to apply.

While previous experience with Kitsap County Public Works projects is considered an asset, it is not being used as a selection criterion.

### 6.2 SOQ Evaluation Criteria (Step 1)

The Owner’s selection committee will evaluate the responsive SOQs that satisfy the minimum requirements by applying the comparative evaluation criteria set forth in Table 3.

<b>Table 3. Evaluation Criteria and Points for Statements of Qualifications</b>	
<b>Evaluation Criteria</b>	<b>Points</b>
Cover/Title Page	Evaluated for responsiveness
Part 1 – Executive Summary	Evaluated for compliance
Part 2 – Firm Profile	Evaluated for compliance
Part 3 – Project Team Structure and Key Personnel	30
Part 4 – Relevant Project Experience	30
Part 5 – Respondent’s Approach to Executing Project	40
SOQ Appendix A (Resumes)	Scored as portion of Part 3 and Part 4
<b>Total for Statement of Qualifications (Maximum SOQ Score):</b>	<b>100</b>

The selection committee will determine the SOQ Score based on Table 3. Respondents with the highest SOQ Score will be selected for the Shortlist and invited to continue with Step 2 of the selection process by participating in an in-person interview. Up to three Respondents will be selected for Step 2.

### 6.3 Interviews of Shortlist (Step 2)

The Interview will consist of a presentation by the Respondent and a question-and-answer session with the Owner’s selection committee. Prior to the Interview, the Owner intends to provide Shortlisted Respondents with a list of questions to respond to in the Interview.

It is anticipated that Shortlisted Respondents will be rated based on the evaluation



criteria in Table 4.

<b>Table 4. Evaluation Criteria and for Interview</b>	
<b>Criteria</b>	<b>Description</b>
Presentation Quality	Overall quality of presentation given by Respondent including the presentation material, adequacy of content, and organization of material.
Enhancement of Qualifications	Demonstration of tools, processes, and/or other unique components that would allow Respondent to better meet Owner’s goals and objectives of project.
Experience and Qualifications	Summarize pertinent experience and qualifications of the firm and Key Personnel.
Specific Questions	Thoroughness and insight in providing direct and clear answers to the questions asked. Consideration should also be given to responses to any questions Respondent was not provided in advance of Interview.
Communication	Demonstration of interpersonal communications between team members and the Owner’s selection committee and/or Interview panel. Quality of questions asked by the Respondent.

The Interview Score may be up to 100 points and will be added to the SOQ Score to determine a Final Score for each Shortlisted Respondent.

### 6.4 Firm Selection

The Shortlisted Respondent with the highest Final Score (total possible 200 points) resulting from the selection committee’s combined scoring of the Interview Score and SOQ Score will be selected to enter into Contract with the County.

## RFQ Attachment A Project Background Documents

Respondents shall review Project background documents to support SOQ development. The Owner may also provide additional Project background documents from time to time with new information via Addenda to the RFQ.

Background documents are accessible from the Kitsap County Website hosted by the Owner. Respondents may access the site by clicking this link <https://www.kitsapgov.com/das/Pages/Online-Bids.aspx>. The following documents are available:

- Sample Contract Standard Provisions
- Suquamish Wastewater WWTP Improvements Design-to-date Summary Memorandum (CONSOR, 2024)
- Structural Assessment Report (E&G Engineering, 2023)

**EXHIBIT A  
SAMPLE CONTRACT**

**CONTRACT NO. [Contract Number]  
Professional Services Contract**

This Professional Services Contract (“Contract”) is between Kitsap County, a Washington state political subdivision, having its principal offices at 614 Division Street, Port Orchard, Washington 98366 (“County”) and [Contractor Name], a [Contractor Type] having its principal offices at [Contractor Addr] (“Contractor”).

In consideration of the terms and conditions of this Contract, the parties agree as follows:

**SECTION 1. TERM AND EFFECTIVE DATE**

1.1 The Contract will become effective [Contract Start Date] and terminate [Contract End Date], unless terminated or extended. The Contract may be extended for additional consecutive terms at the mutual agreement of the parties, not to exceed a total of [Contract Length]. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

**SECTION 2. SERVICES**

2.1. Scope of Work. The Contractor shall provide all “Services” identified in Attachment A: (Scope of Work), which is incorporated herein by reference. The Contractor shall provide its own equipment, labor, and materials.

2.2. Contract. “Contract” means this Contract and any exhibits, amendments, and solicitation documents accepted by the County, and Attachments A (Scope of Work), B (Compensation)[List Additional Attachments, if any]. All such documents are incorporated herein in full by this reference.

2.3. Personnel. The Contractor shall have and maintain complete responsibility for its Personnel. “Personnel” means Contractor and Contractor’s employees, subcontractors, volunteers, interns, agents, and any other person utilized by the Contractor directly or indirectly or through third parties to perform any Services under the Contract. The Contractor shall promptly remove any Personnel performing Services on request from the County Representative.

2.4. Standards. The Contractor warrants that i) Contractor has the qualifications, knowledge, experience, skills, and resources necessary to provide all Services; ii) all Services shall be provided by Personnel experienced in their respective fields and in a manner consistent with the standards of care, skill, diligence, and knowledge commonly possessed and exercised by experienced professionals in the same discipline in the same or similar circumstances; and iii) all Services shall be performed to the County’s reasonable satisfaction and according to the schedule agreed to by the parties.

2.5. Communication. The Contractor shall keep the County informed of the progress of the Services in the manner, method, and intervals requested by the County.

### **SECTION 3. COMPENSATION AND PAYMENT**

- 3.1. Compensation. The maximum amount of compensation paid under the Contract by the County shall not exceed \$[Contract Amount]. A description of the compensation is provided in Attachment B: Compensation, which is incorporated herein by reference.
- 3.2. Invoice. The Contractor will submit one (1) invoice to the County per month for payment of Services completed to date, unless otherwise provided herein. Each invoice shall identify the Services performed, dates performed, and any other information requested by the County.
- 3.3. Payment. The County will make reasonable efforts to pay the Contractor within thirty (30) days from the date the County receives a complete and correct invoice, unless otherwise provided herein. All funds disbursed to the Contractor will be processed by Direct Deposit via Automated Clearing House (ACH), unless otherwise agreed to by the parties.
- 3.4. Insurance/W-9 Compliance. All payments are expressly conditioned upon the Contractor's compliance with all insurance requirements and submission of a current IRS W-9 form to the County. Payments may be suspended in full in the event of noncompliance. Upon full compliance, payments will be released to the Contractor unless otherwise provided herein.
- 3.5. Restrictions. The Contractor will only be entitled to receive payment for Services expressly authorized in the Contract, and received during the Contract term and accepted by the County. The Contractor acknowledges oral requests and approvals of additional services or additional compensation are prohibited and unenforceable. Advance payments are not authorized.

### **SECTION 4. TERMINATION**

- 4.1. For Convenience. The County may terminate the Contract, in whole or in part, without penalty, for any reason or no reason, with ten days prior notice to the Contractor.
- 4.2. For Funding issues. If any funding for Services is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the Contract becomes effective, the County may: (1) accept a decreased price offered by the Contractor; (2) terminate the Contract; or (3) terminate the Contract and re-solicit the requirements.
- 4.3. Termination for Default. The County may immediately terminate the Contract, in whole or part, due to the failure of the Contractor to comply with any Contract term or condition, or to make satisfactory progress in performing the Contract, subject to the provisions of 11.1, or if the County determines the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity. The Contractor shall immediately notify the County if the Contractor becomes suspended or debarred.



- 4.4. Procedures. Upon receipt of notice of termination, the Contractor shall stop all Services as directed in the notice, notify Personnel of the termination date, and minimize further costs. All goods, materials, documents, data, and reports prepared by the Contractor under the Contract shall become the property of, and delivered to, the County on demand. A final payment will be made to the Contractor only for Services performed and accepted by the County through the effective date of termination. No costs incurred after the effective date of the termination will be paid.

## **SECTION 5. INDEMNIFICATION**

- 5.1. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively "Indemnitees") from and against all Claims resulting from or arising out of the performance of the Contract, whether such Claims arise from the acts, errors, or omissions of the Contractor, its Personnel, third parties, or Kitsap County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors, or omissions any of them may be liable. It is the specific intent of the parties that the Indemnitees shall, in all instances, except Claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by the Contractor from and against any and all Claims.
- 5.2. With regard to any Claim against any Indemnitee by any of the Contractor's Personnel, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or Contractor's Personnel under workers compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, the Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) and acknowledges this waiver was mutually negotiated by the parties.
- 5.3. Architectural, Landscape Architectural, Engineering, or Land Surveying Services. Should a court of competent jurisdiction determine the Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and agents, the Contractor's liability hereunder, including the duty and cost to defend, will be only to the extent of the Contractor's negligence.
- 5.4. Claim. "Claim" means all losses, claims, suits, actions, liabilities, damages, demands, judgments, settlements, expenses, fines, or other liabilities of any kind or nature whatsoever, including without limitation, all costs including costs of Claim processing, investigation, reasonable attorneys' fees, and damages, for any personal or bodily injury, sickness, disease, disability, or death, or loss or damage to tangible or intangible business or property, including the loss of use. Claim includes any infringement of copyright, patent, trademark, or other proprietary rights of any third parties arising out of Contract performance or use by the County of materials furnished or work performed under the Contract.

- 5.5. Obligations/Notice of Claim. The County will provide the Contractor notice of the assertion of liability by a third party that may give rise to a Claim by County against the Contractor based on the indemnity contained herein. The Contractor shall respond to the County's tender of defense of a claim in writing within fourteen (14) calendar days from the notice date, and will advise the County if the Contractor accepts or denies tender of the claim. The County may in its discretion withhold all or part of any payment due the Contractor under the Contract until the Contractor responds to such notice. The Contractor shall keep the County timely and fully informed through all stages of the defense and promptly respond to and comply with County's requests for information. The County at all times reserves the right, but has no obligation to participate in the defense and settlement of any Claim. Such participation shall not constitute a waiver of the Contractor's indemnity and defense obligations under the Contract. The Contractor shall not settle or compromise any Claim in any manner that imposes any obligations upon the County without the prior written consent of the County. The Contractor shall promptly advise the County of any occurrence or information known to the Contractor that could reasonably result in a Claim against the County. The violation of any provisions of this Section, including improper refusal to accept tender, is a material breach.

## **SECTION 6. INSURANCE**

- 6.1. Minimum Insurance Required. The Contractor and its subcontractors, if any, shall procure and maintain, until all of the Contract obligations have been fully discharged, including any warranty period, all insurance required in this Section with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than "8", with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in this Section, or the limits available under the policies maintained by the Contractor without regard to the Contract, whichever is greater.
- 6.2. Professional Liability. Not less than \$1,000,000 per claim and \$2,000,000 annual aggregate. Coverage will apply to liability for professional error, act or omission arising out of or in connection with the Contractor's Services under the Contract. The coverage shall not exclude bodily injury, property damage or hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such Services are rendered under the Contract.
- 6.3. Commercial General Liability ("CGL"). Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent contractor liability, and stop gap/employer's liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required herein, without the prior written approval of the County. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by the Contract.
- 6.4. Automobile Liability.
- Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.

- Not less than \$100,000 per occurrence and \$300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.
  - Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.
- 6.5. Umbrella or Excess Liability. The Contractor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest "Each Occurrence" limit for either CGL or Automobile Liability. The Contractor agrees to an endorsement naming the County as an additional insured as provided in this Section, unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- 6.6. Workers' Compensation and Employer Liability. If applicable, the Contractor shall maintain workers' compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Contractor's Personnel eligible for such coverage. If the Contract is for over \$50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than \$1,000,000.
- 6.7. Primary, Non-Contributory Insurance/Subcontractors. The Contractor's and its subcontractors' insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the County will be excess and not contributory to such insurance policies. All Contractor's and its subcontractors' liability insurance policies must be endorsed to show as primary coverage. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein.
- 6.8. Review of Policy Provisions. Upon request, the Contractor shall provide a full and complete copy of all requested insurance policies to the County. The County reserves the right without limitation, but has no obligation to revise any insurance requirement, or to reject any insurance policies that fail to meet the requirements of the Contract. The County also has the right, but no obligation to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. The County has the right to request and review the self-insurance retention limits and deductibles, and the Contractor's most recent annual financial reports and audited financial statements, as conditions of approval. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver, of its obligation to maintain all the required insurance at all times as required herein.
- 6.9. Waiver of Subrogation. In consideration of the Contract award, the Contractor agrees to waive all rights of subrogation against the County, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should the Contractor enter into a waiver of subrogation on a pre-loss basis.

- 6.10. Additional Insured, Endorsement and Certificate of Insurance. All required insurance coverage, other than the workers' compensation and professional liability, shall name the County, its elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by Contractor and its subcontractors. Endorsement is not required if the Contractor is a self-insured government entity, or insured through a government risk pool authorized by Washington State.

The Certificate of Insurance and endorsement shall identify the Contract number and shall require not less than thirty (30) days' prior notice of termination, cancellation, nonrenewal or reduction in coverage. At the time of execution, the Contractor shall provide the Certificate of Insurance, endorsement, and all insurance notices to: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, Washington 98366.

- 6.11. General. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees, or agents. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer's liability.
- 6.12. Claims-Made. If the Contractor's liability coverage is written as a claims-made policy, the Contractor shall purchase an extended-reporting period or "tail" coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Contract.

## **SECTION 7. NOTICE AND CONTRACT REPRESENTATIVES**

- 7.1. Any notices, demands and other communications required by the Contract will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Contract Representative at the address below. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three (3) days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day. Each party will designate a "Contract Representative", which may be changed by providing fifteen (15) days prior notice to the other party.

### County's Contract Representative

Name: [County Rep Name]  
Title: [County Rep Title]  
Address: [County Rep Addr]  
Phone: [County Rep Phone]  
Email: [County Rep Email]

### Contractor's Contract Representative

Name: [Contractor Rep Name]

Title: [Contractor Rep Title]  
Address: [Contractor Rep Addr]  
Phone: [Contractor Rep Phone]  
Email: [Contractor Rep Email]

## **SECTION 8. AMENDMENTS, SUBCONTRACTS, INDEPENDENT CONTRACTOR**

- 8.1. Amendment. No amendment or modification to the Contract will be effective without the prior written consent of the authorized representatives of the parties.
- 8.2. Successors and Assigns. To the extent permitted by law, the Contract is binding on the parties' respective partners, successors, assigns, executors, and legal representatives.
- 8.3. Assignments. Except with the prior written consent of the other party, each party shall not assign or transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law any right, duty, obligation, or remedy under the Contract. Any purported assignment or transfer in violation of this section shall be void.
- 8.4. Subcontracts. The Contractor shall provide the County a list of all subcontractors and the subcontractors' proposed responsibilities. "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or service for the performance of the Contract. All subcontracts shall incorporate by reference the terms and conditions of this Contract. The Contractor is solely responsible for the performance and payment of its subcontractors.
- 8.5. Independent Contractor. Each party under the Contract shall be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Contractor shall have complete responsibility and control over its Personnel. Neither the Contractor nor its Personnel shall be, or be deemed to be, or act or purport to act, as an employee, agent or representative of the County. The Contractor and its Personnel shall have no County employee-type benefits of any kind whatsoever, including without limitation, insurance, pension plan, vacation pay or sick pay, or other right or privilege afforded to County employees. The Contractor and its Personnel shall be responsible for payment of all insurance, taxes, and benefits.

## **SECTION 9. OWNERSHIP, CONFIDENTIAL INFORMATION AND BREACH**

- 9.1. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made performed, or otherwise produced by the Contractor or its Personnel for delivery to the County under this Contract shall be the sole and absolute property of the County. All such property shall constitute “work made for hire” as defined by the U.S. Copyright Act of 1976, 17 U.S.C § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material the Contractor uses to perform this Contract that is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not “work made for hire” within the terms of the Contract.
- 9.2. Confidential Information/Breach. The Contractor shall ensure that all personal identifying information, financial information, and other information submitted or made available to the Contractor by, or on behalf of, the County, or acquired or developed by the Contractor in the performance of the Contract (unless publicly available) is kept confidential, secured, and protected to prevent unauthorized access. Such information will be utilized by the Contractor solely as necessary for the performance of Services under the Contract and not made available to any other person without the County’s prior written consent. In the event of unauthorized access or other security breach, the Contractor shall immediately notify the Contract Representative and shall at its sole expense comply with all requirements of RCW 19.255.010, in effect at any given time. Upon expiration or termination of the Contract, all confidential information shall be returned to the County or destroyed at the County’s discretion.

## **SECTION 10. REPRESENTATIONS AND RECORDS**

- 10.1. No Fee. The Contractor certifies it has not received, nor paid or agreed to pay, another person or entity, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract.
- 10.2. Licenses, Permits and Taxes. The Contractor shall, at its own expense, have and maintain all licenses, registrations, permits, and approvals necessary for the performance of the Contract, including without limitation, registration with the Washington State Department of Revenue. The Contractor shall pay all fees (including licensing fees) and applicable federal, state, and local taxes.
- 10.3. Compliance. The Contractor and its Personnel, and the Services provided by the Contractor and its Personnel, shall comply with all applicable laws, codes, and standards in effect at any given time regardless as to whether such laws are referred to by the County. If required for the Services provided, the Contractor and its Personnel shall submit to a background check as directed by the County.

- 10.4. Nondiscrimination. The Contractor and its Personnel shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of the Contract.
- 10.5. Public Records. The Contractor agrees that the Contract and all records associated with the Contract shall be available to the County for inspection and copying by the public pursuant to the Public Records Act, Chapter 42.56 RCW ("Act"). If the County determines that records in the custody of the Contractor are needed to respond to a request under the Act, the Contractor shall make all such records promptly available to the County at no cost to the County. With the exception of the Contract, if the Contractor considers any portion of any record, electronic or hard copy, to be protected from disclosure under the Act, the Contractor shall clearly identify all specific information it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy proprietary information that has been identified by the Contractor as protected from disclosure and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligation will be to make a reasonable effort to notify the Contractor of the request and the date that such protected information will be released unless the Contractor obtains a court order to enjoin 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. The County has no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County will not be liable to the Contractor for releasing records pursuant to the Act.
- 10.6. Advertising, Logo. The Contractor shall not use, advertise, or promote for commercial benefit information concerning the Contract or use any trade name, trademark, or logo of the County, without the County's prior written consent.
- 10.7. Audit and Record Retention. The Contractor and its Personnel shall retain all books, documents, and records relating to performance of the Contract and Services provided in connection with this Contract for six (6) years after completion of the Contract or longer if requested by the County. All records shall be subject to inspection and audit by the County. Upon request, the Contractor shall promptly make available to the County a legible copy of all books, documents, and records at no cost to the County.

## **SECTION 11. RIGHTS AND REMEDIES**

- 11.1. Failure to Perform. If County determines the Contractor has failed to perform any material obligation of the Contract, and such failure has not been cured within ten (10) days' following notice from the County, the County may without penalty, in its discretion, withhold all monies due the Contractor until such failure is cured to the reasonable satisfaction of the County.

- 11.2. Right of Assurance. If the County in good faith has reason to believe the Contractor does not intend, or is unable to perform, or continue performing under the Contract, the County may demand in writing that the Contractor give a written assurance of intent to perform. Should the Contractor fail to provide adequate assurance to the reasonable satisfaction of the County, by the date specified the demand, the County may terminate all or part of the Contract and pursue all other rights and remedies available at law and in equity.
- 11.3. Responsibility for Errors. All Services shall be completed to the reasonable satisfaction of the County and as required herein. Upon request, the Contractor shall provide any clarifications and/or explanations regarding any Services provided as required by the County, at no additional cost to the County. In the event of an error or omission under the Contract, the Contractor shall, at no cost to the County, provide all necessary design drawings, estimates, and all other professional services the County deems necessary to rectify and correct the matter to the satisfaction of the County. The Contractor shall continue to be responsible for the accuracy of Services, even after the Work is accepted by the County and the termination or expiration of the Contract.
- 11.4. Remedies. All County rights and remedies under the Contract are in addition to, and shall in no way limit, any other rights and remedies that may be available to the County at law and in equity.
- 11.5. Right of Off-Set; Reimbursement. The County will be entitled to offset against any sums due the Contractor and to reimbursement from the Contractor for any damages, expenses, or costs incurred by the County due to the Contractor's nonconforming performance or failure to perform the Services under the Contract.
- 11.6. Waiver. Either party's failure to insist upon the strict performance of any provision of the Contract, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any right or remedy under the Contract unless expressly so agreed in writing by an authorized representative.
- 11.7. Breach. In the event of a material breach by the Contractor, the County may procure, on terms and in the manner that it deems appropriate, Services to replace those under the Contract. The Contractor shall be liable to the County for any and all costs, expenses, penalties, and fees incurred by the County in procuring such Services in substitution for those due from the Contractor under the Contract.

## **SECTION 12. GOVERNING LAW, DISPUTES**

- 12.1. Governing Law; Venue. The Contract will be governed in all respects by the laws of the State of Washington, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.



- 12.2. Disputes. Conflicts and disagreements between the parties related to the Contract will be promptly brought to the attention of the County. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County's Contract Representative. All decisions of the County's contract Representative are considered final; however, nothing herein prohibits either party from seeking judicial relief.

### **SECTION 13. PREVAILING WAGE**

[Prevailing Wage]

### **SECTION 14. GENERAL PROVISIONS**

- 14.1. Implied Contract Terms. Each provision of law and any terms required by law to be in the Contract are made a part of the Contract as if fully stated in it.
- 14.2. Headings/Captions. Headings and captions used are for convenience only and are not a part of the Contract and do not in any way limit or amplify the terms and provisions hereof.
- 14.3. No Party the Drafter. The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.
- 14.4. No Third Party Beneficiary. No provision of the Contract is intended to, nor will it be construed to, create any third party beneficiary or provide any rights or benefits to any person or entity other than the County and the Contractor.
- 14.5. Severability. If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 14.6. Counterparts. The Contract may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
- 14.7. Non-Exclusive Contract. The County may at its discretion enter into multiple agreements to obtain the same or similar services that are the subject of this Contract or may have its own employees perform the same or similar services contemplated by the Contract.
- 14.8. Survival. Those provisions of this Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, without limitation: Sections 5 (Indemnification), 6 (Insurance), 8.5 (Independent Contractor), 9 (Ownership, Confidential Information and Breach), 11 (Rights and Remedies), 12 (Governing Law, Disputes), and 14 (General Provisions).
- 14.9. Entire Agreement. The parties acknowledge the Contract is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by the Contract.

14.10. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Contract on behalf of the party for whom they sign.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

**CONTRACTOR NAME**

**KITSAP COUNTY, WASHINGTON**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**SIGNATORY NAME**  
**SIGNATORY TITLE**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

**CONTRACTOR NAME**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**EDWARD E. WOLFE, CHAIR**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
**CHARLOTTE GARRIDO, COMMISSIONER**

\_\_\_\_\_  
Title

\_\_\_\_\_  
**ROBERT GELDER, COMMISSIONER**

**ATTEST:**

\_\_\_\_\_  
Dana Daniels, CLERK OF THE BOARD

## **ATTACHMENT 1**