

**REQUEST FOR QUALIFICATIONS
2010-104
ANNUAL FACILITY INSPECTIONS AT THE OLYMPIC VIEW
TRANSFER STATION (OVTS), KITSAP COUNTY, WA**

Due: Friday, February 5, 2010 Mandatory Site Visit: Monday, January 11, 2010

Kitsap County Public Works Solid Waste Division (SWD) is issuing this Request For Qualifications (RFQ) to complete an annual inspection of facilities, infrastructure, and operational records, at the Olympic View Transfer Station (OVTS), Kitsap County, Washington. The response to the RFQ should address all activities necessary to conduct this work and prepare associated reports as presented in the Scope of Work (SOW) provided below.

BACKGROUND

Under the terms of an operating agreement, entitled *Kitsap County Transfer Station Development and Waste Disposal Project Agreement, KC-479-00*, Waste Management of Washington Inc. operates the Olympic View Transfer Station, an intermodal solid waste transfer facility owned by Kitsap County. As facility owner, Kitsap County wishes to assess the condition of all buildings, infrastructure, and equipment on an annual basis. The purpose of the annual assessment is to provide the county with an independent report of facility conditions which can then be compared with the expected rate of depreciation of all buildings, infrastructure, and equipment.

The following services will be required at the Olympic View Transfer Station (OVTS), located at 9300 SW Barney White, Port Orchard, WA 98367.

SCOPE OF WORK

The scope of the work to be performed will involve providing comprehensive on-site structural, mechanical, and electrical inspections of buildings and equipment at the Olympic View Transfer Station in Port Orchard, Washington.

In addition, beginning in 2010, a review of all Waste Management maintenance and operations records shall be completed every two years. This review will focus on required information, records, and reports required in the contract and described in the *Olympic View Transfer Station Plan of Operations*. Any required records found to be missing or insufficiently maintained, shall be included in a punch list of action items as part of the Task 3 and Task 4 deliverables (see below). The following tasks are included in this SOW.

Tasks

- Task 1. Comprehensive Inspection
- Task 2. Records Review and Punch List
- Task 3. Draft Report Deliverables
- Task 4. Final Report Deliverables

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Assumptions for Conducting Tasks

Task 1: Comprehensive Inspection	
OVTS Facility/Feature	Inspection Type
Transfer Building	<ul style="list-style-type: none"> ▪ Plumbing ▪ Mechanical and HVAC Systems ▪ Fire/Dust Suppression System ▪ Architectural and Structural Integrity ▪ Electrical and Exterior Lighting ▪ Drainage (roofs, floors)
Transfer Station Office Building	<ul style="list-style-type: none"> ▪ Plumbing ▪ Mechanical and HVAC Systems ▪ Architectural and Structural Integrity ▪ Lighting ▪ Electrical (main office and control room) ▪ Drainage (roof)
Scalehouse and Scales	<ul style="list-style-type: none"> ▪ Plumbing ▪ Mechanical and HVAC Systems ▪ Architectural and Structural Integrity ▪ Electrical and Lighting ▪ Drainage (roof) ▪ Scales ▪ ADA Compliance ▪ IT Equipment
Intermodal/Rail Yard	<ul style="list-style-type: none"> ▪ Mechanical Room ▪ Electrical ▪ Stormwater Pump Station ▪ Contact Water Pump Station ▪ Storm Drain Lift Station ▪ Compactor Unload Area ▪ Pavement Condition ▪ Rail Spur Condition
Intermodal Worker Shed	<ul style="list-style-type: none"> ▪ Plumbing ▪ Mechanical and HVAC Systems ▪ Architectural and Structural Integrity

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	<ul style="list-style-type: none"> ▪ Electrical ▪ Drainage (roof)
Public Recycling Area	<ul style="list-style-type: none"> ▪ Ramp and Container Condition ▪ Signage ▪ Electrical/Lighting ▪ Pavement and Drainage
Special Waste Area	<ul style="list-style-type: none"> ▪ Floor ▪ Walls ▪ Chute ▪ Electrical
Site Civil Engineering and Landscaping	<ul style="list-style-type: none"> ▪ Stormwater Engineering Design ▪ Sanitary Lift Station ▪ Landscaping ▪ Signage ▪ Road Striping ▪ Light Stanchions
Task 2: Records Review and Punch List	
Maintenance & Operations Records Review with Punch List	<ul style="list-style-type: none"> ▪ Review all facility operator information, records, and reports identified in the current Plan of Operations, as well as any specified in contract KC-479-00.
Task 3: Draft Deliverables	
<ul style="list-style-type: none"> ▪ Draft Comprehensive Inspection Report Due. ▪ Draft Records Review and Punch List Report Due. 	
Task 4: Final Deliverables	
<ul style="list-style-type: none"> ▪ Final Comprehensive Inspection Report Due. ▪ Final Records Review and Punch List Report Due. 	

Deliverable	Quantity/Media
Task 1 ▪ Comprehensive Inspection	
Task 2 ▪ Records Review	
Task 3 ▪ Draft Findings of Comprehensive Inspection* ▪ Draft Findings of Records Review & Punch List*	<ul style="list-style-type: none"> ▪ 2 printed copies ▪ 1 Word 2003 copy ▪ 1 pdf copy
Task 4 ▪ Final Findings of Comprehensive Inspection ▪ Final Findings of Records Review & Punch List	<ul style="list-style-type: none"> ▪ 3 printed copies ▪ 1 Word 2003 copy ▪ 1 pdf copy

**Kitsap County will review & comment on the Task 3 drafts.*

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Because the Olympic View Transfer Station is open 7 days a week, the Contractor will be required to coordinate the facility inspection date with a representative from Kitsap County to ensure full access to the facility. The Contractor will coordinate its site visit and provide the above deliverables to:

Tamara Gordy
Transfer Systems Manager
Kitsap County Public Works, Solid Waste Division
614 Division, MS-27
Port Orchard, WA 98366
(360) 337-4485

For the Records Review, the Contractor must coordinate the site visit with Waste Management. This will ensure all pertinent documentation is made available on the day of the review. The Waste Management point of contact for this portion of the SOW is:

George Thompson
Operations Manager
Waste Management, Inc.
9300 Barney White Rd.
Port Orchard, WA 98366
(360) 674-2404

The Contractor will be provided with a copy of the current Plan of Operations as well as Contract KC-479-00 between Kitsap County and Waste Management Inc.

RFQ REQUIREMENTS

Site Visit

A site visit of the Olympic View Transfer Station (OVTS) is mandatory to submit a response to this RFQ. The site visit is scheduled for January 11, 2010 at 10:00 am PST. Directions to the OVTS are provided in Attachment 1. Photographs are allowed during the site visit. Informal questions may be asked during the site visit. Verbal responses to questions during the site visit will be made to all attendees during the site visit when the information is available. If not available at the time of the site visit, responses to questions will be provided with the response to written questions outlined below. The site visit will involve walking around the OVTS grounds, which is estimated to take approximately one hour. Hard hats and vests will be required during the site visit.

Questions on the RFQ and SOW

After the site visit, all formal questions pertaining to this SOW and RFQ must be submitted in writing to Tamara Gordy by January 19, 2010 at 3:00 pm PST. Questions must be submitted by e-mail, hand delivered, or by mail. All questions will be responded to in writing and submitted to parties that have requested a copy, all parties on the distribution list, and all entities that have

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submitted a question. Responses to questions will be provided by close of business on January 25, 2010.

Tamara Gordy
Transfer Systems Manager
Kitsap County Public Works Solid Waste Division
614 Division Street, MS-27
Port Orchard, WA 98366
(360) 337-4485 or
(360) 674-2259
tgordy@co.kitsap.wa.us

Proposed Staff

Provide the names of key staff proposed to work on the project along with staff qualifications. The Project Manager must be committed to work for the duration of the proposed project. Provide an estimate of hours to complete the proposed project.

References

Provide three references for a similar project. The contact name, telephone number, and title must be provided. Include a brief description of the project and project location.

RFQ Submittal

Five copies of the response to this RFQ must be submitted in writing via mail, e-mail, or hand delivered with the RFQ number and the name, address and phone number of the respondent contact clearly identified. All submittals must be received by 3:00 pm PST on February 5, 2010. Please submit the RFQ documents to:

R'Lene J. Orr, Manager
Kitsap County Purchasing Office
614 Division Street, MS-21
Port Orchard, WA 98366
(360) 337-4410
Rorr@co.kitsap.wa.us

CRITERIA FOR AWARD

Upon closure of the RFQ period, all responses received will be reviewed according to the criteria provided below.

- Staff qualifications to conduct the activities per the SOW and proposed activities.
- Project experience, availability, and commitment to complete the work according to negotiated deadlines.
- Cost competitiveness
- Adherence to Contract for Services format (Attachment 2)

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A consultant will be selected based on the response submitted, the response to the SOW as requested, and evaluation of the criteria provided above. The award will be made by February 16, 2010 with contract term negotiations beginning shortly thereafter.

Attachment 1

**DIRECTIONS TO THE OLYMPIC VIEW TRANSFER STATION
FOR THE REQUIRED SITE VISIT**

Directions From the North (Silverdale, Bremerton):

Take Highway 3 South into Gorst. Continue on Highway 3 South towards Belfair. Exit right at Barney White Road and enter the Olympic View Industrial Park. At the four way stop continue through the intersection to OVTS.

Directions From the South (Tacoma, Gig Harbor):

Take Highway 16 West past Port Orchard into Gorst. Take the left hand exit to Belfair / Highway 3 South. Continue on Highway 3 towards Belfair approximately 3.7 miles to Barney White Road. Exit right at Barney White Road and enter the Olympic View Industrial Park. At the four way stop continue through the intersection to OVTS.

Directions From the East (Belfair):

Take Highway 3 West toward Bremerton/Port Orchard. Turn left at the stop light onto Imperial Way. This is the entrance to the Olympic View Industrial Park. Turn left at the first stop sign onto Barney White Road and continue directions to OVTS.

Olympic View Transfer Station:

The OVTS entrance is marked with a sign on your right. Turn right into the long entrance drive and get into the right lane. Proceed in the far right lane (past the scales and scale house) to the next stop sign. Make a left at the stop then turn right into the OVTS office building parking lot.

Attachment 2

Revision 2000-05-01

KC-

**CONTRACT FOR [ARCHITECTURAL/ENGINEER] SERVICES
GENERAL TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between KITSAP COUNTY, a municipal corporation, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "COUNTY", and , located at , hereinafter "CONSULTANT."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract consists of the following:

- a.
- b.
- c.

2. DURATION OF CONTRACT

Unless otherwise provided herein, the term of this Contract shall begin immediately upon execution by the parties on the effective date below, and shall, unless terminated or renewed as provided elsewhere herein, terminate on . The CONSULTANT shall complete all work required by this Contract no later than the termination date above. Time is of the essence in the performance of this Contract.

3. SERVICES PROVIDED BY THE CONSULTANT

The COUNTY retains the CONSULTANT to perform the following consulting services in connection with this Contract:

- a. A description of the services to be performed by the CONSULTANT is set forth in Exhibit "A", which is attached hereto and incorporated by reference.
- b. The CONSULTANT agrees to perform the services specified in this Contract according to standard industry practice.

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- c. The CONSULTANT agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.
- d. The CONSULTANT shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- e. The CONSULTANT shall, from time to time, during the progress of the work, confer with the COUNTY. The CONSULTANT shall prepare and present monthly status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- a. For CONSULTANT:
- b. For COUNTY:

5. COMPENSATION

- a. Payment to the CONSULTANT for services rendered under this Contract shall be in accordance with the fee schedule set forth in Exhibit "B", which is attached hereto and incorporated by reference. These fees shall remain in effect for the term of the Contract.
- b. The maximum total amount payable by the COUNTY to the CONSULTANT shall not exceed \$ (), unless a Contract Amendment has been negotiated and executed prior to the COUNTY incurring any costs in excess of the maximum amount payable.
- c. The CONSULTANT may, in accordance with Exhibit B submit invoices to the COUNTY not more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONSULTANT performed work for the COUNTY during the billing period. The COUNTY shall pay the CONSULTANT for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt.

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- d. The CONSULTANT shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- e. In the event the CONSULTANT has failed to perform any substantial obligation to be performed by the CONSULTANT under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to the CONSULTANT, withhold any and all monies due and payable to the CONSULTANT, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this contract means faithfully fulfilling the terms of this contract with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONSULTANT will not be paid for any billings or invoices presented for payment prior to the execution of this Contract or after its termination.
- g. No payment shall be made for any work performed by the CONSULTANT, except for work identified and set forth in this Contract or supporting exhibits or attachments.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONSULTANT in the performance of any of the services required herein, the CONSULTANT shall make any and all necessary corrections without additional compensation. All work submitted by the CONSULTANT shall be certified by the CONSULTANT and checked for errors and omissions. The CONSULTANT shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment signed by each party's designated agent, and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONSULTANT shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including, but not limited to, costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the performance of the services rendered under this contract by the Consultant, its employees, agents, or subcontractors or anyone for whose acts any of them may be liable. PROVIDED HOWEVER, that

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the CONSULTANT'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONSULTANT'S obligations hereunder shall apply' only to the percentage of fault attributable to the CONSULTANT, its employees, agents, or subcontractors.

- b. In any and all claims against the County, its officers, officials, employees and agents by any employee of the Consultant, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Consultant expressly waives any immunity the Consultant might have had under such laws. By executing the Contract, the Consultant acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONSULTANT makes with any subcontractor or agent performing work hereunder.
- c. The CONSULTANT'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONSULTANT, the CONSULTANT'S employees, agents or subcontractors.

8. INSURANCE

- a. **Professional Legal Liability:** The CONSULTANT shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONSULTANT'S profession. The policy shall be written subject to limits of not less than \$ per loss.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONSULTANT'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONSULTANT'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

- b. **Workers Compensation and Employer Liability:** The CONSULTANT shall maintain workers compensation insurance as required by Title 51 RCW, and shall provide evidence of coverage to the Kitsap County Risk Management Division.

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If this contract is over \$50,000, then the CONSULTANT shall also maintain Employer Liability Coverage with a limit of not less than \$1 million.

- c. **Commercial General Liability:** The CONSULTANT shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than \$ per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$.

The CONSULTANT will provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONSULTANT will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.

- d. **Automobile Liability:** If applicable, the CONSULTANT shall maintain automobile liability insurance to be described as follows: (check the box that applies)

The CONSULTANT shall maintain Business Automobile Liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each accident combined Bodily Injury and Property Damages and an aggregate limit of at least \$2,000,000.00. Coverage shall include owned, hired and non-owned automobiles.

- OR -

The CONSULTANT shall maintain Automobile Liability insurance or equivalent form with a limit of not less than \$100,000.00 each accident combined Bodily Injury and Property Damage. The aggregate limit shall be at least \$300,000.00. If a personal lines Auto Liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of this Contract and the certificates of insurance must evidence these conditions have been met. If the CONSULTANT will use non-owned vehicles in performance of this Contact, the coverage shall include owned hired and non-owned automobiles.

- OR -

Not Applicable.

- e. **Other Insurance Provisions:**

(1) The CONSULTANT'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the

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COUNTY, its elected and appointed officers, officials, employees and agents.

- (2) If applicable, the CONSULTANT'S Commercial General Liability insurance and Automobile Liability insurance shall include the COUNTY, its officers, officials, employees and agents with respect to performance of services.
 - (3) If applicable, the CONSULTANT'S Commercial General Liability insurance and Automobile Liability insurance shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.
 - (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
 - (5) The CONSULTANT'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (6) The CONSULTANT shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
 - (7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
 - (8) The CONSULTANT shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If CONSULTANT'S liability coverage is written as a claims made policy, then the CONSULTANT must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion.
- f. **Verification of Coverage and Acceptability of Insurers:** The CONSULTANT shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than "A:7" with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

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- (1) The CONSULTANT shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section within ten (10) days after the effective date of the contract. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled, or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.
- (2) The CONSULTANT shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- (3) Certificates of Insurance shall show the Certificate Holder as Kitsap County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
- (4) The CONSULTANT shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Kitsap County that CONSULTANT is currently paying Workers Compensation.
- (5) Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Risk Management Division
Kitsap County Department of Administrative Services
614 Division Street, MS-7
Port Orchard, WA 98366

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- (6) The CONSULTANT or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Kitsap County Risk Manager.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONSULTANT. In that event, the COUNTY shall pay the CONSULTANT for all cost incurred by the CONSULTANT in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONSULTANT. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONSULTANT breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONSULTANT only for the costs of services accepted by the COUNTY, in accordance with Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONSULTANT shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONSULTANT'S breach.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONSULTANT shall perform the terms of the contract using only its bona fide employees or agents, and the obligations and duties of the CONSULTANT under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

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- b. The CONSULTANT warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

12. INDEPENDENT CONTRACTOR

- a. The CONSULTANTS services shall be furnished by the CONSULTANT as an Independent Contractor and not as an agent, employee or servant of the COUNTY. The CONSULTANT specifically has the right to direct and control CONSULTANT'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONSULTANT acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract and the CONSULTANT is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Kitsap County employees.
- c. The CONSULTANT shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONSULTANT shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONSULTANT shall pay for all taxes, fees, licenses, or payments required by Federal, State or local law which are now or may be enacted during the term of this Contract.
- e. The CONSULTANT agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONSULTANT relating to the performance of this Contract. The CONSULTANT shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONSULTANT for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONSULTANT harmless therefore to the extent such use is agreed to in writing by the CONSULTANT.
- b. All design work done by the CONSULTANT shall be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the end of the job. Should a construction project result from the work of the CONSULTANT, the record drawings from the CONSULTANT shall be transposed onto the electronic design drawings and submitted to the COUNTY.
- c. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

Differences between the CONSULTANT and the COUNTY, arising under and by virtue of this Contract, 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. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONSULTANT shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract representative shall be final and conclusive, subject to CONSULTANT'S right to seek judicial relief as provided elsewhere in this Contract.

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONSULTANT each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

The parties to this Contract have executed this Contract to take effect as of the date written below.

DATED this ___ day _____, 200___. DATED this ___ day _____, 200__.