



**KITSAP COUNTY
DEPARTMENT OF PUBLIC WORKS**

REQUEST FOR QUALIFICATIONS

**Engineering Consultant
Services for:**

**Kingston
Stormwater Improvement
and
Low Impact Development
Retrofit Plan**

May 2010

**Kitsap County Department of Public Works
614 Division Street, MS-26A
Port Orchard, WA 98366-4699
360.337.5777**

Table of Contents

1.0 Objective	3
2.0 Background and Agency Needs.....	3
3.0 Scope of Work	4
4.0 Estimate and Schedule	6
5.0 Request for Qualification (RFQ) Process	6
5.01 SOQ Submittal and General Guidelines	7
6.0 Consultant Selection Process	7
6.01 Pre-Proposal Meeting	7
6.02 County Project Manager	7
6.03 Anticipated RFQ Schedule.....	8
6.04 Acceptance/Rejection of Responses	8
6.05 Professional Services Agreement.....	8
7.0 SOQ Submittal Content.....	8
7.01 SOQ Cover and Cover Letter.....	8
7.02 Consultant Team Structure	9
7.03 Team Qualifications and Experience	9
7.04 Personnel Qualifications and Experience	9
7.05 Past Performances/References	9
7.06 Quality Control, Project Management, and Product Delivery	9
8.0 Consultant Evaluation Process	10
8.01 Evaluation Criteria.....	10
8.02 Interviews.....	11
9.0 Contract Negotiation Process	11
10.0 County Contact Information	11

REQUEST FOR QUALIFICATIONS

Kingston Low Impact Development & Drainage Improvement Retrofit Plan

1.0 Objective

The Kitsap County Department of Community Development of Public Works Surface and Stormwater Management (SSWM) division is seeking consulting services to develop a stormwater management plan for the Kingston area. This plan would identify and prioritize stormwater retrofit projects, including low impact development (LID) projects, water-quality treatment facilities, and other drainage improvement projects to reduce the impacts of localized flooding. Expected long-term outcomes are enhanced nearshore and upland ecological function in the Kingston area and reduced pollution inputs to Puget Sound.

SSWM is soliciting Statements of Qualifications from consulting firms with experience in Master Planning, Environmental Engineering, Civil Engineering, LID Planning & Design, Environmental Mitigation, Stormwater Management, Drainage Analysis, and Public Outreach.

The general scope of the project is to identify, characterize, and prioritize LID and stormwater retrofit opportunities in the Right-of-Way (ROW), public property, and private property in the greater Kingston area of Kitsap County, Washington USA. In addition, this project will develop conceptual-level designs for application in the Kingston area to be used for property-owner education and to gain funding for future project implementation. This work product will serve as a guideline for planning future projects, seeking project funding, and communicating potential project opportunities with the public and private commercial property owners. This drainage focused plan must mesh with the Kingston downtown master plan process currently underway and should also include a linkage with the Kingston Commons planning and design project also underway at this time.

2.0 Background

Kingston is one of the most urbanized town centers in the County with approximately 65% impervious surface area. A majority of the development is commercial and high-density residential land use. The Kingston town center, along with a moderately developed shoreline, borders the Puget Sound. Kingston also includes a major Washington State Ferry Terminal and associated traffic issues. The high average daily traffic (ADT) also makes this a significant source of road runoff and stormwater pollution.

The community values the natural resources and shoreline parks. Additionally, the business community has been responsive to the water quality and natural resource protection messages of the last few years as demonstrated by their compliance with storm maintenance requests and receptive to changing management practices to reduce polluted runoff.

LID retrofit application in this nearly built-out basin is the next natural progression in the comprehensive long-term restoration of the marine shorelines adjacent to this urbanizing area. LID techniques have proven to be very effective in improving the quality of stormwater and reducing pollutant loading. This project proposes to identify and prioritize LID and conventional WQ-treatment stormwater retrofit projects for future construction.



Drainage Map of Kingston Area

3.0 Scope of Work

The scope of work (SOW) includes tasks and activities SSWM has assumed necessary to complete an LID and Stormwater Retrofit Plan for Kingston. The following tasks are included in this SOW:

- Task 1 - Delineate the Proposed Drainage Area
- Task 2 - Identify Feasible Locations for Drainage Retrofits (Conveyance, WQ Treatment, & LID)
- Task 3 – Coordinate with Community Groups and Kitsap County Government
- Task 4 - Perform an Effectiveness Evaluation of Proposed Retrofit Projects
- Task 5 – Perform a Cost Evaluation of Proposed Retrofit Projects
- Task 6 – Prioritize Projects for Implementation
- Task 7 – Develop Conceptual Designs for Selected Retrofit Projects
- Task 8 – Develop Presentation Materials and Visual Displays for use in Public Outreach
- Task 9 – Assist Kitsap SSWM Staff with Retrofit Plan Rollout and Community Outreach

Assumptions for Conducting Tasks:

- Task 1** Delineate the Proposed Drainage Area
 - Work with KC-SSWM staff to delineate the proposed area of Kingston that will be included in the study area.
 - KC-SSWM will provide drainage system and sewer utility GIS mapping for the study area.
- Task 2** Identify Feasible Locations for Retrofit
 - Identify technically feasible locations for drainage conveyance retrofits on public property, in right-of-way (ROW), and on private property within the defined study area.
 - Identify technically feasible locations for WQ-treatment retrofits on public property, in right-of-way (ROW), and on private property within the defined study area.
 - Identify technically feasible locations for LID retrofits on public property, in right-of-way (ROW), and on private property within the defined study area.
- Task 3** Coordinate with Community and Government
 - Coordinate with Kitsap County Department of Community Development (DCD) on Kingston Master Plan and Kingston Commons planning efforts.
 - Coordinate with community groups and citizen representatives on general planning issues as related to stormwater management.
 - Coordinate with Washington Department of Transportation (WSDOT and Washington State Ferries (WSF) on drainage and stormwater issues.
- Task 4** Perform an Effectiveness Evaluation of Retrofit Projects
 - Develop effectiveness criteria based on WQ treatment and other factors to be used to prioritize proposed LID and conventional retrofit projects.
 - Work with Kitsap SSWM staff to finalize the evaluation criteria.
 - Evaluate the potential effectiveness of all proposed retrofit projects based on the criteria developed.
 - Develop a prioritized matrix of the potential LID projects for each property category.

- Task 5** Perform Cost Evaluation of Retrofit Projects
- Determine the estimated development cost of each retrofit project including design, construction, permitting, and other applicable costs.
 - Determine the estimated life-cycle operational and maintenance (O&M) costs for each retrofit project.
- Task 6** Prioritize Projects for Implementation
- Work with Kitsap SSWM staff and other stakeholders to prioritize projects in each property category.
 - Create a map of prioritized projects and create an implementation matrix showing project costs and other data.
- Task 7** Develop Conceptual Designs for Selected Retrofit Projects
- Work with Kitsap SSWM staff and other stakeholders to select projects for conceptual design.
 - Develop conceptual designs and graphic drawings of selected retrofit projects.
- Task 8** Develop Presentation Materials and Visual Displays for use in Public Outreach
- Work with Kitsap SSWM and DCD staff to determine current communications and potentially future communications needs with the community.
 - Develop materials for use in public outreach efforts.
- Task 9** Assist Kitsap SSWM Staff with Retrofit Plan Rollout and Community Outreach
- Assist Kitsap SSWM and DCD staff with community outreach.
 - Assist Kitsap SSWM and DCD staff with outreach to local elected officials.

4.0 Estimate and Schedule

Kitsap County anticipates the costs of the design services for this project to be approximately \$100,000. The services are expected to start in October 2010. The consultant selected will be subject to Federal EEO requirements. The County wants conceptual designs, maps and visual displays, and the conceptual plan by May 2011.

5.0 Request for Qualification (RFQ) Process

It is the intent of KC-SSWM to select a consultant based on the qualifications and abilities of the firm/team and key project individuals. Proposers may be individual firms or teams as appropriate to meet the specific needs of the project. Proposers are solely responsible for all costs incurred in the development and submission of the response statement to this RFQ or any other presentations whether in response to this RFQ or to any subsequent requirements of the consultant selection and contract negotiation process. All materials submitted in the response to this RFQ become the property of Kitsap County.

5.01 SOQ SUBMITTAL AND GENERAL GUIDELINES

SOQ packages shall be submitted no later than **4:30 P.M. on Monday August 2, 2010** 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

Proposals received after the response deadline will not be considered.

Notices related to revisions or updates to this RFQ will be provided via e-mail, unless the Proposer requests to receive it by regular mail. Regular mail will be post marked the same date any e-mails are sent.

6.0 Consultant Selection Process

6.01 PRE-PROPOSAL MEETING

The County's project manager will be available by phone the week of July 19 to provide an overview of the project and answer questions from potential Proposers. No formal pre-proposal meeting will be held unless requested by a Proposer, although the project manager will be available to meet in person the week of 19 July. A pre-proposal meeting is not required, nor is it tied to the evaluation process, but it is your opportunity to meet the project manager and have questions answered. The County will not meet with or talk to potential Proposers at any other time prior to the week of July 19, 2010.

6.02 COUNTY PROJECT MANAGER

Work performed under the resulting agreement shall be under the direction of the County's project manager. Please direct questions and inquiries regarding the request for qualifications to the project manager:

Christopher May
Program Director
Kitsap County Public Works Surface and Stormwater Management
614 Division Street, MS-26A
Port Orchard, WA 98366
(360) 337-7295
cmay@co.kitsap.wa.us

6.03 ANTICIPATED RFQ SCHEDULE

The following schedule has been established for the submission and evaluation of the SOQs and selection of the Consultant. These are tentative dates only and the County reserves the right to adjust these dates at its sole discretion:

- SOQ due: August 2, 2010
- Short list for interviews by: August 6, 2010
- Interviews: August 16-20, 2010
- Announce final selection by: August 27, 2010
- Contract negotiation complete by: September, 2010
- Board of County Commissioner approval: October, 2010
- "Notice to Proceed": October, 2010

6.04 ACCEPTANCE/REJECTION OF RESPONSES

The County reserves the right and holds at its discretion the following rights and options:

- to waive any or all informalities in any SOQ.
- to reject any or all responses.
- to issue subsequent requests.

6.05 PROFESSIONAL SERVICES AGREEMENT

A standard Kitsap County agreement will be utilized for this project. It is expected that this will be a "Fixed Fee" Contract.

7.0 SOQ Submittal Content

To be considered responsive to this RFQ, the Proposers SOQ must follow the directions presented and include the information required below.

Submit one (1) original (containing original signatures) and five (5), individually bound copies of the SOQ. Provide clear distinction between the original SOQ and the copies. Proposers are strongly encouraged to use recycled/recyclable products and both sides of the paper whenever appropriate. No more than ten (10) sheets (double sided or not, including resumes of team members), plus a cover and a one page cover letter. All pages must be standard size (8.5X11).

7.01 SOQ COVER AND COVER LETTER

Clearly label the SOQ cover and the subject line in the cover letter with "**SOQ for Kingston Stormwater & LID Retrofit Plan**". The cover letter shall be limited to one page and shall; identify the consultant name and contact person with his/her title; include address, mailing address, e-mail address, and phone number, for the contact person; and include the name of the proposed project manager. A duly authorized officer, employee, or agent of the consulting firm must sign the cover letter.

7.02 CONSULTANT TEAM STRUCTURE

Please provide the team structure including names of lead persons with titles and general project responsibilities, and the physical location of each lead person. Provide the names for each sub-consultant. Discuss the team ability to actively perform the proposed work and provide a statement which clearly conveys the ability of all proposed project personnel to accept responsibility for completing the project in view of the firm's current and projected workload.

7.03 TEAM QUALIFICATIONS AND EXPERIENCE

The Proposer will be evaluated for the team qualifications, general background, and experience in relation to the stated Scope of Work. Please provide a summary of the background and experience of the team relative to the project and the Scope of Work under consideration. Include lists of specific projects on which the team has had a major role together with the location, cost, and basic description of the project, start and completion dates, the name of the client, a description of the team responsibility on the project, and the specific roles of the individuals proposed for this project. Describe experience working with municipal or other public agencies on relevant projects. Also, provide a description of those special projects, awards, or other items that make the team especially qualified for this project.

7.04 PERSONNEL QUALIFICATIONS AND EXPERIENCE

The proposed project personnel identified shall be evaluated for their areas of expertise and experience, which qualify them to perform the work for the project. Provide the qualifications of the team's project manager; focus on experience in managing projects with the Scope of Work provided, past working relationship(s) with other proposed team members, level of effort, and availability for this project. List the lead project personnel with titles who shall be primarily responsible for and involved with work activities. This includes any sub-consultant's project managers. Identify the responsibilities and activities of each lead person and include professional biographical data or resume outlining specific project capabilities, with emphasis on those team members that will be doing actual work on the project.

7.05 PAST PERFORMANCES/REFERENCES

References shall be used to verify the accuracy of information provided by the Proposer, which may affect the rating of the Proposer. Provide five recent references who may be contacted concerning your firm's/team's performance with regard to the Scope of Work. In listing the references, include the name of the client, mailing address, fax number, telephone number, e-mail address, contact person, and the specific work your firm did for the client.

Provide three recent references who may be contacted concerning the performance of your firm's/team's proposed project manager(s). The County reserves the right to contact references other than those submitted by the respondent.

7.06 QUALITY CONTROL, PROJECT MANAGEMENT, AND PRODUCT DELIVERY

Keeping a project on track and delivering a quality product are important elements to assure a successful outcome. Please describe measures that the firm/team will use to account for these elements when working with Kitsap County on this project. If applicable, describe how these elements may have been utilized on similar projects in the past.

8.0 Consultant Evaluation Process

A team of County staff will evaluate the SOQs, and conduct interviews according to the consultant evaluation criteria and the three-part process described below:

Part 1

Evaluation of the written Statement of Qualification (SOQ) package submitted by each Proposer, resulting in a short-listing of Proposers who will be invited to an interview. Proposers submitting SOQ's will be notified in writing if they have been selected for an interview or not.

Part 2

Interviews will be conducted and Proposers will be evaluated on the interview in addition to the SOQ for a combined final score.

Part 3

The County's evaluation team makes a recommendation to the Public Works Director to obtain approval to begin negotiations with the selected Proposer. Contract negotiations shall then commence with the selected Proposer. Proposers not selected will be notified in writing of the selection outcome. If the selected Proposer and the County are unable to agree on the final scope and fee for the design services for the contract, the County reserves the right to terminate the negotiations with the selected Proposer and initiate contract negotiations with the next highest rated Proposer.

8.01 EVALUATION CRITERIA

The SOQs will be evaluated and ranked based on the criteria listed below. The County reserves the right to give each criterion such weight as it deems appropriate.

- Experience and background of the project manager on similar projects and with proposed team members.
- Experience and background of key personnel on similar projects.
- Teams previous working relationships and/or relevance to teaming on this project.
- Experience with environmental planning and permitting processes.
- Experience with wetland mitigation and estuary enhancements.
- Experience with Low-Impact-Development Techniques.
- Ability to provide dedicated staff.
- Approach to the project.
- Proposer's quality assurance/quality control program.
- Proposer's approach to project management and project delivery.
- Experience with public outreach strategies and procedures.
- Familiarity with relevant codes, standards and requirements for projects with Federal Funding.
- Past performances/references.

8.02 INTERVIEWS

Following evaluation of the SOQ's, the highest-ranking firms will be invited to participate in the interview process. The County will notify Proposers as soon as possible for scheduling of interviews. The project manager will schedule interviews with the contact person provided in the SOQ. Additional interview information shall be provided at the time of the invitation. The intent of the interviews is to help clarify and verify information provided in the SOQ and to give the County's evaluation team an opportunity to meet the project manager and key personnel that shall have direct involvement with the project and to learn more about their relevant experience and expertise.

9.0 Contract Negotiation Process

Contract negotiations will begin immediately after the selection process is complete. A standard Kitsap County agreement will be utilized for this project. This will be a "Fixed Fee" Contract.

10.0 County Contact Information

Questions regarding technical aspects of this project should be directed to Christopher May, SSWM Senior Program Manager, at (360) 337-7295.

Questions regarding the RFQ process or contracting should be directed to R'Lene J. Orr, Manager Kitsap County Purchasing Office at (360) 337-4410.

Persons with disabilities may request this information be prepared and supplied in alternate forms by calling (360) 337-5777.

Kitsap County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

EXAMPLE OF A KITSAP COUNTY CONTRACT

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.
- 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.
- 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 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. 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 Contract, 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 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.
- (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
 - (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

