



**KITSAP COUNTY
REQUEST FOR PROPOSAL
2017-146**

Execution of a Scope of Work for Lake Management District No. 3

RESPONSE DEADLINE: THURSDAY, OCTOBER 12, 2017 @ 3:00 P.M.

SCOPE OF SERVICE

PLEASE READ CAREFULLY!

The County of Kitsap is requesting that qualified firms submit proposals to execute a specific scope of work for water quality and vegetation maintenance activities on Long Lake. These activities include water quality monitoring, treatment using alum (aluminum sulfate) and vegetation removal. The activities would be for five years and has a set funding limit.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

I. Background

Kitsap County (“County”) is located on the Kitsap Peninsula in Washington State across the Puget Sound from Seattle. It comprises a total land mass of 393 square miles. The County occupies a unique portion of the State of Washington, directly between the urban areas of Seattle and Tacoma and the wilderness of the Olympic Mountains. It is bounded by the Hood Canal on the west, Puget Sound on the east, and Mason and Pierce Counties to the south.

Long Lake is located in the southern part of Kitsap and has history of aquatic vegetation and toxic algae bloom issues. The lake was last treated from 2006-2010 to address these issues but no coordinated efforts have been conducted since that time.

The local property owners and Kitsap County approved Lake Management District No. 3 earlier this year to provide funding for specific lake management activities.

These funds are to be collected annually and expended over the next five years to

achieve a specific scope of work.

To learn more about Kitsap County and Lake Management District No. 3, visit:
www.kitsapgov.com.

II. Scope of Services

The County is soliciting proposals from qualified consultants/firms/individuals (“consultant”) to conduct the lake maintenance activities outlined in the Lake Management District No. 3 scope to be found at:

http://www.kitsapgov.com/boc/Special_Projects_Division/lake_management_district/Proposed%20Integrated%20Long%20Lake%20Management%20Plan%20051216CILL%20Approved.pdf

A brief summary of the activities outlined in this scope include:

- A. Project management of the project.
- B. Planning and permitting for all shoreline and in-water activities.
- C. Design and implementation of all in-lake and shoreline management activities.
- D. Lake and stream monitoring.
- E. Reporting on maintenance activities and water quality results.
- F. Working with the Technical Advisory Group comprised of representatives from Kitsap County Public Works Stormwater Division, Kitsap Public Health District, Kitsap County Noxious Weeds program, a University representative (WSU or WWU), Representative of the Board and CIL (Citizens to Improve Long Lake. This group will review contract deliverables monthly and/or prior to payment of services.
- G. Public outreach to include interaction with the Technical Advisory Group (TAG) and the local Long Lake neighborhood/community

Additional responsibilities would include reviewing sources of funding for expanded maintenance activities through grants or programs such as the Washington State Freshwater Algae Control Program. The contractor would participate in the drafting of submittal documents for these funding sources.

III. Contract Duration

The duration of Lake Management District No. 3 is five (5) years. The contract shall

cover this funding duration likely through December 31, 2021.

IV. Proposal Outline

The County requires that the proposal be submitted in the format outlined in this section. The County reserves the right to require additional information or materials after the proposals are submitted. The proposal should be signed by one of the firm's legally authorized officers.

Format: Proposals are limited to 10 numbered pages (8 ½ by 11 inch) excluding any appendices. All pages must be in portrait orientation with one inch (1") margins. Font size shall be 11 point or larger. Proposals that do not follow this format may be rejected. The cover letter shall include the RFP title, and number, name, title, email address, phone number and current address of the submitting firm's main contact and include the information listed below under "Summary".

Summary:

- A. Provide a general overview of how the requested services will be provided
- B. Include management team and qualifications of key staff that would be working with the County. Names and qualifications of key personnel who will be responsible for conducting plan reviews as well as the point of contact, including registrations and certifications. A summary of relevant experience in the last five (5) years; specifically, please describe the outcomes of recent lake management activities you have conducted.
- C. Provide examples of reports and summaries used to relay information to local government, state agencies and the public.
- D. A complete list of current clients and those served during the twelve (12) months preceding the submission date and a declaration of any potential incompatibility or conflicts of interest between those clients and the County.
- E. A list of three public agencies for which you provide similar services as references, that the County may contact.

Compensation:

- A. Present detailed information on the firm's proposed fee schedule for each category of tasks associated with the proposed lake management scope of work e.g. Project management, planning, design, monitoring etc. Identify fixed costs and variable costs and their applications, and how costs are adjusted according to that classification.

- B. Payment by the County for the services will only be made after the services have been performed, an itemized billing statement is submitted in the form specified by the County and approved by the County Administrator, which shall specifically set forth the services performed, the name of the person performing such services, and the hourly labor charge rate for such person. Payment shall be made on a monthly basis, thirty (30) days after receipt of such billing statement.

Additional Information: Any additional information you deem necessary.

V. **Special Terms and Conditions**

- A. **Consultant Costs** - The County shall not be liable for any costs incurred by the consultant in preparing or submitting a proposal to the County. Proposals should be prepared simply and economically, providing a straightforward, concise description of consultant's capabilities to satisfy the requirements of the proposal.
- B. **Oral Presentation** - The County, at its sole discretion, may ask the consultant to make an oral presentation at County facilities without charge to the County.
- C. **Addenda to the RFP** - In the event that it becomes necessary to revise any part of this Request for Proposals, addenda will be provided.
- D. **Evaluation of Proposals** - Proposals will be evaluated based on the factors listed below. The County reserves the right to reject any and all proposals and to waive informalities in the proposal process. Submitted proposals will only be scored based upon the contents of the submittal. Noncompliance with any condition of this proposal may result in a recommendation to the Board of Commissioners that the consultant be disqualified.
- E. **Rejection of Proposals** – The County reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This Request for Proposals does not obligate the County to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the Request for Proposals does not obligate the County to accept or contract for any expressed or implied services.
- F. **County's standard Terms and Conditions** are included as an Attachment A to this RFP. By submitting Proposal, the Proposer represents that it has carefully read and agrees to be bound by the County's Standard Terms and conditions.

VI. **Selection Criteria**

Evaluation and selection will be made by the Kitsap County Board of

Commissioners using the following criteria:

Qualifications, Experience and References - 50 points

Identify the proposed team, demonstrate the teams’ experience in performing the requested lake management activities outlined in the scope, provide examples of similar work for other entities and describe how the team measures success. Provide a list of references.

Project Approach – 30 points

Outline the team’s recommended approach and methodology for accomplishing tasks required within the scope of services, including a timeline and costs for services

Describe the team’s approach for communicating between county staff, state agencies, stakeholders and the public.

Communication – 20 points

Discuss means of communication, both written and oral, to multiple audiences including county staff, state agencies, stakeholders and the public. Differentiate communication on emergent issues and regular updates.

PROPOSAL SUBMITTAL

Three (3) copies of the proposal must be submitted with the Request for Proposal (RFP) Number, the Date and Time of the Response Deadline, and the Name and Address of the Respondent clearly stated on the outside of the envelope.

Proposals for additional Kitsap County open bid opportunities must be submitted separately. Proposals received after the specified date and time will automatically be rejected and will not receive any further consideration. Postmarked, faxed or e-mailed proposals will not be accepted.

Please submit by mail to:

Colby Wattling, Buyer
Kitsap County Purchasing Office
614 Division Street, MS-7
Port Orchard, WA 98366

OR

For hand deliver, express or courier:

Colby Wattling, Buyer
Kitsap County Administration Building
Purchasing Office – Fourth Floor
619 Division Street
Port Orchard, WA 98366

Proposals received after 3:00 pm October 12, 2017 will not be accepted

ADDENDA RECEIPT

Receipt of the following addenda to the subject solicitation documents is hereby acknowledged:

Addendum Number	Date of Receipt of Addendum	Signed Acknowledgement
_____	_____	_____
_____	_____	_____
_____	_____	_____

SAMPLE CONTRACT

CONTRACT FOR SERVICES

This Contract for Services (the Contract) is entered into by Kitsap County, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (the County) and _____, having its principal offices at _____ (the Contractor).

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on _____. The duration of the contract will be for _____ year with annual renewal options for a period of _____ years. 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 TO BE PROVIDED

- 2.1 A description of the services to be performed by the Contractor is set forth in Description of Services, which is attached to the Contract and incorporated by this reference.
- 2.2 The Contractor 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.
- 2.3 The Contractor will perform the work specified in the Contract according to standard industry practice.
- 2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Contractor will confer with the County from time to time during the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

SECTION 3. CONTRACT REPRESENTATIVES

The County and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

County's Contract Representative

Contractor's Contract Representative

SECTION 4. COMPENSATION

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Exhibit B: Compensation, which is attached to the Contract and incorporated by this reference.
- 4.2 The total amount payable under the Contract by the County to the Contractor in no event will exceed \$_____.

- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the County once a month for payment of work actually completed to date. Subject to the other provisions of the Contract, the County generally will pay such an invoice within 30 days of receiving it.
- 4.4 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.5 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.6 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified by the Contractor and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the County.
- 5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by the County and has become effective.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

- 6.1 The Contractor will 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 reasonable 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 Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.
- 6.2 With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, 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 will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section will be

incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

- 6.3 The Contractor's obligations under these provisions 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 Contractor, the Contractor's employees, agents or subcontractors.

SECTION 7. INSURANCE

- 7.1 **Workers' Compensation and Employer Liability.** The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the Contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.
- 7.2 **Commercial General Liability.** The Contractor will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor 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.
- 7.3 **Automobile Liability.** The Contractor will maintain automobile liability insurance as follows:
- X The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. The aggregate limit will be at least \$2 million. Coverage will include owned, hired and non-owned automobiles.
- 7.4 **Pollution Liability.** The Contractor shall carry pollution errors and omissions liability not less than two million (\$2,000,000) each loss, two million dollars (\$2,000,000) aggregate.
- 7.5 **Miscellaneous Insurance Provisions.**
- A. The Contractor's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
 - B. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will include the County, its officers, officials, employees and agents with respect to performance of services.
 - C. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will contain no special limitations on the scope of protection afforded to the County as an additional insured.
 - D. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the County, its officers, officials, employees or agents.
 - E. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.

- F. The Contractor will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
- G. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- H. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as a claims-made policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

7.6 Verification of Coverage and Acceptability of Insurers.

- A. The Contractor will 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-VII, 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.
- B. The Contractor will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section within 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 may not be canceled, or allowed to expire, except on 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 must be amended so as not to negate the intent of this provision.
- C. The Contractor will 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.
- D. Certificates of insurance will show the certificate holder as Kitsap County and indicate "care of" the appropriate County office or department. The address of the certificate holder will be shown as the current address of the appropriate County office or department.
- E. The Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Kitsap County that the Contractor is currently paying workers' compensation.
- F. Written notice of cancellation or change will 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

- G. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Kitsap County Risk Manager.

SECTION 8. TERMINATION

- 8.1 The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. The County may terminate the Contract upon giving the Contractor 10-days' written notice. In that event, the County will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.
- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by County to the Contractor. No costs incurred after the effective date of the termination will be paid.
- 8.3 If the Contractor breaches any of its obligations under the Contract, and fails to cure the breach within 10 days of written notice to do so by the County, the County may terminate the Contract. In that event, the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the County in completing the work and all damages sustained by the County by reason of the Contractor's breach.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- 9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County.
- 9.2 The Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 10. INDEPENDENT CONTRACTOR

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an employee, an agent or a servant of the County. The Contractor will perform the services in strict accordance with the provisions of the Contract, but will be free from control or direction over the performance of the services.
- 10.2 At least one of the following applies: (a) the services to be provided are outside the usual course of business for which the services are performed; (b) the services to be provided will be performed outside all of the places of business of the County; or (c) the Contractor is responsible for the costs of the principal place of business from which the services will be performed.

- 10.3 The Contractor warrants that it either: (a) is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the Contract; or (b) has a principal place of business for the business it is conducting that is eligible for a business deduction for federal income tax purposes.
- 10.4 The Contractor acknowledges or warrants that it: (a) is responsible for filing at the next applicable filing period a schedule of expenses with the Internal Revenue Service for the type of business the Contractor is conducting; (b) has established an account with the State of Washington Department of Revenue and any other applicable state agencies for the business the Contractor is conducting for the payment of all state taxes normally paid by employers and businesses; and (c) has registered for and received a unified business identifier number from the State of Washington.
- 10.5 The Contractor warrants that it maintains a separate set of books or records that reflect all items of income and expenses of the business that the Contractor is conducting.
- 10.6 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and that the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Kitsap County employees.
- 10.7 The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents from and against any loss or expense, including, but not limited to, settlements, judgments, set-offs, attorneys' fees or costs, incurred or suffered by reason of claims or demands arising in connection with the provisions of this Section.

SECTION 11. NONDISCRIMINATION

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

SECTION 12. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- 12.1 All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be “works for hire” as defined by the U.S. Copyright Act of 1976 and will be owned by the County. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.
- 12.2 All design work done by the Contractor will be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which will be submitted to the County upon request or at the end of the job. Should a construction project result from the work of the Contractor, the record drawings from the Contractor will be transposed onto the electronic design drawings and submitted to the County.
- 12.3 An electronic copy of all word processing documents will 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.

SECTION 13. PATENT/COPYRIGHT INFRINGEMENT

The Contractor will 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 Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by the County of any notice of such claim.

SECTION 14. DISPUTES

Differences, disputes and disagreements between the Contractor and the County arising under or out of the Contract will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County’s contract representative or designee. All rulings, orders, instructions and decisions of the County’s contract representative will be final and conclusive.

SECTION 15. CONFIDENTIALITY

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

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE

- 16.1 The Contract will be construed as having been made and delivered within the State of Washington and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 16.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

SECTION 17. MISCELLANEOUS

- 17.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 17.2 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 17.3 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representatives from assignment to perform services under the Contract upon receipt of a written request to do so from the County's contract representative or designee.
- 17.4 **Legal Compliance.** The Contractor and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.
- 17.5 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.
- 17.6 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.
- 17.7 **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.
- 17.8 **Entire Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.
- 17.9 **Notices.** Any notices will 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 representative's provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three 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.
- 17.10 **Survival.** Those provisions of the Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, but are not necessarily limited to, the following: Sections 6.1-6.3 (Hold Harmless and Indemnification), 8.3 (Termination), 13 (Patent/Copyright Infringement), 14 (Disputes), 15

(Confidentiality), 16.1-16.2 (Choice of Law, Jurisdiction and Venue), 17.1 (Miscellaneous – No Waiver), 17.5 (Miscellaneous – Records Inspection and Retention) and Section 17.7 (Miscellaneous – Severability).