REQUEST FOR QUALIFICATIONS
2018-114

Kitsap County Public Works Department,
Solid Waste Division

for

ENGINEERING AND/OR ARCHITECTURAL SERVICES
FOR DEVELOPMENT OF A FACILITY MASTER PLAN,
PRELIMINARY FACILITY DESIGN, AND COST
ESTIMATE FOR OLYMPIC VIEW TRANSFER STATION

Response Deadline:
Thursday, April 12, 2018 at 3:00 p.m.
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TABLE OF CONTENTS

1.0 PROJECT DESCRIPTION .................................................................................................................. 1
2.0 BACKGROUND .................................................................................................................................. 1
3.0 SITE INFORMATION .......................................................................................................................... 1
  3.1. Site Operations .............................................................................................................................. 1
  3.2. Site Structures .............................................................................................................................. 2
  3.3. Site Access .................................................................................................................................. 4
  3.4. Site Utilities .................................................................................................................................. 4
4.0 SCOPE OF WORK (SOW) .................................................................................................................. 5
  Task 1: Existing Site and Facility Assessment ...................................................................................... 5
  Task 2: Needs Assessment and Facility Programming .......................................................................... 6
  Task 3: Alternatives Identification to meet the County’s needs ............................................................ 6
  Task 4: Alternatives Evaluation and Ranking ...................................................................................... 7
  Task 5: Facility Master Plan ................................................................................................................ 7
  Task 6: Project Management .............................................................................................................. 8
  Task 7: Prepare Project Deliverables .................................................................................................. 8
5.0 SUBMITTAL PROCESS ...................................................................................................................... 9
  5.1. Mandatory Site Visit .................................................................................................................... 9
  5.2. RFQ/SOW and Site Visit Questions ............................................................................................ 10
6.0 CONTRACT TERM AND SCHEDULE .............................................................................................. 10
7.0 PROJECT REQUIREMENTS ............................................................................................................. 10
  7.1. Scope of Work ............................................................................................................................... 10
  7.2. Schedule of Work and Budget .................................................................................................... 11
  7.3. Project Staff .................................................................................................................................. 11
8.0 SUBMITTAL REQUIREMENTS .......................................................................................................... 11
9.0 CONSULTANT EVALUATION PROCESS ..................................................................................... 12
  9.1. Evaluation Criteria ....................................................................................................................... 12
  9.2. Interviews ..................................................................................................................................... 12
  9.3. Selection Process ......................................................................................................................... 12
10.0 SUBMITTAL GUIDELINES ............................................................................................................. 12
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ENGINEERING AND/OR ARCHITECTURAL SERVICES FOR DEVELOPMENT OF A FACILITY MASTER PLAN, PRELIMINARY FACILITY DESIGN, AND COST ESTIMATE FOR OLYMPIC VIEW TRANSFER STATION

MANDATORY SITE VISIT: WEDNESDAY, MARCH 21, 2018 AT 9:00 A.M.

RESPONSE DEADLINE: THURSDAY, APRIL 12, 2018 AT 3:00 P.M.

1.0 PROJECT DESCRIPTION

Kitsap County Public Works Solid Waste Division is requesting Statements of Qualifications from qualified Consultants to provide Engineering and/or Architectural Services for the Development of a Facility Master Plan, Preliminary Facility Design, and Cost Estimate for ongoing operations at the Olympic View Transfer Station, the primary solid waste transfer station located in Kitsap County, Washington.

2.0 BACKGROUND

Kitsap County (the County) owns the Olympic View Transfer Station (OVTS) facility for the processing and transportation for final disposal of municipal solid waste and other waste materials. OVTS is located at 9380 SW Barney White Road, Bremerton, Washington 98312. Municipal solid waste (MSW) is received at OVTS from throughout unincorporated Kitsap County, the Cities located within the County, the U.S. Navy, self-haul customers, and other local jurisdictions including Mason County. OVTS manages MSW, as well as specified recyclable materials, designated special waste materials, and limited household hazardous waste (HHW) for proper disposal.

Located in Kitsap County inside the Bremerton city limits, OVTS operates on a 10.96-acre parcel owned by Kitsap County (Parcel #112301-2-002-1001). The site is located within the area referred to as the Port of Bremerton Olympic View Industrial Park, which is primarily owned by the Port of Bremerton. The OVTS parcel is zoned for general industrial use by the City of Bremerton and the extent of the parcel is currently used for OVTS operations and facilities (Exhibit A: Olympic View Transfer Station Site Maps).

OVTS is bordered by Port of Bremerton property to the south and east, City of Bremerton watershed property to the north, and a rail easement immediately to the west. The Port of Bremerton parcel to the south is currently used for Brem-Air/Waste Management operations. A rail line spur is used to transport MSW from OVTS to a permitted Subtitle D landfill at Columbia Ridge Recycling and Landfill located near Arlington, Oregon. The spur consists of a short line operated by Puget Sound and Pacific (PSAP) Railroad and runs from OVTS to the junction with the North/South Burlington Northern Santa Fe (BNSF) rail line in Centralia, Washington.

3.0 SITE INFORMATION

3.1 Site Operations

OVTS handles the bulk of MSW and curbside-collected household recyclables generated in Kitsap County. OVTS accepts MSW from throughout Kitsap County, including unincorporated areas, the Cities of Bainbridge Island, Bremerton, Port Orchard, and Poulsbo, and the U.S. Navy. MSW from the City of Bainbridge Island is handled and transported by Bainbridge Disposal, Inc. OVTS also accepts MSW generated from portions of neighboring counties, such as Mason County. Special waste materials generated within the County and from other jurisdictions is also accepted. OVTS serves as the temporary consolidation point for MSW containers from all the County's Recycling and Garbage Facilities (RAGFs), as well as curbside-collected recyclables. These MSW containers are tipped at OVTS.
Self-haul customers dispose of MSW, recyclable materials, and limited HHW at OVTS. Recyclable materials including commingled recyclables (mixed containers, mixed paper, and newspaper), glass, corrugated cardboard, scrap metal, and appliances (CFC and non-CFC). Limited HHW is accepted, including used motor oil, spent antifreeze, household batteries, compact fluorescent bulbs, and electronic waste. OVTS is a designated collection site under the E-Waste Collection Program. Separated medical sharps are also accepted from residents.

Waste Management of Washington, Inc. (WMW) operates OVTS under contract with the County. This contract expires in 2022. Prior to that time, the County intends to issue a Request for Proposal (RFP) for operation of the facility. Vendors are contracted by WMW to collect, transport, and manage specified materials, including appliances, recyclables, and limited HHW for proper management and disposal. Some HHW, such as household batteries, are collected and managed by the County’s Solid Waste Division (SWD). Used oil and spent antifreeze are collected, transported, and managed by vendors under contract with the County.

OVTS is open to the general public seven (7) days a week from 8:00 A.M. to 5:00 P.M., except designated holidays. Commercial hauling traffic begins at 6:00 A.M. Once received at OVTS, MSW is compacted into intermodal shipping containers and placed on rail cars for transport via rail to the Columbia Ridge Landfill. OVTS operations and facilities are regulated by state and local rules and regulations and permitted for 5-year cycles by the Kitsap Public Health District (KPHD). The current permit is approved for 2016-2020. Landfill disposal criteria are also subject to Oregon state law and regulations by the Oregon Department of Environmental Quality.

Currently, with the volume of MSW received and self-haul customers serviced at OVTS, it is challenging to maintain and meet operational requirements. Traffic configurations and scale layouts often result in long lines to exit the facility. In 2016, OVTS processed more than 200,000 tons of MSW, an increase of 7% from 2015 and an increase of 17% from 2012. Initial design capacity for OVTS was to serve an estimated 340 customers per day. In 2016, OVTS handled an average of 345 vehicles per day. Peak days for self-haul customers are generally on weekends with over 400 vehicles per day at times.

The tipping floor area available for storage during an emergency is approximately 28,600 square feet, with an average storage capacity of approximately 1,850 tons, equating to an estimated 3-days storage capacity on the floor using an average volume of 600-700 tons per day.

3.2. Site Structures

OVTS structures were built between 2001 and 2002 and the facility began operating in July 2002 with the closing of the Olympic View Sanitary Landfill located southwest of the property. Project design and construction were managed by Waste Management with County oversight. The facilities developed at the time are generally the same as those used now.

A garbage fire in the Transfer Station building in 2015 resulted in some improvement to the Transfer Station building including ceiling insulation, painting, and lighting. Some stormwater management improvements were completed in 2016 as part of a resurfacing and paving project in the commercial staging area.

The facility is surrounded by a perimeter fence. The layout of the operational features of the facility is provided in Exhibit B: Olympic View Transfer Station Site Features. Key existing onsite structures include:

- Transfer Station Building
  - Approximately 45,686 square feet
  - Commercial tipping floor
  - Self-haul tipping floor
  - Support structures and systems
• Special Waste Handling Area
  o Approximately 3,560 square feet
  o Commercial tipping floor
  o Support structures and systems

• Transfer Station Office Building – Employee Facility
  o Approximately 1,840 square feet
  o Office support building, jointly occupied by WMW and the County

• Scalehouse
  o Approximately 324 square feet
  o Scale support building, utilized by WMW Scalehouse Attendants
  o Two (2) inbound scales – 80-ft. long
  o One (1) outbound scale – 80-ft. long

• Rail Spur and Intermodal Container Storage and Handling Area
  o Approximately 77,600 square feet
  o Intermodal container stormwater and handling area
  o One (1) contact water collection tank
  o Rail spur area
  o One (1) Intermodal worker shed

• Public Recycle Drop-off Area
  o Approximately 650 square feet (covered area) and 25,000 square feet (traffic area)
  o Several portable containers for recyclables
  o Portable storage tanks for used motor oil and spent antifreeze

• Public Drop-off Area by the Transfer Station Office Building
  o Two (2) white goods collection areas – one (1) for CFC and one (1) for non-CFC appliances
  o One (1) tire collection area

• General Site Features
  o Four (4) stormwater detention/infiltration ponds (approximately 63,750 square feet total)
  o Sanitary lift station
  o Support systems such as catch-basins, sumps, pretreatment units, etc.
  o Access and maneuvering areas and recently paved commercial vehicle area

• Key Equipment
  o SSI 4500 SPH waste compactor and track car (motorized chassis) to compact waste for shipment, rated 115 tons per hour throughput
  o Loading and excavating equipment
  o Industrial facility operating equipment
  o Taylor top picks
  o Yard goat (small truck to move trailers onsite)
3.3. Site Access

Access to OVTS is provided by one (1) paved access road that enters the property from the south off of SW Barney White Road and leads north toward the Facility entrance and Scalehouse. The Public Recycle Drop-off Area is reached on the south-east side of the property prior to reaching the Scalehouse. Ingress and egress to the Transfer Station facilities are reached through the Scalehouse. Self-haul customers use the western scale and commercial trucks use the eastern scale. To exit the Facility, all self-haul and non-tared commercial vehicles must use the one (1) outbound scale. There is a bypass exit lane present. This traffic configuration often results in long lines, particularly to exit the Facility.

3.4. Site Utilities

Septic and Sewer
The Port of Bremerton Olympic View Industrial Park, where OVTS is located, is served by a large on-site sewage system (LOSS) managed by the Port of Bremerton and regulated by the Washington State Department of Health. Sewage structures within the OVTS property discharge to the Port's LOSS system via a series of onsite connections and a lift station. The LOSS is only for domestic use and industrial wastewater is not currently authorized to be discharged into the system.

The Port or Bremerton is reportedly considering upgrading the sewage system including a potential new connection to the City of Bremerton system. This long-term plan and schedule would need to be confirmed with the Port of Bremerton.

The OVTS sanitary drainage system collects industrial effluent through an oil-water separator, vault, and onsite contact water aboveground-storage tank that is used to collect the water for proper disposal through an approved treatment plant permitted to accept the material.

Stormwater Management
The site’s stormwater management system accepts non-contact surface water run-off from the paved parking and driving areas, the Transfer Station building, and other portions of the site. The system consists of catch basins, underground piping, oil-water separators, pretreatment units, pumps, infiltration ponds, and discharge structures.

There are four (4) stormwater detention/infiltration ponds and a series of conveyance lines and water quality pretreatment units. The system is designed to capture, pre-treat, and infiltrate stormwater produced by a 100-year/24-hour storm event. The system includes an overflow discharge should a storm exceed design capacity of the system through an outlet from the northern pond on the north side of the property, which would discharge to a natural drainage swale on City of Bremerton property.

The site operates under a National Pollutant Discharge Elimination Systems (NPDES) Industrial Stormwater General Permit #WAR004629 for the Brem Air/Waste Management and Olympic View Transfer Station facilities. This permit is held by WMW, who manages the Stormwater Pollution Prevention Plan (SWPPP) for the site. General permit reporting and monitoring reports are prepared by WMW.

The site has exhibited problems with adequate collection and infiltration of stormwater, in particular the northern pond. This has resulted in the pond frequently having to be physically pumped to discharge into an adjacent separate pond on the east side of the property. Discharges that do not meet water quality standards have not been measured from the property. The stormwater collection system needs to be closely evaluated for surface water management including water quantity and quality.

Electrical
Puget Sound Energy provides electrical utility service to the site.

Water
The City of Bremerton provides potable water service to the site.
4.0 SCOPE OF WORK (SOW)

Structures and facilities at OVTS are aging and in need of repairs, upgrades, and/or replacement in the near future. As the primary transfer station that receives and manages waste from throughout Kitsap County, OVTS operations are intended to continue for an extended time period. Capacity needs for facility operations should be evaluated for present and future needs. Facility layout needs should also be evaluated and considered for future operations.

The County is soliciting qualifications from interested consultants for the development of a Master Plan to evaluate the needs and alternatives for continued OVTS operations, to develop a preliminary design for the County’s selected alternatives, and for a planning level estimate for the costs of design and construction. A general scope of work for this project includes:

- Task 1: Existing Site and Facility Assessment
- Task 2: Needs Assessment and Facility Programming
- Task 3: Alternatives Identification
- Task 4: Alternatives Evaluation and Ranking
- Task 5: Facility Master Plan
- Task 6: Project Deliverables
- Task 7: Project Management

A specific, detailed scope of work will be developed with the selected Consultant upon notification from the County of contract award.

Task 1: Existing Site and Facility Assessment

OVTS is an aging and very busy facility in need of repairs, upgrades and/or replacement of some structures, and an evaluation of the facility operations and layout for long-term operations. The assessment should evaluate the current facility, using available information provided by the County, and the effectiveness of the current structures to meet operational needs for a planning period of 30 years. Each facility/structure associated with OVTS operations should be identified and assessed as to current conditions and operational capacity. Items identified by the County to be included as part of the assessment should include (but are not limited to):

- Facility physical condition, need for repairs, and current remaining life expectancy;
- Facility operational capacity;
- Observable site conditions, including geotechnical;
- Potential expansion of operations to meet future solid waste and recycling growth;
- Facility layout, roads, site access, internal traffic circulation, and wait times;
- Customer service levels;
- County setbacks and easements;
- Utilities and infrastructure;
- Potential addition of another scale(s) for future operations;
- Safety and code/regulatory compliance;
- Sustainability and environmental considerations; and
- Impact on and/or from adjoining property uses.
Additional areas identified by the selected Consultant that may apply to the County’s evaluation and long-term operations should be considered. The County will work with the selected Consultant to further identify areas and items to be evaluated. The results of this task will be documented in a technical memorandum with a summary of findings and identification of concerns. Technical documents, background information, and relevant photos should be included.

Task 2: Needs Assessment and Facility Programming

Working closely with the County, the selected Consultant will develop an understanding of the County’s present and future long-term functional and operational needs for OVTS using a 30-year planning period. The Port of Bremerton five to ten year plan for the industrial park area should be considered. Based on available information, the selected Consultant will develop a facility program to serve as the basis for the alternatives identified under Task 3. The facility program should evaluate and identify functional requirements including (but not limited to):

- Waste flow and vehicle forecasts;
- Traffic movement and queuing;
- Material handling and processing;
- Municipal solid waste acceptance and facility management;
- Recycling facility acceptance and facility management;
- Limited household hazardous waste collection;
- Surface water management;
- Customer transactions and needs;
- Site and access considerations;
- Site signage;
- Security considerations; and
- Site features including pavement, fencing, lighting, and landscaping.

The selected Consultant will work closely with the County to define and prioritize a set of weighted evaluation criteria to be used in Task 4 to evaluate the strengths and weaknesses of the alternatives developed under Task 3. Once County and stakeholder input is collected, the initial draft program and criteria list will be the subject of a development workshop. The results of Task 2 will be presented in a facility program/needs statement and an alternatives evaluation criteria and scoring template for the County’s review and comment. The final documents will incorporate the County’s comments.

Task 3. Alternatives Identification to meet the County’s needs

The selected Consultant will develop a graphic and narrative description of a range of facility improvement upgrades for up to four (4) alternatives to address the long-term program needs identified under Task 2. The description of alternatives will include a planning level estimate of probable costs, as well as any significant operations and maintenance (O&M) cost considerations. For each alternative, the selected Consultant should include a summary of the strengths and weaknesses and any other considerations for the County.

As part of Task 3, the selected Consultant should identify one or more specific construction strategies to maintain ongoing operations that will work best with the alternatives that are under consideration. OVTS is a busy, operating facility that serves the public. Construction strategies will be key to evaluating the options to best meet the County’s needs.
Another important aspect of the alternatives identification process will be to develop a cohesive stormwater management plan for the entire site. Stormwater management has been identified as a concern at OVTS and it should be fully evaluated to address current and future plans for proper management.

The results of Task 3 will be presented in a draft technical memorandum for the County’s review and comment. A final technical memorandum will incorporate the County’s comments.

**Task 4: Alternatives Evaluation and Ranking**

After completion of Task 3, the selected Consultant will conduct a planning workshop with County staff and other key parties identified by the County to evaluate and rank the facility alternatives identified in Task 3 with the evaluation criteria established under Task 2. The outcome of the workshop will be a ranking of alternatives for the County to review and consider and selection of a preferred alternative by the County.

The results of this task will be presented in a draft alternatives analysis memorandum that will recommend a preferred alternative and provide the basis for the recommendation. The memorandum will be finalized after receiving the County’s comments. The County will then select a preferred alternative to take forward into Task 5.

The selected Consultant will assist in the preparation of presentation materials in support of an internal County briefing for final approval of the preferred alternative. Two (2) selected Consultant staff members will be assumed to participate in the one (1) briefing.

**Task 5: Facility Master Plan**

The selected Consultant will take the County’s preferred alternative and develop a draft and final Facility Master Plan (FMP) that will include preliminary facility design drawings (plans, sections, and details) and planning-level estimate of costs based on those initiated as part of Task 3. Task 5 will be initiated with an outline of the FMP for the County’s review and approval. Based on the final outline, the results of the task will be presented in a draft FMP report.

The draft FMP report should include, at a minimum:

- Summary of objectives, planning process steps taken, and overview of the results of each step;
- Facility and site assessment developed under Task 1;
- Facility program and evaluation criteria developed under Task 2;
- Summary of the facility alternatives considered in Task 3 and the evaluation and ranking of those alternatives conducted in Task 4;
- Narrative discussion of the selected alternative including the strategy to maintain facility operations during construction;
- Regulatory compliance discussion of permitting requirements for the site, facility and operations for the selected alternative;
- Preliminary design conducted as part of this task;
- Draft planning-level estimate of costs considering the design, construction management, construction costs, with construction conducted as a prevailing wage project; and
- Preliminary schedule and discussion of the implementation steps for the selected alternative, including steps needed for regulatory and permitting approvals.
The selected Consultant will assist in the preparation of presentation materials in support of an internal County briefing for approval of the draft FMP. Two (2) selected Consultant staff members will be assumed to participate in one (1) briefing. The draft FMP report will be finalized after receiving the County’s comments on the draft report.

**Task 6: Project Management**

Upon execution of the contract, the selected Consultant will manage and adhere to the County-approved Scope of Work based on the tasks outlined above, including the County-approved Budget and Schedule. The selected Consultant will develop an internal Project Management Plan, prepare monthly invoices accompanied by a project status report, administer subcontractors and agreements, and coordinate, schedule, and participate in project meetings, including preparation of meeting notes.

**Task 7: Prepare Project Deliverables**

Specific deliverables currently identified to be prepared and submitted by the selected Consultant as part of this project are identified in Table 1.

### TABLE 1: PROJECT DELIVERABLES

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### 5.0 SUBMITTAL PROCESS

Proposers are solely responsible for all costs incurred in the development and submission of the response to this Request for Qualifications (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.

#### 5.1 Mandatory Site Visit

A mandatory site visit will be held on **Wednesday, March 21, 2018**. The site visit will begin at 9:00 A.M. at the Randy W. Casteel Public Works Annex and will then proceed as a group to OVTS after a brief introduction and overview. Directions to the Randy W. Casteel Public Works Annex are provided in Exhibit C: Site Visit Information.

Photographs are allowed during the site visit. The site visit will involve walking around the OVTS grounds, including the facilities and structures, and is expected to take approximately two (2) hours. Personal protective equipment (PPE) including hard hat, safety vest, and closed-toe shoes are **required** and must be worn at all times while onsite at OVTS. Those attending should provide their own PPE for the site visit.
A maximum of two (2) representatives from each potential respondent team are authorized to attend the site visit. A visitors’ log will be provided to the Facility Operator in advance of the site visit. In order to plan accordingly, the County requests prospective bidders send notification of their intent to attend the site visit in writing via email by **2:00 P.M. on Tuesday, March 20, 2018**. Notifications should be sent to:

Keli McKay-Means, Projects and Operations Manager  
Kitsap County Public Works Solid Waste Division  
kmckay-means@co.kitsap.wa.us

### 5.2. RFQ/SOW and Site Visit Questions

Site operations prevent County staff from answering ANY questions while at OVTS. It is expected that ALL attendees will proceed back to the Randy W. Casteel Public Works Annex for a Question and Answer (Q&A) session after leaving OVTS. Questions must be written down and each question will be addressed during this Q&A session.

Questions and answers will be transcribed by a County representative and included in an Addendum to be published as described below. If information pertaining to the question(s) is readily available during the Q&A session, answer(s) will be provided to all attendees and transcribed as stated above. If information is not available during the Q&A session, the question will be transcribed as stated above and the answer will be included in the Addendum to be published as described below.

Site visit attendees may also submit additional questions regarding this solicitation. Additional questions must be submitted via e-mail by **3:00 p.m. on Monday, March 26, 2018**, and should be directed to:

Keli McKay-Means, Projects and Operations Manager  
Kitsap County Public Works Solid Waste Division  
kmckay-means@co.kitsap.wa.us

Responses to all questions received at the site visit and via email will be published as an Addendum to this RFQ on or before **Thursday, March 29, 2018**. The Addendum will also be posted on the County’s Bid Opportunities website (spf.kitsapgov.com/das/Pages/Online-Bids.aspx). Failure to request clarification of any inadequacy, omission, or conflict will not relieve the vendor of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested vendor to assure that they received responses to questions if any are issued.

### 6.0 CONTRACT TERM AND SCHEDULE

All services awarded through this solicitation shall commence upon contract execution and extend through completion of the project. The contract term and schedule will be determined with the selected Consultant as part of the awarded contract, including the project specific Scope of Work, Budget, and Schedule of Work, and developed in conjunction with the County.

The County intends to expedite the award and implementation of the contract. The County’s anticipated completion date for services awarded from this solicitation is December 31, 2018.

The selected Consultant will be required to adhere to the standard terms and conditions of the Kitsap County Professional Services contract as shown in Exhibit D: Draft Contract.

### 7.0 PROJECT REQUIREMENTS

#### 7.1. Scope of Work

The selected Consultant will be required to provide a detailed Scope of Work to complete all service and work presented in the tasks outlined above.
7.2. **Schedule of Work and Budget**

The selected Consultant will be required to provide a schedule and proposed hours for review and approval by the County for the various tasks identified in the Scope of Work above. For planning purposes, the schedule should assume up to 30 calendar days review time by County staff for deliverables depending on the scope of the deliverable as identified in Table 1.

7.3. **Project Staff**

The selected Consultant’s Project Manager is expected to be committed for the duration of the proposed project, unless approved by the County.

8.0 **SUBMITTAL REQUIREMENTS**

Submitted responses must include the following information:

- A brief introductory letter of interest stating the Consultant’s interest in the project;

- Pertinent contact information, including the Consultant’s name, phone number(s), and email address, names of the principal in charge and the project manager, names of the key personnel proposed to be involved, and all proposed sub-consultants and their relevant contact information;

- A detailed Scope of Work that outlines how the Consultant would achieve the project tasks outlined in this RFQ. The Scope of Work should be a clear, concise statement of the approach to be taken to achieve the requirements and expectations of this project and demonstrate the Consultant’s understanding of the project goals and objectives;

- A detailed Level of Effort estimate that outlines how the Consultant would achieve project tasks outlined in this RFQ. The Consultant should prepare a level of effort spreadsheet that contains line items for each major task to be performed with the estimated staff hours per task to be expended in that effort. The level of effort spreadsheet will be used to evaluate and compare the County’s understanding of the Scope of Work with the Consultant’s proposal;

- A detailed Statement of Qualifications demonstrating the Consultant’s experience and expertise developing and completing similar projects as outlined above. Identify up to five (5) projects of similar complexity and magnitude conducted by staff and/or the Consultant within the past five (5) years. Each project description should not exceed one (1) page in length. Provide references and a current phone number for each project identified;

- A statement of experience and capabilities of the proposed key project staff, including names and qualifications of key staff identified to work for the duration of the project. Provide resumes for key staff and any sub-consultants who are proposed to work on the project. Each resume should not exceed two (2) pages in length. The Project Manager is expected to be committed for the duration of the project, unless approved by the County;

- Of the projects listed above, identify the involvement of proposed project team members for whom resumes have been submitted;

- A list of sub-consultants, if any, and their specific involvement on this project. Identify no more than three (3) projects of similar complexity and magnitude undertaken by the sub-consultant in the past five (5) years, including references and a current phone number for each project. Each identified sub-consultant project should not exceed one (1) page in length; and

- A current copy of the Consultant’s Certificate of Insurance showing evidence of proper insurance, including the required levels shown in Exhibit D Draft Contract;
9.0 CONSULTANT EVALUATION PROCESS

9.1. Evaluation Criteria

Upon closure of the RFQ, all submittals received will be reviewed and evaluated according to the criteria provided below:

1. Consultant’s demonstrated understanding of the project and the County’s goals and objectives as demonstrated in the project description and scope of work submitted as part of the Statement of Qualifications  
   - 30 points
2. Experience and qualifications of key personnel assigned to work on this project including experience with projects of similar complexity and requirements and a demonstrated ability of the consultant to perform high quality work, to control costs, and to meets schedules on similar projects  
   - 30 points
3. Estimated level of effort to complete the project  
   - 20 points
4. Knowledge and experience with Kitsap County or similar agency projects, plans, specifications, estimated and/or contract practices  
   - 10 points
5. Approach to quality control and project management as demonstrated in the Statement of Qualifications and overall quality of the proposal  
   - 10 points

9.2. Interviews

A County Committee will evaluate each submittal received on or before the stated closing date. According to the criteria listed above, the committee may:

1. Make a recommendation to the Kitsap County Public Works Director and request authority to negotiate a contract based on the submittals received; or
2. Request additional information from Consultants whose responses appear to have the greatest likelihood of success; and/or
3. Invite one or more consultants whose responses appear to have the greatest likelihood of success to attend an interview and then make a recommendation to the Kitsap County Public Works Director and request authority to negotiate a contract.

9.3. Selection Process

Subsequent to the deadline for acceptance of the Statement of Qualifications and using the evaluation criteria and weights indicated above, the County will evaluate all received proposals and will determine rankings based upon the materials submitted and oral interviews, if deemed necessary by the County.

The County will contact the consultant with the highest ranked proposal and request a detailed Scope of Work, proposed Budget and schedule. If an agreement cannot be reached with the top ranked consultant, the County will contact the consultant with the next ranked proposal and attempt to reach an agreement. The process will repeat until an agreement is reached with a responding consultant.

10.0 SUBMITTAL GUIDELINES

To be considered for this RFQ, four (4) copies of the Submittal Requirements must be submitted with the RFQ 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. Proposal(s) 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: OR Hand deliver to:
Colby Wattling, Buyer
Kitsap County Purchasing Office
614 Division Street, MS-7
Port Orchard, WA 98366

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

Proposals must be received no later than 3:00 p.m. on Thursday, April 12, 2018.

All costs for response preparation and negotiation incurred by the Proposer, whether or not they lead to execution of a contract and agreement with Kitsap County, must be borne entirely and exclusively by the Proposer.

Kitsap County reserves the following rights for acceptance, modification, and/or rejection of submitted proposal(s) such as:

1. Rejection of any or all proposals.
2. Rejection of any proposals not in compliance with proposal requirements.
3. Providing of addenda, amendments, supplementary material or other modifications to the proposal specifications.
4. Cancellation of this Request for Qualifications without issuance of another Request for Qualifications.
5. Issuance of subsequent requests for new proposals.
6. Request for submission of further information by the Proposer in order to complete evaluation by Kitsap County.
7. Determination to select one or more Proposers for attempted negotiation of a final contract(s). Decisions made by Kitsap County will be final.
EXHIBIT A: OLYMPIC VIEW TRANSFER STATION SITE MAPS
EXHIBIT C: SITE VISIT INFORMATION

DIRECTIONS TO RANDY W. CASTEEL PUBLIC WORKS ANNEX
FOR THE MANDATORY SITE VISIT

The site visit will start at the Randy W. Casteel Public Works Annex, located at 8600 SW Imperial Way, Bremerton, Washington 98312, in the Olympic View Industrial Park. Directions are provided below:

Directions from the North (Silverdale/Bremerton):
Take Highway 3 South into Gorst. Exit right onto Highway 3 South towards Belfair/Shelton. As you approach the Bremerton National Airport, take Exit 28 at SW Barney White Road and enter the Olympic View Industrial Park. At the four-way stop, continue straight through the intersection and follow SW Barney White Road to the next intersection with SW Imperial Way. The Randy W. Casteel Public Works Annex is located on the southwest corner of the intersection.

Directions from the South (Tacoma/Gig Harbor):
Take Highway 16 West towards Bremerton/Port Orchard. As you enter Gorst, exit left onto Highway 3 South towards Belfair/Shelton. Follow the exit towards the stop light and turn left onto Highway 3 South. Continue on Highway 3 South towards Belfair. As you approach the Bremerton National Airport, take Exit 28 at SW Barney White Road and enter the Olympic View Industrial Park. At the four-way stop, continue straight through the intersection and follow SW Barney White Road to the next intersection with SW Imperial Way. The Randy W. Casteel Public Works Annex is located on the southwest corner of the intersection.

Directions from the East (Shelton/Belfair):
Take Highway 3 North towards Bremerton/Port Orchard. As you approach the Bremerton National Airport, make a left at the light for SW Imperial Way and enter the Olympic View Industrial Park. At the four-way stop, go left onto SW Barney White Road and follow SW Barney White Road to the next intersection with SW Imperial Way. The Randy W. Casteel Public Works Annex is located on the southwest corner of the intersection.

Directions from the Seattle/Bremerton Ferry Terminal:
Follow the ferry traffic south onto Burwell Street (State Route 304 N). As you emerge from the tunnel, continue on South 304 for approximately 1.5 miles through several traffic lights. Turn left onto N Callow Ave (State Route 304 S) and continue to Highway 3 South toward Belfair/Shelton. As you enter Gorst, exit RIGHT onto Highway 3 South toward Belfair/Shelton. As you approach the Bremerton National Airport, take Exit 28 at SW Barney White Road and enter the Olympic View Industrial Park. At the four-way stop, continue straight through the intersection and follow SW Barney White Road to the next intersection with SW Imperial Way. The Randy W. Casteel Public Works Annex is located on the southwest corner of the intersection.
EXHIBIT D: DRAFT CONTRACT

CONTRACT NO. Enter Contract No

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract (“Contract”) is between Kitsap County, a Washington state municipal corporation (“County”) and Enter Contractor Name, a Enter Contractor Classification having its principal offices at Enter Contractor Physical Address (“Contractor”). In consideration of the terms and conditions of this Contract, the parties agree as follows:

SECTION 1. TERM AND EFFECTIVE DATE

1.1 The Contract will become effective on Enter Start Date and terminate on Enter End Date, unless terminated or extended. The Contract may be extended for additional consecutive terms at the mutual agreement of the parties, not to exceed a total of Enter Renewal Option(s) 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

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

2.2. Contract. “Contract” means this Contract and any exhibits, amendments, and solicitation documents accepted by the County, and Attachments A (Scope of Work), B (Compensation), Additional Attachments.

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

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

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

SECTION 3. COMPENSATION AND PAYMENT

3.1. Compensation. The maximum amount of compensation paid under the Contract by the County shall not exceed $Enter Contract Amount. A description of the compensation is provided in Attachment B: Compensation, which is incorporated herein by reference.
3.2. **Invoice.** The Contractor will submit one invoice to the County per month for payment of Services completed to date, unless otherwise provided herein. Each invoice shall identify the Services performed, dates performed, and any other information requested by the County.

3.3. **Payment.** The County will make reasonable efforts to pay the Contractor within 30 days from the date the County receives a complete and correct invoice, unless otherwise provided herein. All funds disbursed to the Contractor will be processed by Direct Deposit via Automated Clearing House (ACH), unless otherwise agreed to by the parties.

3.4. **Insurance/W-9 Compliance.** All payments are expressly conditioned upon the Contractor’s compliance with all insurance requirements and submission of a current IRS W-9 form to the County. Payments may be suspended in full in the event of noncompliance. Upon full compliance, payments will be released to Contractor unless otherwise provided herein.

3.5. **Restrictions.** The Contractor will only be entitled to receive payment for Services expressly authorized in the Contract, and received during the Contract term and accepted by the County. Contractor acknowledges oral requests and approvals of additional services or additional compensation are prohibited and unenforceable. Advance payments are not authorized.

**SECTION 4. TERMINATION**

4.1. **For Convenience.** The County may terminate the Contract, in whole or in part, without penalty, for any reason or no reason, with ten days prior notice to the Contractor.

4.2. **For funding issues.** If any funding for Services is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the Contract becomes effective, the County may: (1) accept a decreased price offered by Contractor; (2) terminate the Contract; or (3) terminate the Contract and re-solicit the requirements.

4.3. **Termination for Default.** The County may immediately terminate the Contract, in whole or part, due to the failure of the Contractor to comply with any Contract term or condition, or to make satisfactory progress in performing the Contract, or if the County determines the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity. Contractor shall immediately notify the County if the Contractor becomes suspended or debarred.

4.4. **Procedures.** Upon receipt of notice of termination, the Contractor shall stop all Services as directed in the notice, notify Personnel of the termination date, and minimize further costs. All goods, materials, documents, data, and reports prepared by the Contractor under the Contract shall become the property of, and delivered to, the County on demand. A final payment will be made to the Contractor only for Services performed and accepted by the County through the effective date of termination. No costs incurred after the effective date of the termination will be paid.
SECTION 5. INDEMNIFICATION

5.1. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively “Indemnitees”) from and against all Claims resulting from or arising out of the performance of the Contract, whether such Claims arise from the acts, errors, or omissions of Contractor, its Personnel, third parties, or Kitsap County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors, or omissions any of them may be liable. It is the specific intent of the parties that the Indemnitees shall, in all instances, except Claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by Contractor from and against any and all Claims.

5.2. With regard to any Claim against any Indemnitee by any of Contractor’s Personnel, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, Contractor’s indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or Contractor’s Personnel under workers compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) and acknowledges this waiver was mutually negotiated by the parties.

5.3. Architectural, Landscape Architectural, Engineering, or Land Surveying Services. Should a court of competent jurisdiction determine the Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and agents, the Contractor’s liability hereunder, including the duty and cost to defend, will be only to the extent of the Contractor’s negligence.

5.4. Claim. “Claim” means all losses, claims, suits, actions, liabilities, damages, demands, judgments, settlements, expenses, fines, or other liabilities of any kind or nature whatsoever, including without limitation, all costs including costs of Claim processing, investigation, reasonable attorneys’ fees, consequential damages, and punitive damages, for any personal or bodily injury, sickness, disease, disability, or death, or loss or damage to tangible or intangible business or property, including the loss of use. Claim includes any infringement of copyright, patent, trademark, or other proprietary rights of any third parties arising out of Contract performance or use by the County of materials furnished or work performed under the Contract.

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

SECTION 6. INSURANCE

6.1. Minimum Insurance Required. Contractor and its subcontractors, if any, shall procure and maintain, until all of Contract obligations have been fully discharged, including any warranty period, all insurance required in this Section with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VII and a category rating of not less than “8”, with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in this Section, or the limits available under the policies maintained by Contractor without regard to the Contract, whichever is greater.

6.2. Professional Liability. Not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. Coverage will apply to liability for professional error, act or omission arising out of or in connection with Contractor’s Services under the Contract. The coverage shall not exclude bodily injury, property damage or hazards related to the work rendered as part of the Contract or within the scope of the Contractor’s services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such Services are rendered under the Contract.

6.3. Commercial General Liability (“CGL”). Not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent contractor liability, and stop gap/employer’s liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required herein, without the prior written approval of the County. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by the Contract.

6.4. Automobile Liability. (Check one of the following options):

☐ Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.

☐ Not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.

☐ Not less than $100,000 per occurrence and $300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.
6.5. **Umbrella or Excess Liability.** Contractor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest “Each Occurrence” limit for either CGL or Automobile Liability. Contractor agrees to an endorsement naming the County as an additional insured as provided in this Section, unless the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

6.6. **Workers’ Compensation and Employer Liability.** If applicable, Contractor shall maintain workers’ compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Contractor’s Personnel eligible for such coverage. If the Contract is for over $50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than $1,000,000.

6.7. **Primary, Non-Contributory Insurance/Subcontractors.** The Contractor’s and its subcontractors’ insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the County will be excess and not contributory to such insurance policies. All Contractor’s and its subcontractors’ liability insurance policies must be endorsed to show as primary coverage. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein.

6.8. **Review of Policy Provisions.** Upon request, Contractor shall provide a full and complete copy of all requested insurance policies to the County. The County reserves the right without limitation, but has no obligation to revise any insurance requirement, or to reject any insurance policies that fail to meet the requirements of the Contract. The County also has the right, but no obligation to review and reject any proposed insurer providing coverage based upon the insurer’s financial condition or licensing status in Washington. The County has the right to request and review the self-insurance retention limits and deductibles, and Contractor’s most recent annual financial reports and audited financial statements, as conditions of approval. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver, of its obligation to maintain all the required insurance at all times as required herein.

6.9. **Waiver of Subrogation.** In consideration of the Contract award, Contractor agrees to waive all rights of subrogation against the County, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should the Contractor enter into a waiver of subrogation on a pre-loss basis.

6.10. **Additional Insured, Endorsement and Certificate of Insurance.** All required insurance coverage, other than the workers’ compensation and professional liability, shall name the County, its elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by Contractor and its subcontractors. Endorsement is not required if Contractor is a self-insured government entity, or insured through a government risk pool authorized by Washington State.
The Certificate of Insurance and endorsement shall identify the Contract number and shall require not less than 30 days' prior notice of termination, cancellation, nonrenewal or reduction in coverage. At the time of execution, Contractor shall provide the Certificate of Insurance, endorsement, and all insurance notices to: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, Washington 98366.

6.11. No Limitation on Liability. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees, or agents. Contractor’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer’s liability.

6.12. Claims-Made. If Contractor’s liability coverage is written as a claims-made policy, Contractor shall purchase an extended-reporting period or “tail” coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Contract.

SECTION 7. NOTICE AND CONTRACT REPRESENTATIVES

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

**County’s Contract Representative**
Name: Click here to enter text.
Title: Click here to enter text.
Address: Click here to enter text.
Phone: Click here to enter text.
Fax: Click here to enter text.

**Contractor’s Contract Representative**
Name: Click here to enter text.
Title: Click here to enter text.
Address: Click here to enter text.
Phone: Click here to enter text.
Fax: Click here to enter text.
SECTION 8. AMENDMENTS, SUBCONTRACTS, INDEPENDENT CONTRACTOR

8.1. Amendment. No amendment or modification to the Contract will be effective without the prior written consent of the authorized representatives of the parties.

8.2. Successors and Assigns. To the extent permitted by law, the Contract is binding on the parties’ respective partners, successors, assigns, executors, and legal representatives.

8.3. Assignments. Except with the prior written consent of the other party, each party shall not assign or transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law any right, duty, obligation, or remedy under the Contract. Any purported assignment or transfer in violation of this section shall be void.

8.4. Subcontracts. Contractor shall provide the County a list of all subcontractors and the subcontractors’ proposed responsibilities. “Subcontract” means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or service for the performance of the Contract. All subcontracts shall incorporate by reference the terms and conditions of this Contract. Contractor is solely responsible for the performance and payment of its subcontractors.

8.5. Independent Contractor. Each party under the Contract shall be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. Contractor shall have complete responsibility and control over its Personnel. Neither Contractor nor its Personnel shall be, or be deemed to be, or act or purport to act, as an employee, agent or representative of the County. Contractor and its Personnel shall have no County employee-type benefits of any kind whatsoever, including without limitation, insurance, pension plan, vacation pay or sick pay, or other right or privilege afforded to County employees. Contractor and its Personnel shall be responsible for payment of all insurance, taxes, and benefits.

SECTION 9. OWNERSHIP, CONFIDENTIAL INFORMATION AND BREACH

9.1. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made performed, or otherwise produced by the Contractor or its Personnel for delivery to the County under this Contract shall be the sole and absolute property of the County. All such property shall constitute “work made for hire” as defined by the U.S. Copyright Act of 1976, 17 U.S.C § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material the Contractor uses to perform this Contract that is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not “work made for hire” within the terms of the Contract.

Professional Services Contract 01262018
9.2. **Confidential Information/Breach.** Contractor shall ensure that all personal identifying information, financial information, and other information submitted or made available to Contractor by, or on behalf of, the County, or acquired or developed by Contractor in the performance of the Contract (unless publicly available) is kept confidential, secured, and protected to prevent unauthorized access. Such information will be utilized by Contractor solely as necessary for the performance of Services under the Contract and not made available to any other person without the County's prior written consent. In the event of unauthorized access or other security breach, Contractor shall immediately notify the Contract Representative and shall at its sole expense comply with all requirements of RCW 19.255.010, in effect at any given time. Upon expiration or termination of the Contract, all confidential information shall be returned to the County or destroyed at the County's discretion.

**SECTION 10. REPRESENTATIONS AND RECORDS**

10.1. **No Fee.** Contractor certifies it has not received, nor paid or agreed to pay, another person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract.

10.2. **Licenses, Permits and Taxes.** Contractor shall, at its own expense, have and maintain all licenses, registrations, permits, and approvals necessary for the performance of the Contract, including without limitation, registration with the Washington State Department of Revenue. Contractor shall pay all fees (including licensing fees) and applicable federal, state, and local taxes.

10.3. **Compliance.** Contractor and its Personnel, and the Services provided by Contractor and its Personnel, shall comply with all applicable laws, codes, and standards in effect at any given time regardless as to whether such laws are referred to by the County. If required for the Services provided, Contractor and its Personnel shall submit to a background check as directed by the County.

10.4. **Nondiscrimination.** Contractor and its Personnel shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of the Contract.

10.5. **Public Records.** Contractor acknowledges the Contract and all public records associated with the Contract shall be available to the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW ("Act"). To the extent that public records in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor shall make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under the Contract, whether electronic or hard copy, to be protected from disclosure under the law, the Contractor shall clearly identify all specific information it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information that has been identified by the Contractor as protected from disclosure and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligation will be to make a reasonable effort to notify the
Contractor of the request and the date that such protected information will be released to the requester unless the Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has, and by this Section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County will not be liable to the Contractor for releasing records in compliance with the Act, this Section or court order.

10.6. Advertising, Logo. Contractor shall not use, advertise, or promote for commercial benefit information concerning the Contract or use any trade name, trademark, or logo of the County, without the County’s prior written consent.

10.7. Audit and Record Retention. Contractor and its Personnel shall retain all books, documents, and records relating to performance of the Contract and Services provided in connection with this Contract for six years after completion of the Contract or longer if requested by the County. All records shall be subject to inspection and audit by the County. Upon request, Contractor shall promptly make available to the County a legible copy of all books, documents, and records at no cost to the County.

SECTION 11. RIGHTS AND REMEDIES

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

11.2. Right of Assurance. If the County in good faith has reason to believe the Contractor does not intend, or is unable to perform or continue performing under the Contract, the County may demand in writing that the Contractor give a written assurance of intent to perform. Should the Contractor fail to provide adequate assurance to the reasonable satisfaction of the County, by the date specified the demand, the County may terminate all or part of the Contract and pursue all other rights and remedies available at law and in equity.

11.3. Responsibility for Errors. All Services shall be completed to the satisfaction of the County and as required herein. Upon request, Contractor shall provide any clarifications and/or explanations regarding any Services provided as required by the County, at no additional cost to the County. In the event of an error or omission under the Contract, Contractor shall, at no cost to the County, provide all necessary design drawings, estimates, and all other professional services the County deems necessary to rectify and correct the matter to the satisfaction of the County. The Contractor shall continue to be responsible for the accuracy of Services, even after the Work is accepted by the County and the termination or expiration of the Contract.

11.4. Remedies. All County rights and remedies under the Contract are in addition to, and shall in no way limit, any other rights and remedies that may be available to County at law and in equity.

11.5. Right of Off-Set; Reimbursement. The County will be entitled to offset against any sums due Contractor and to reimbursement from the Contractor for any damages, expenses, or costs incurred by the County due to Contractor’s nonconforming performance or failure to perform the Services under the Contract.
11.6. **Waiver.** Either party’s failure to insist upon the strict performance of any provision of the Contract, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any right or remedy under the Contract unless expressly so agreed in writing by an authorized representative.

11.7. The County may, upon termination of the Contract, procure on terms and in the manner that it deems appropriate, Services to replace those under the Contract. The Contractor shall be liable to the County for any and all costs, expenses, penalties, and fees incurred by the County in procuring Services in substitution for those due from the Contractor.

SECTION 12. GOVERNING LAW, DISPUTES

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

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

SECTION 13. PREVAILING WAGE

☐ Does not apply

☐ Contractor shall comply with the prevailing wage requirements attached hereto.

SECTION 14. GENERAL PROVISIONS

14.1. **Implied Contract Terms.** Each provision of law and any terms required by law to be in the Contract are made a part of the Contract as if fully stated in it.

14.2. **Headings/Captions.** Headings and captions used are for convenience only and are not a part of the Contract and do not in any way limit or amplify the terms and provisions hereof.

14.3. **No Party the Drafter.** The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.

14.4. **No Third Party Beneficiary.** No provision of the Contract is intended to, nor will it be construed to, create any third party beneficiary or provide any rights or benefits to any person or entity other than the County and Contractor.

14.5. **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties’ rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

14.6. **Counterparts.** The Contract may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

14.7. **Non-Exclusive Contract.** The County may at its discretion enter into multiple agreements to obtain the same or similar services that are the subject of this Contract or may have its own employees perform the same or similar services contemplated by the Contract.

14.8. **Survival.** Those provisions of this Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, without limitation: Sections 5 (Indemnification), 6 (Insurance), 8.5 (Independent Contractor), 9 (Ownership, Confidential Information and Breach), 11 (Rights and Remedies), 12 (Governing Law, Disputes), and 14 (General Provisions).

14.9. **Entire Agreement.** The parties acknowledge the Contract is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by the Contract.

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

Dated this day of , 20  Dated this day of , 20

KITSAP COUNTY, WASHINGTON

Signature

NAME

Title

Print Name

Title

[County signature block on separate page]