

**KITSAP COUNTY
PUBLIC WORKS SEWER UTILITY DIVISION**

**REQUEST FOR QUALIFICATIONS
2019-139**



FACILITY PLAN/SEWER PLAN UPDATES

**RESPONSE DEADLINE:
THURSDAY, JUNE 27, 2019 3:00 PM**

**REQUEST FOR QUALIFICATIONS
2019-139**

**PUBLIC WORKS DEPARTMENT
SEWER UTILITY DIVISION
FACILITY PLAN/SEWER PLAN UPDATES**

RESPONSE DEADLINE: Thursday, June 27, 2019 3:00 PM

The Kitsap County Sewer Utility (SU) is requesting statements of qualifications from consulting firms interested in providing planning and engineering services associated with several SU treatment plants and their corresponding collection and conveyance networks.

The 6.0 MGD Central Kitsap Treatment Plant (CKTP) on the Brownsville Highway, Poulsbo, processes an annual average flow of approximately 3.7 MGD from the surrounding areas of Central Kitsap/Silverdale, the City of Poulsbo, the Keyport commercial area, and the naval bases at Keyport and Bangor. In addition, this facility accepts solids from the outlying wastewater treatment plants at Manchester, Suquamish, and Kingston, as well as septage from local haulers.

This project would seek to complete updated Facility Plans/Sewer Plans for the following:

- The Central Kitsap Treatment Plant
- The CKTP collection and conveyance system
- The Suquamish Treatment Plant and collection and conveyance system
- The Kingston Treatment Plant and collection and conveyance system

The plans would fulfill the requirements of RCW 90.48.110 and WAC 173-240-030 and would address:

- Planning Area Characteristics
- Wastewater Characteristics
- Description of Existing Facilities
- Regulatory Requirements and Coordination
- Upcoming Permit restrictions
- Collection System Improvements
- Wastewater and Reclaimed Water Treatment Improvements
- Prioritized List of Capital Projects
- Financial Analysis
- SEPA Compliance
- Stakeholder Outreach and Review

Additional site-specific analyses may be conducted at some of the facilities, as necessary, including, but not limited to, the following aspects of process operation at CKTP:

- Alternatives for offsite disposal of biosolids

- Feasibility of upgrading to Class A solids production
- Evaluation and recommendations for upgrades/redundancy associated with the anaerobic digesters and gravity thickeners including optimizing operation of co-generation equipment
- Development of a SCADA master plan
- Development of operating strategies for nitrification/denitrification
- Implementation of recycled water delivery to Silverdale Water District
- Side stream or alternative management options for FOG and septage

The Facility Plans will be coordinated with the Kitsap County Comprehensive Plan, as amended, for population projections and land use data.

Relevant background documentation includes:

- Central Kitsap County Wastewater Facility Plan, March 2011
- Central Kitsap County Wastewater Facility Plan Addendum, May 2013
- Kingston Wastewater Facilities Plan Update Addendum, May 2013
- Reclamation & Reuse Project Basis of Design, Aug. 2011
- Suquamish Wastewater Collection Facilities I&I Analysis, June 2012
- Final Suquamish Basis of Design Summary, Feb. 2014

This material can be accessed for review at:

<https://www.kitsapgov.com/pw/Pages/Project-Planning-.aspx>

The Comprehensive Plan is located at:

https://www.kitsapgov.com/dcd/Pages/Kitsap_County_Comprehensive_Plan.aspx

Note: The hydraulic modeling of the CKTP system is currently ongoing and will be completed separately for incorporation into the CKTP Facility Plan.

Please note that separate notices to proceed may be given for the various areas of study.

Information sessions will be hosted at the CKTP on the following two days. SU staff will be able to guide attendees on a tour of the CKTP facilities and answer questions about Kingston and Suquamish. Please note that this is an RFQ only; we are not looking for proposals. Please note that we will not be hosting meetings associated with this Request other than at these two times. Please feel free to call at any time with any questions; contact is below.

Thursday, June 13, 10:00 a.m.

Tuesday, June 18, 10:00 a.m.

The Central Kitsap Treatment Plant is located at 12351 Brownsville Highway NE, Poulsbo, WA., 98370.

SELECTION CRITERIA:

The Kitsap County Wastewater Division will evaluate all proposals based on the following criteria. Each criterion will be rated on a scale of one to five and an offer will be extended to the firm deemed the most suitable. Interviews may be held to aid the County in their selection amongst the qualified firms.

1. Statement of understanding of requested scope of work
2. Experience and background of key personnel related to projects of this type, in terms of size and complexity, within last five years.
3. Description of typical project management services that will be provided for control of project scope and budget, quality control for project deliverables, public and stakeholder interaction, and regulatory compliance
4. Knowledge of pertinent Kitsap County, state, and federal permits and regulations, as applicable to this project.
5. Samples of relevant material developed previously for stakeholder communications (web pages, graphics, brochures, newsletters, etc.). An online link to view posted samples is acceptable.
6. Quality of references (please include three references for the project manager) and one for stakeholder engagement/public relations lead.

Tentatively, the project schedule is as follows:

- RFQ published May 20, 2019
- Submittal Deadline June 27, 2019 @ 3PM
- Selection of consultant and contract award August 2019

Interested firms shall submit a proposal, not to exceed 20 pages total, double-sided (up to 40 pages of content), inclusive of resumes, and tabbed with items #1-6, as indicated above.

Five (5) copies of the proposal must be submitted with the Request for Qualifications (RFQ) number and the name and address of the respondent clearly stated on the outside of the envelope. The inside cover of the SOQ should include the name, address, and contact information of the proposed project manager. Please mail proposal documents, or deliver by hand, to Colby Wattling, Kitsap County Purchasing, cwattling@co.kitsap.wa.us, at:

MAIL:
Kitsap County Purchasing Office
614 Division Street, MS-07
Port Orchard, WA 98366

HAND DELIVER / EXPRESS COURIER:
Kitsap County Administration Building
Fourth Floor
619 Division Street
Port Orchard, WA 98366

Public Works staff members will review and rate the statements of qualifications. Interviews of the top-ranked firms may be conducted based on the number and qualifications of submittals.

Questions regarding this request should be directed to Barbara Zaroff (360) 981-1767, or bzaroff@co.kitsap.wa.us

All costs for proposal 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. Attachments other than requested above will not be considered as part of the evaluation.

Kitsap County reserves the following rights for acceptance, modification, and/or rejection of submitted proposals such as:

1. Rejection of any or all proposals.
2. Rejection of any proposal 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. Decisions made by Kitsap County will be final.

SELECTION PROCESS

An RFQ evaluation committee, comprised of Public Works staff, will evaluate each proposal received on or before the stated deadline. According to the criteria listed above, on its initial evaluation, the committee may:

1. Make a recommendation to the County's Public Works Department Director and request authority to negotiate a Contract with one or more consultants; or
2. Request additional information from the 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/presentation to discuss their qualifications and cost estimates and then make a recommendation to the Public Works Director and request authority to negotiate a contract with one or more consultants.

The County reserves the right to conduct reference checks, at either or at both of the following two points of the evaluation process:

1. After proposals are evaluated, for the consultant with the highest score;
2. In the event that interviews are held, the consultant with the highest combined score of the proposal and interview.

In the event that information obtained from the reference checks reveals concerns about the consultant's past performance and their ability to successfully perform the contract to be executed based on this RFQ, the County may, at its sole discretion, determine that

the consultant is not the most qualified and may select the next highest-ranked consultant whose reference checks validate the ability of the consultant to successfully perform the contract to be executed based on this RFQ. In conducting reference checks, the County may include itself as a reference if the consultant has performed work for the County, even if the consultant did not identify the County as a reference.

CONTRACT NEGOTIATIONS

The County shall negotiate with the most qualified Consultant, as determined by evaluation of the responses and, if applicable, interviews. If the County is unable to reach agreement with the highest ranked firm, it may negotiate with the second highest ranked firm, proceeding in turn to each firm, in order of rank, until a Contract is executed.

CONTRACTING PROVISIONS

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

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

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

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

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional 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 and terminate on. 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 Exhibit A: 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 **Professional Legal Liability.** The Contractor, if it is a licensed professional, will maintain professional legal liability or professional errors and omissions coverage appropriate to the Contractor's profession. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Contractor's services under the Contract. The coverage will not exclude bodily injury or property damage. The coverage will not exclude 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.
- 7.2 **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.
- 7.3 **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.
- 7.4 **Automobile Liability.** The Contractor will maintain automobile liability insurance as follows (check ONE of the following options):
- Not Applicable.**
- 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.
- The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$100,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$300,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Contract and the certificates of insurance must evidence that these conditions have been met. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage will include owned, hired and non-owned automobiles.
- 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 agent, an employee or a servant of the County. The Contractor specifically has the right to direct and control Contractor's own

activities in providing the agreed services in accordance with the specifications set out in the Contract.

- 10.2 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and 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.
- 10.3 The Contractor will have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent or representative of the County.

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 representatives 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.

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