



**KITSAP COUNTY**

**REQUEST FOR PROPOSAL (RFP)  
2020-145**

**NOTICE TO CONSULTANTS FOR**

**ON-CALL REVIEW OF PLANS AND APPLICATIONS SUBMITTED FOR LAND USE, ENVIRONMENTAL AND  
STORMWATER REVIEW SUBJECT TO DEVELOPMENT CODE REQUIREMENTS AS REQUIRED BY KITSAP  
COUNTY**

**RESPONSE DEADLINE: Friday, January 22, 2021 by 2:00 p.m.**

**GENERAL INFORMATION**

Kitsap County's Request for Proposal (RFP) invites Statements of Qualifications (SOQ) from qualified individuals, firms and organizations who can provide professional services for land use, grading, stormwater, and environmental permit application review. The successful consultant is expected to enter a professional services contract with Kitsap County, and the parties to the contract will negotiate a detailed scope of work, budget, and schedule.

**OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.**

**SCOPE OF PROJECT**

The Kitsap County Department of Community Development, specifically the Development Services and Engineering Division (DSE) is the agency responsible for administration, review, and acceptance of environmental, grading land use and stormwater codes and applications in unincorporated Kitsap County. The scope of this contract is to provide supplementary development permitting review services including permit application and plan review for environmental, stormwater and land use services on an on-call basis. Specifically, the Consultant will be tasked to review permit applications, plans, and construction documents to determine compliance with codes, regulations, and standards applicable to environmental, land use, stormwater, drainage, grading, geo-technical, and ecological requirements. Services provided under this contract are intended to augment DSE's existing workforce under the following circumstances:

- ❖ Specialized work in situations which County staff do not have the necessary technical expertise.
- ❖ Specific projects for which, or periods during which, the ordinary capacity of County staff resources represented by the AFCME 1308 Collective Bargaining Unit is insufficient to process permitting workload within target timelines.
- ❖ Temporary backfill of vacant staff position(s); or

- ❖ Temporary backfill for staff on leave, special assignment, emergency/disaster response, or training.

In no circumstances shall services under this contract replace DSE workforce as approved by the Kitsap County Board of Commissioners. Services provided by the Contractor under this contract shall comply with the Revised Code of Washington (RCW), Kitsap County Codes and associated labor agreements. Contractor services are under the direction and authority of DSE and the Department. The Contractor shall screen work order requests referred from DSE Leadership and inform DSE leadership of its ability to perform requested services within a timeframe, cost, and other performance or contract requirements agreed upon. DSE does not guarantee any level of work under this contract. Please note that Kitsap County may elect to award a primary, a secondary (back-up) and even third contractor for this work or specific elements of the Scope to ensure timely performance of all disciplines are covered. The County would elect to use the secondary or third contractor for a work order should the primary contractor be unable to provide service as required.

The Consultant shall prepare a contract management plan that includes establishment of a framework for project management of individual work orders; identification of team members, organizational structure, and invoicing procedures; preparation of monthly status reports; and participation in required coordination meetings. The Consultant may also be requested to coordinate work performed under this contract with work performed by DSE staff or other application review disciplines and/or separate Departments and agencies who conduct review. The Consultant shall provide overall quality control for all work performed by Consultant staff. The Consultant shall be capable of working on multiple work orders at the same time and shall plan and provide adequate resources to assure schedule requirements and permit review timelines are met for each work order. The Consultant shall prepare monthly progress reports for DSE Leadership that compare work accomplished with scheduled activities, compare expenditures with work order budgets and review timelines. The progress report shall describe the status of work completed, and schedule status, budget status, estimated percentage of work completed for each ongoing work order and days under review by the Consultant.

## **SUBMITTAL REQUIREMENTS**

### Statement of Qualifications

A letter of interest shall be submitted that indicates the following:

- A. That portion (all or a subset) of the Scope of Project for which the firm is submitting a proposal.
- B. Firm Background
  - 1. General information about the firm, including a description of the firm's background, the names and number of years the firm has been in business, and current or previous names, or additional assumed business names, and any other pertinent firm information.
- C. Project Organization and Staffing
  - 1. Provide an organization chart showing all proposed team members and describing their responsibilities for this proposal. Include the professional qualifications including certifications of each member of the project team.
  - 2. Provide the names of the lead or primary and secondary contacts of the team.

3. Identify any subcontractors and the portion of work that will be performed by a subcontractor, if any, including their professional qualifications including certifications.

D. Description of Related Experience

1. Describe the firm's experience with reviewing plans submitted for permit applications for the identified application review disciplines.
2. Contact names, addresses and phone numbers for individuals responsible for completed work subject to this proposal.
3. Detailed fee or costing structure related to the reviews.
4. Summary of the firm's role/responsibility in completing reviews and exchanging information with DSE staff and Leadership as well as other County review parties.
5. Summary of the firm's deliverables for each review.
6. Describe the firm's familiarity with Kitsap County.
7. Describe the firm's ability to complete work on schedule and permit review timelines.
8. (Optional) Identify any other relevant information pertinent to this RFP section.

E. Project Approach - Describe your Firm's approach to this project.

Additional data or information, if desired.

Individuals completing civil or stormwater engineering review under this proposal shall be a licensed professional engineer in Washington State according to the specific discipline of review.

### **SUBMITTAL FORMAT**

The Requests for Proposals should be organized in a manner that allows the reviewer to evaluate the firm's qualifications quickly and easily. Brevity of text that is clear and concise is desired. The nature and form of response are at the discretion of the respondent, but the RFP shall be no more than twenty (20) pages in length. The page count excludes the cover page, a one- or two-page Letter of Interest, and section dividers, provided the text of the response is not printed upon them. The pages shall be eight and one-half inches by eleven inches.

Three (3) hard copies and an electronic copy of the consultant submittal must be provided.

### **SELECTION PROCESS**

#### **General Approach**

Requests for Proposals will be evaluated based on the firm's clear ability to accomplish the needed reviews. This may result in the selection of a firm, or a short list of firms, who will be asked to provide additional information at an oral interview. The County and the selected finalist(s) will begin the development of a final project scope and fee negotiations following the selection process. Kitsap County reserves the right, at its sole discretion, to request interviews of selected consultants, to make selections based on initial proposals, or to reject all proposals.

## Evaluation Criteria for the Written Responses

Each proposal will be evaluated and given a score based upon the quality of response to each of the following topic areas. Maximum number of points achievable is 100.

- A. Project Timeline & Budget - 30 points maximum
  - i. Timeline – 15 points
    - Demonstrates the ability to create/monitor project timelines
    - Demonstrates the ability to meet project timelines
    - Demonstrates the ability to exceed project timelines
  - ii. Budget – 15 points
    - Ability to create/monitor total project budget (soft and hard costs)
    - Methods of proven successes of staying within project budget
- B. Organizational Background, Experience & Expertise - 50 points maximum
  - i. Qualifications of Proposed Members – 15 points
    - Years of experience
    - Quantity of similar projects
    - Education
    - Years with the firm
  - ii. Comprehension, Responsiveness and Demonstrated Success – 15 points
    - Illustrates that the team clearly understands objectives and technical requirements
    - Responsiveness to all aspects of the RFP
    - Firm’s demonstrated success with similar projects
  - iii. Public Sector Experiences, - 20 points
- C. Clarity of Proposal - 20 points maximum
  - Is the proposal easy to understand?
  - Do the graphics further clarify the written items?
  - Did the firm stay within the maximum allotted pages?

A two-step selection may be used to award this contract for services. First, the written proposals will be rated based upon the criteria noted in this RFP. Kitsap County retains the right to make selections based on the written submittals and/or request follow-up presentations from selected firms before awarding the contract.

**AGREEMENT FOR SERVICES**

The selected firms will be expected to enter into a standard Professional Services Agreement, which is attached.

**SUBMISSION**

Offers shall be submitted to the Purchasing Agent at the location specified below in a sealed envelope or package provided by the offeror and shall include the offeror’s name and address, the Request for Proposals (RFP) name and number, and the submittal due date clearly identified on the outside of the envelope or package. The offeror is responsible for the timely delivery of submitted offers, regardless of the delivery method. Offerors should allow sufficient time to ensure timely receipt by the County. Offers received after the submittal due date and time will not be opened or considered. The timeliness of offer submissions is determined by the County.

Three (3) hard copies and an electronic copy of RFP must be provided.

**By mail to:**

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

**OR**

**For hand delivery, express, or courier:**

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

**Sealed proposals will be accepted no later than 2:00 p.m. on January 22, 2021**, at which time they will be recorded and forwarded to the Angie Silva, Assistant Director with the Department of Community Development. Any questions regarding this RFP should be directed to Vicki Martin, Buyer at [vmartin@co.kitsap.wa.us](mailto:vmartin@co.kitsap.wa.us).

Persons with disabilities may request that this information be prepared and supplied in alternate forms by calling collect to (360)337-5777, or TTY (360)337-5455.

The recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all consultants that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

# SAMPLE CONTRACT

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## KITSAP COUNTY CONTRACT FOR PROFESSIONAL SERVICES TEMPLATE

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 (Contractor), having its principal offices at (Contractor's address).

### **SECTION 1. EFFECTIVE DATE OF CONTRACT**

The Contract will become effective on XXX and terminate on XXX. 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 \$XX.
- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the County once a month for payment of work 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 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 as an additional insured 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 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 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**

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.

**SECTION 13. PATENT/COPYRIGHT INFRINGEMENT**

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

**SECTION 14. DISPUTES**

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

**SECTION 15. CONFIDENTIALITY**

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

**SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE**

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

## SECTION 17. MISCELLANEOUS

- 17.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 17.2 **Tax Payments.** The Contractor will pay all applicable federal, state, and local taxes, fees (including licensing fees) and other amounts.
- 17.3 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents, or representatives from assignment to perform services under the Contract upon receipt of a written request to do so from the County's contract representative or designee.
- 17.4 **Legal Compliance.** The Contractor and its subcontractors, employees, agents, and representatives will comply with all applicable federal, state, and local laws, rules, and regulations in their performance under the Contract.
- 17.5 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.
- 17.6 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.
- 17.7 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 17.8 **Entire Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.
- 17.9 **Notices.** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representative's provision of the Contract. Notice may also be given by facsimile with the

original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.

- 17.10 **Survival.** Those provisions of the Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, but are not necessarily limited to, the following: Sections 6.1-6.3 (Hold Harmless and Indemnification), 8.3 (Termination), 13 (Patent/Copyright Infringement), 14 (Disputes), 15 (Confidentiality), 16.1-16.2 (Choice of Law, Jurisdiction and Venue), 17.1 (Miscellaneous – No Waiver), 17.5 (Miscellaneous – Records Inspection and Retention) and Section 17.7 (Miscellaneous – Severability).

DATED this \_\_\_ day \_\_\_\_\_, 20\_\_\_.      DATED this \_\_\_ day \_\_\_\_\_, 20\_\_.