SPOKANE COUNTY

BÉLA G. KOVÁCS, C.P.M., CPPO
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Department Of Purchasing
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REQUEST FOR QUALIFICATIONS (RFQ) P8660

Engineering Services For The Spokane County Pretreatment Program

Submittals from minority, women and disadvantaged business enterprises are encouraged

SUBMITTAL DEADLINE	SUBMIT
5:00 P.M. Local, Thursday, May 22, 2014	Original plus five (5) duplicate copies and one electronic copy
DELIVERY BY HAND Spokane County Purchasing Department 1101 W. College Ave., Second Floor, Suite 241B Spokane, Washington	**DELIVERY BY MAIL** Spokane County Purchasing Department 1101 W. College Ave., Suite 241B Spokane, WA 99201

Prepared By:
Bret M. Lancaster, Buyer

Prepared For:
Spokane County Utilities

Administrative questions and packet request should be directed to: Bret M. Lancaster, Buyer, at 477-3693

4-22-2014

Béla G. Kovács, C.P.M.
Director of Purchasing
Date

4-23-14

Kevin R. Cooke, P.E.
Utilities Director
Date

<u>If your firm elects to not submit a response to this Request For Qualifications please complete the "No Response Statement" form and return to the County.</u>

Spokane County Purchasing Department 1101 W. College Ave., Suite 241B Spokane, WA 99201	SPOKANE COUNTY WASHINGTON	**RFQ Number: P8660**

Buyer: Bret M. Lancaster, (509) 477-3693

NO RESPONSE STATEMENT

Receipt of this completed form will assist us in calling for future submittal work of this nature. Please complete and submit this form prior to the submittal deadline as shown on the Request For Qualifications notice or document.

A response to the Request For qualifications is not being submitted for the following reason(s):

- ❒ We do not provide the required services
- ❒ The project scope is too small
- ❒ The project scope is too large
- ❒ Cannot handle due to present work load
- ❒ Insufficient time to prepare submittal
- ❒ Licensing restrictions (please explain)
- ❒ Other reasons or additional comments (please explain below)

I / We wish to respond to similar services in the future ❒ Yes ❒ No	Authorized Company Official – Signature and Title	Date

Do not write in this space	Firm Name	
	Address	
	City	
	State	Zip Code
	Telephone Number	

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REQUEST FOR QUALIFICATIONS

1. NO RESPONSE STATEMENT: Firms that are not able or do not wish to submit a response are encouraged to complete and return the enclosed No Response Statement form. Return of the form will help the County keep its solicitation lists up to date, minimize printing and distribution costs and stop inconveniencing Vendors with what they might perceive as "junk mail". Therefore to help achieve our goal if no response to this solicitation is received by a vendor after two consecutive mailings, the vendor may be deleted from our vendor list for this type of commodity item.

2. DEFINITIONS: For clarification and the purpose of brevity, the following definitions will be used throughout these specifications:

#	Term	Definition
1	A/E	1. See Entity. 2. Architectural and Engineering services Professional services rendered by any person contracting to perform activities within the scope of the general definition of professional practice in chapters 18.08, 18.43, or 18.96 RCW. 3. The person or entity awarded a contract resulting from this RFQ.
2	Company	Same as Entity.
3	Contractor	Same as Entity.
4	County	Spokane County Washington, a political subdivision of the State of Washington.
5	Entity 1	A firm, company or a person working through a sole proprietorship or other legal organizational structure.
6	Firm	See Entity.
7	Person	See Entity.
8	Professional Services	See A/E
9	Respondent	An entity submitting a response to the RFQ
10	Vendor	Same as A/E
[1] Unless otherwise specified newly established entities will be given consideration if they are able to demonstrate a history of experience as indicated in their response to this RFQ by their key personnel who will be assigned to this project.		

3. NON-DISCRIMINATION: The Spokane County Board of County Commissioners hereby notifies all firms that no person or organization shall be discriminated against on the basis of race, religion, color, age, sex or national origin in consideration for an award issued pursuant to this advertisement. Additionally minority business enterprises are encouraged to submit responses to this invitation.

4. SERVICE DESIRED:

4.1. BACKGROUND: Spokane County owns and operates a sewer collection system that discharges to the Spokane County Regional Water Reclamation Facility (SCRWRF) and to the City of Spokane Riverside Park Water Reclamation Facility (RPWRF). The County owns 10 million gallons per day of treatment capacity at the RPWRF. National Pollutant Discharge Elimination System (NPDES) permits have been issued jointly with the City of Spokane (WA-0024473 for RPWRF) and separately to Spokane County (WA-0093317 for SCRWRF). The County also operates the Latah Creek Wastewater Treatment Plant under state permit ST8045. The Washington State Department of Ecology (WSDOE) has delegated Industrial Pretreatment authority to Spokane County for all of its sewer service areas that flow to these facilities.

4.2. SCOPE OF WORK:

4.2.1 Work covered under this contract will be on an as-needed basis for an initial period of three years. The contract may be extended in one-year increments for a total of up to ten years by mutual agreement of the parties.

4.2.2 In general, the selected firm will support the Spokane County Pretreatment Program providing technical assistance with permitting, Federal and State regulation interpretation, staff training, and coordination with City, State and Federal Pretreatment Regulators. Specific work requirements may include:

4.2.2.1 Review wastewater discharge permit applications to determine applicable categorical pretreatment requirements. Write wastewater discharge permits and accompanying fact sheets.
4.2.2.2 Review Pretreatment Facility Engineering Reports for completeness and accuracy.
4.2.2.3 Provide technical review of local effluent limits. Check appropriateness of local limits against technology based limits. Develop local limits.
4.2.2.4 Evaluate requests for relief from Pretreatment requirements based on unreasonable burden or hardship.
4.2.2.5 Provide technical assistance on the application of Federal and State Industrial Pretreatment regulations.
4.2.2.6 Provide technical assistance in the ongoing improvement of the County Industrial Pretreatment Program (e.g. update Pretreatment Ordinance, Pretreatment Program Manual, various agreements, Mercury Abatement Program, Extra Strength Surcharges, etc.).
4.2.2.7 Attend coordination meetings with WSDOE, CH2M HILL, City of Spokane, and Industrial Users as a representative of Spokane County as needed.

4.3. CONSULTANT QUALIFICATIONS: The County desires to enter into a contract with a consultant experienced in Industrial Pretreatment regulations, Industrial Processes, and the reduction of undesirable pollutants. The consultant should have extensive knowledge of all aspects of Industrial Pretreatment including program development and implementation; effluent testing; permit development and enforcement; and, Federal, State and Local Pretreatment regulations. The County expects that a single Pretreatment Specialist will serve as the primary contact and resource person through the term of the contract.

RFQ submittals should emphasize the following experience and skills:

4.3.1 Experience in Industrial Pretreatment.
4.3.2 Knowledge of Federal, State, and Local Industrial Pretreatment requirements and standards.
4.3.3 Approach to the work.
4.3.4 Availability of primary Pretreatment Specialist and pertinent support staff.

5. PROJECT LOCATION: Spokane County, Washington.

6. PERFORMANCE OF SERVICES: The County intends that the firm awarded a contract will perform the work commencing upon the notice to proceed and terminate upon project completion and acceptance unless terminated sooner with written notification by the County.

7. CONFIDENTIAL/PROPRIETARY PROPOSAL MATERIAL

7.1. The Washington Public Disclosure Act, Chapter 42.56 RCW("Public Records Act") exempts the following information from public disclosure:

7.1.1. Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, and Research Data".

7.1.2. Proprietary data, trade secrets, or other information that relates to: (a) A vendor's unique methods of conducting business; (b) data unique to the product or services of the vendor. “Trade Secrets” are defined as information, including a formula, pattern, compilation, program, device, method, technique, or process that: (a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

7.2. Any information contained in the proposal that is considered confidential/proprietary must be clearly designated and marked. Marking of the entire proposal or entire sections as confidential/proprietary will not be honored and may render the submittal as non-responsive. Marking of pricing as confidential/proprietary will not be honored.

7.3. Proposals submitted to Spokane County for consideration will be held in confidence, and not be made available to other vendors for review or comparison until after award and contract execution.

7.4. If a request is made to view a proposer’s confidential/proprietary documents, records, or information, Spokane County will comply strictly with the Public Records Act.

7.4.1. Spokane County shall notify the proposer in writing of the public records request as provided in RCW 42.56.520. Within ten (10) days of this notice, the affected proposer will be asked to provide the legal basis under which such documents are not subject to disclosure under the Public Records Act. Additionally, County legal staff will review the documents requested to determine whether or not the documents are subject to disclosure under that act. Spokane County will be the sole judge as to the records, documents or information that constitutes public information.

7.4.2. The proposer shall be notified in writing if Spokane County determines that the documents, records, or information are subject to disclosure. The proposer shall take such legal actions as it deems necessary to protect its interests. If the proposer has not commenced such actions within five (5) calendar days after receipt of the notice that Spokane County legal staff has determined such documents are subject to disclosure and provided Spokane County written notice of the actions, Spokane County may make such portions available for review and copying by the public as Spokane County, in its sole judgment as to the records, documents or information that constitute public information under the Public Records Act.

7.5. Defense and Reimbursement Obligations:

7.5.1. The proposer asserting that portions of its proposal can be legally protected shall bear all costs of defending such assertion, including indemnifying and reimbursing Spokane County for its administrative, expert and legal costs and judgments involved in defending itself in actions arising from such assertions by the proposer including (without limitation) any assessments as provided by statute.

7.5.2. By submitting a proposal with portions marked “Confidential” or “Proprietary or Business Trade Secrets” or “Valuable Formulae, Designs, Drawings, Computer Source Code Or Object Code, or Research Data” or the like, the proposer has thereby agreed to the provisions of this section, including the defense and reimbursement obligations. **If these terms are not acceptable, a proposer should consider not replying to this Request For Proposal/Qualifications or Solicitation for Bids.**

8. ADDENDA TO THE REQUEST FOR QUALIFICATIONS:

8.1. Only those clarifications or interpretations of the documents that have been issued by written addenda by the Spokane County Purchasing Department will be official. Clarifications given during the submittal process by Spokane County to respondent's questions will be considered informal and unofficial. The county shall not be held responsible for oral interpretations. Should any apparent discrepancies, omissions, or doubt as to meaning be found in the document the respondent shall at once notify the person listed above for administrative questions.

8.2. Acknowledge receipt of addenda in Attachment A, Part 1 where called for. Failure to provide acknowledgment may result in the submittal being rejected as not responsive.

9. SCHEDULE: (***The following dates are based upon initial planning and should be considered tentative***).

1. Evaluate applications the week of May 26, 2014
2. Interview finalists (if conducted) the week of June 2, 2014
3. Designation of the most highly qualified firm by Board of County Commissioners the week of June 9, 2014

10. SELECTION PROCESS:

10.1. Spokane County will be the sole judge in the determination of the most highly qualified firm. A recommendation committee will rank all proper submittals based on the evaluation criteria set forth in this packet. From these rankings either a recommendation for the most highly qualified firm will be made or a short list of leading candidates will be developed for the purpose of interviews.

10.2. Spokane County reserves the right to select the most highly qualified firm based solely on the written response to the evaluation criteria. Interviews are not a mandatory part of this process. Spokane County will be the sole judge in the determination of the most highly qualified firm.

11. INTERVIEWS:

11.1. Interviews will be held at the sole option of the County. If interviews are conducted selected firms will plan to have their identified Project Manager/Pretreatment Specialist make the presentation. In addition other identified key personnel should be on the interview team. Short listed firms may be asked to provide supplemental or additional information for review by the committee prior to the interviews.

11.2. The County reserves the right to utilize new or revised evaluation criteria and weights to be used in evaluation of the firms being interviewed. If changes are made to the criteria or weights they will be reduced to writing and be sent to the interview candidates prior to the conduct of the interviews.

11.3. Committee members will use the applicable evaluation criteria and weights to evaluate interview information. Previous clients may be contacted as part of the evaluation process. The recommendation committee will rank the firms interviewed and present their recommendation to the Board of County Commissioners for selection of the most highly qualified firm.

12. LIMITATIONS:

12.1. A resolution by the Spokane County Board Of County Commissioners declaring a firm as the “most highly qualified” to perform the work referred to in this RFQ is not intended, nor will it in any way be construed or considered, to be a contract or an exclusive guarantee to furnish the services associated with this RFQ or any other work suitable to a firm of its type.

12.2. Any contract awarded will be nonexclusive and if it be in the County’s best interest it may award work to other firms. Any contracts resulting from this request for professional qualifications will be between the County and the provider of services and may be canceled upon written notification by the County.

12.3. The production of any schematic design, master plan or any other work produced as part of a scope of work, will not be a guarantee that the firm preparing it will have the exclusive right to perform any or all work associated with them.

13. CONTRACT: A contract for the work of the RFQ will be negotiated utilizing a Scope Of Work (SOW) and fee prepared by the A/E. If an agreement cannot be reached with the selected A/E, the next “most highly qualified” A/E will be contacted for contract negotiations. No work will be undertaken without a mutually agreed

upon statement of work, fee, and contract executed by the parties.

14. GENERAL CONDITIONS:

14.1. This request for qualifications does not commit Spokane County to award a contract or to pay any costs incurred in preparing a submittal or to procure or contract for services or supplies. Spokane County reserves the right not to select any firm for the services based on this RFQ, to accept or reject any or all submittals, or to cancel, at its discretion, this request for qualifications at any time.

14.2. The County reserves the right to utilize the request for qualification process for any reason whatsoever and to contract for work regardless of project size, type or estimated fee value.

14.3. The County reserves the right to award work to other firms and to make a selection and contract for work regardless of project size, type or estimated fee value.

14.4. Debarred Or Suspended Party: The County will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

14.5. Maintenance Of Records: The Contractor will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Contractor shall make available to the County, Washington State Auditor, Federal Grantor Agency, Comptroller General of the United States or any of their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Contractor shall have kept in conjunction with this Agreement and which the County may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

14.6. Contract Termination:

14.6.1. Any formal agreement resulting from this RFQ may be terminated by the A/E upon thirty (30) days' prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of this Contract through no fault of the A/E.

14.6.2. Any formal agreement resulting from this RFQ may be terminated by the County with or without cause immediately upon written notice to the A/E. If the A/E’s termination is not for cause of this Contract the A/E shall be paid, on a prorated basis, for services rendered to the County's satisfaction through the date of termination.

14.6.3. After receipt of a Termination Notice and except as otherwise directed by the County the A/E shall:

(1) Stop work on the date and to the extent specified; and
(2) Terminate and settle all orders and subcontracts relating to the performance of the terminated work; and
(3) Transfer all work in process, completed work, and other material related to the terminated work to the County; and
(4) Continue and complete all parts of the work that have not been terminated.

14.6.4. In the event of termination through no fault of the A/E, the County agrees to pay the A/E for all services performed to the date of termination based upon actual costs and expenses incurred according to contract. Payment will be based upon an itemized breakdown and documentation by the A/E that services have been performed to the date of termination and acceptance of said documentation by the County.

14.6.5. If the event of termination for cause due to a determination by the County that it is no longer the most highly qualified firm to carry on the work of the contract the A/E shall reimburse the County for all reasonable costs associated with the replacement of the A/E with a new A/E. In addition, and at no cost to the County or the replacement A/E, the terminated A/E shall provide the replacement A/E with all of the work product produced under the contract to the date of termination which is deemed necessary for the replacement A/E to carry on the work of the project

15. KEY EMPLOYEE(S): It is expected that the Project Manager/Pretreatment Specialist and other key employee(s) upon which the A/E based its qualifications to perform the work of the RFQ will be the ones who perform the services on behalf of the A/E. Any proposed change in these key personnel shall give Spokane County the right to re-evaluate the qualifications of the A/E.

15.1. A written request by the A/E for a substitution or replacement of its project manager or other key employee(s) will be submitted to the County for review. The request will describe why the action is being requested and be accompanied by the documentation for the person(s) as called for in the RFQ's criteria section dealing with the competence of personnel and any applicable specialized experience. Based upon the County's review of the A/E's documentation, and any supplemental information that may have been submitted at the County's request, the County, may at its sole option: (1) approve the A/E's request in writing; or (2) deny the A/E's request and call for other substitute(s) or replacement(s) to be submitted for review; or (3) terminate the A/E's contract for cause and remove the A/E from the project.

15.2. In submitting a response to the RFQ the A/E acknowledges and agrees that it is the County's sole right to make such determinations as stipulated and set forth above.

16. INSURANCE:

16.1. The A/E with whom the county enters into contract for a scope of work and fee mutually agreed upon under RFQ P8660 will be required to furnish the minimum insurance coverage's and limits stipulated in the Attachment titled "Insurance Requirements".

16.2. The A/E will furnish the County with evidence of the insurance coverage's in the form of a certificate of insurance, with copies of the additional insured endorsement and all exclusions and deductibles applicable to the insurance policy, as evidence of the required coverage's before any work under the RFQ can be awarded. The A/E will provide the County with an updated Certificate Of Insurance at any time the conditions of the policy update or change any of the conditions set forth herein. <u>The certificate holder shall be Spokane County C/O Spokane County Purchasing Department, 1101 W. College Ave., Suite 241B, Spokane, WA 99201-2158.</u>

16.3. The A/E shall not commence work, nor shall the A/E allow any subcontractor to commence work until a certificate of insurance meeting the requirements set forth above, has been submitted to the Purchasing Department for approval by the County Risk Manager. Any exclusion that may restrict the required coverage must be pre-approved by the Spokane County Risk Manager. The County reserves the right to review and approve all insurance carriers, companies, limits, conditions, and coverage's. The A/E agrees to furnish a copy of the Insurance Policy within five (5) days of receipt of written request by the County.

16.4. Failure of the A/E to fully comply with the above insurance requirements during the term of the agreement shall be considered a material breach of the contract and could be cause for immediate termination of the Contract at the County's discretion. Alternatively the County may procure and maintain, at the A/E's sole expense, insurance to the extent deemed proper up to the amount of the required coverage(s). The County may offset the cost of such insurance against any payment due to the A/E for any contract work delivered to Spokane County whether under this RFQ or not.

17. CONFORMANCE WITH FEDERAL, STATE AND LOCAL LAWS: Services and construction of a project as a result of the use of the A/E's services including the letting of subcontracts in connection with any project work related to this request for qualifications (RFQ) shall conform to the applicable requirements of Federal, State

and local laws and ordinances. If not elsewhere stated in this RFQ document it will be the responsibility of the County to inform the A/E prior to the development of a scope of work and fee which process(es), if any, listed in the Attachment titled “Special Federal, State And Local Requirements”, will apply to the contract.

18. RECOMMENDATION COMMITTEE:

18.1. Due to the number of firms that usually respond and the amount of time available for committee review it is strongly recommended that the response be concise and to the point. The response should be structured in order to make it easy for the committee to evaluate the firm's professional capabilities and experience.

18.2. Unnecessarily elaborate responses, beyond that sufficient to present a complete and effective response, are not desired and may be construed as an indication of a firm’s lack of cost consciousness. Unless specifically requested in the RFQ, elaborate art work, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

19. SUBMITTAL CONTENTS: The submittal response consists of the following items which should be submitted in order:

Item 1: Attachment A, Part 1 - **REQUEST FOR QUALIFICATIONS COVER SHEET** and receipt of addenda acknowledgment. To facilitate identification of the submission please use this sheet, or reproduction, as the very first sheet on the outside of all document copies. Color of sheet is to be white, 20 lb. maximum weight.

Item 2: Attachment A, Part 2 - Administrative Information. Make this the second page behind Part 1. Color of sheet is to be white, 20 lb. maximum weight.

Item 3: Attachment A, Part 3 - Certifications, Assurances And Beneficial Interest Disclosure Form. Color of paper is to be white, 20 lb. maximum weight.

Item 4: Cover letter (optional)

Item 5: Attachment A, Part 4. Response to the evaluation criteria in the Attachment B titled “Evaluation Criteria And Weights”.

Item 6: Attachment C. Completed GSA Standard Form SF 330, **Part II only**.

NOTE: Submissions received by the County become part of the official records for this request for professional qualifications and cannot be returned.

20. SUBMITTAL FORMAT AND BINDING:

20.1. Document pages are to only be printed on one side.

20.2. Submittal page size should be 8 ½” x 11” and the paper weight should be 18 to 20 lb.

20.3. Text type size should be at least 10-points.

20.4. Each submittal copy should be bound in a single volume. Depending on the submittal’s thickness a staple in the upper left corner is the preferred binding. A spiral, 19-ring binding the next choice and as a last choice a three ring type binder.

20.5. The cover should consist of Part 1 of Attachment “A” - General Information.

20.6. Personnel resumes should be no longer than one side of one page.

20.7. One additional electronic copy (PDF file) is to be submitted on a universal serial bus (USB) flash drive(s) or compact disc(s) (1x thru 52X compatible CD).

> NOTE: Bulk must be kept to an absolute minimum. Any material submitted for consideration must be incorporated in each response copy. A single set of material will not be reviewed.

21. SUBMITTAL PACKAGING: Submissions should be sealed in an opaque envelope or package which has been clearly marked in the upper left corner with the words “Request For Qualifications” followed by the firm name and address. In the lower left corner of the envelope or package display the RFQ number P8660, submittal date of May 22, 2014, and title “Engineering Services For The Spokane County Pretreatment Program”.

22. SUBMITTAL DELIVERY: It is the sole responsibility of the respondent to ensure their response is in the possession of the Spokane County Purchasing Department on the day, date, time and location stipulated on the cover sheet. Submittals delivered late may be rejected as non-responsive. Firms will be given notice if their submittals have been received late and will be rejected. Firms with rejected submittals, who wish to have them returned, will have two (2) County work days, starting the day after the due date to either pick up their submittals or to make arrangements for their return including the pre-payment of any shipping or mailing costs. After the two day holding period the County, at its sole discretion, will dispose of unclaimed submittals in a manner and method of its choosing.

ATTACHMENT A - RESPONSE TO REQUEST FOR QUALIFICATIONS

PART 1 - COVER SHEET

A. Name Of Applicant Company _____

B. Name of Contact Person Regarding This Submittal
_____

Title _____

Telephone Number including area code _____

Email Address _____

C. Name of Contact Person For Scope Of work and Fee Inquiries
_____

(If different than name listed in B above.)

Title _____

Telephone Number including area code _____

Email Address _____

D. RECEIPT OF ADDENDA: Firm acknowledges receipt of the following addenda if any:

Addendum No. _____	Addendum No. _____	Addendum No. _____	Addendum No. _____
Dated _____	Dated _____	Dated _____	Dated _____

SUBMITTAL CERTIFICATION

I certify that to the best of my knowledge the information contained in this request for qualifications is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels and the approval of the Spokane County Board of County Commissioners.

_____ _____
Print Name Title

_____ _____
Signature, Administrator, or Applicant Agency Date

PART 2 - ADMINISTRATIVE INFORMATION

A. FIRM:

1. Name of Contracting Party:

2. Physical Address:

3. Mailing Address including zip code:

4. Remit To Address including zip code:

5. Telephone number including area code:

6. Fax number including area code:

7. E-mail address for business correspondence:

8. Federal Tax Identification Number:

9. Washington State UBI Number if issued:

10. State Industrial Account Identification Number if issued:

11. Following is a listing of all engagements the company has undertaken in the last five years which have resulted in:

(a) Arbitration or litigation and the disposition of the cases.

(b) Claims being filed by the Federal Government or the Washington State Departments of L & I, Employment Security or Revenue.

(c) Liens filed by suppliers or subcontractors. List with whom, for what, and amount.

B. INSURANCE COMPANY(S) (list all that are relevant):

1. Name of company:

2. Mailing Address including zip code:

3. Insurance Agent Name:

4. Insurance Agent Telephone number including area code:

5. Insurance Agent Fax number including area code:

6. Insurance Agent email address

PART 3 - CERTIFICATIONS, ASSURANCES AND BENEFICIAL INTEREST DISCLOSURE FORM

1. The following certifications and assurances are given as a required element of the submission to Spokane County with the understanding the truthfulness of the facts affirmed here and the continuing compliance with these requirements and all requirements of Request for Qualifications number P8660 are conditions precedent to the award or continuation of the related Agreement(s) and that:

2. In preparing this response, no assistance has been rendered by any current or former employee of Spokane County whose duties relate, or did relate, to this RFQ, or prospective Agreement, and who was assisting in other than his or her official, public capacity. Neither, in accordance with Chapter 42.23 RCW, does such a person nor any and all personal relatives, or any relatives of the respondent's employees or subcontractors, who are presently employed by Spokane County, or who stand to realize any financial gain, or beneficial interest, if a contract is awarded to the respondent or any subcontractor of the respondent for the work of this request for qualifications. Any exceptions to these assurances are to be listed and described in full detail (which is to include the name of the person, organization and relationship and interest) on a separate page and attached to this document; and

3. No officer or employee of the County, having the power or duty to perform an official act or action related to this submittal, shall have or acquire any interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal; and

4. We understand that Spokane County can terminate the project at any point. The Contractor shall neither have nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated and that the County would make reimbursement for satisfactory work completed; and

5. We understand that Spokane County will not reimburse us for any costs incurred in the preparation of this submittal and that this submittal becomes the property of Spokane County. We claim no proprietary right to the ideas, writings, items or samples. Submission of the attached submittal constitutes agreement to abide by the procedures described in the RFQ document; and

6. We understand that any Agreement awarded as a result of the submittal will incorporate all the RFQ requirements of Spokane County, and all agreement terms and conditions appearing in the RFQ. Submission of a response and execution of this Certifications and Assurances document certify the respondent's willingness to comply with these or substantially similar terms if selected as a Contractor. It is further understood that under no circumstances will a respondent-submitted contract/agreement be considered as a replacement for the terms and conditions appearing in this RFQ; and

7. In submitting this submittal we have read and understand the RFQ documents, that we have visited the site and/or have otherwise familiarized our self with the local conditions under which the work is to be performed, that by signature of this certification we are acknowledging all requirements and signed all certificates contained herein. and that no allowance will be sought after proposals are received for oversight, omission, error, or by our mistake; and

8. In submitting the submittal to do the work or furnish goods and services as outlined in the Contract Specifications, I hereby certify that we have not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further I certify that this Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and

9. The A/E agrees to comply with County requirements to follow cost principals outlined in the federal Office

of Budget and Management (OMB) Circular A-87 (State, Local, or Indian Tribal Governments) for financial disbursements under its Grant Agreement; and

10. The A/E agrees to comply with audit requirements outlined in OMB Circular A-133 “Audits of States, Local Governments, and Non-Profit Organizations.”; and

11. In addition to the foregoing certifications and assurances I certify that to the best of my knowledge and belief the information contained in this submittal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon annual budget amounts approved by the Spokane County Board of County Commissioners.

CERTIFICATION

Name Of Contracting Party: _____

_____

By: Signature, Administrator, or Applicant Agency Date

_____

Print name and title

PART 4 - RESPONSE TO CRITERIA IN ATTACHMENT B

Use the Attachment titled “Evaluation Criteria And Weights” as the presentation outline. Respond to all items. The short statements following each item are offered as starting points only. Respondents are to add additional information required to more fully develop their responses so that the response makes sense for this project. Index your responses to each item if you do not use the format of the Attachment as your outline. Answer each item fully, completely and concisely.

ATTACHMENT B - EVALUATION CRITERIA AND WEIGHTS

It is strongly recommended that this be used as the outline for your response.

Criteria	Description	Evaluation Weight

1. PRETREATMENT SPECIALIST'S EXPERIENCE & QUALIFICATIONS.....50

a. Identify the primary Pretreatment Specialist who will serve Spokane County. Summarize the relevant experience of the primary Pretreatment Specialist. Discuss the ways in which the experience and qualifications of this individual will support the goals of the scope of work.

b. Identify the home office location and availability of the team members and the support staff throughout the anticipated time frame.

2. FIRM'S EXPERIENCE WITH SIMILAR PROJECTS 25

a. Provide comprehensive information regarding the track record of the firm in providing relevant Industrial Pretreatment services.

b. Provide references (with contact names and telephone numbers) for Industrial Pretreatment services provided within the last seven years. Discuss the services provided, technical challenges and the deliverables for these projects. Identify those projects that the primary Pretreatment Specialist worked on.

c. Discuss the firm's experience working with local, state and federal agencies.

3. PROJECT UNDERSTANDING & APPROACH 25

a. Describe the firm's understanding of the issues that typically arise in the work tasks described, and discuss your approach to addressing those issues for Spokane County.

b. Describe how each of the scope of work items will be accomplished.

TOTAL POSSIBLE POINTS 100

ATTACHMENT C - GSA STANDARD FORM SF330

Submit a completed GSA Standard Form SF330, **Part II only**

ATTACHMENT D – MANDATORY TERMS AND CONDITIONS

The County will prepare a contract(s) based upon a scope of work and fee as negotiated and approved by the A/E and the County. Should the County and A/E fail in their negotiations the County reserves the right to end negotiations, at a time of its choosing, and begin negotiations with the next “most highly qualified firm”.

The following are non-negotiable conditions that shall be incorporated in any contract resulting from this RFQ. Firms considering responding to this RFQ are well advised to take these paragraphs into consideration when making their decision about whether to submit a response or not.

1. INSTRUMENTS OF SERVICE:

1.1. Drawings, specifications and other documents, including those in electronic form, prepared by the A/E and the A/E's consultants are Instruments of Service. The County shall own all rights, title and interest in all of the Instruments of Service and all of the other materials conceived or created by the A/E, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereafter "Materials"). All finished or unfinished Materials prepared by the A/E under this Agreement shall be the property of the County whether or not the Project is completed or this Agreement is canceled prior to expiration.

1.2. The A/E hereby assigns to the County all rights, title and interest to the Materials. The A/E shall, upon request of the County, execute all papers and perform all other acts necessary to assist the County to obtain and register copyrights, patents or other forms of protection provided by law for the Materials such work being at additional expense to the County. The Materials created under this Agreement by the A/E, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the Materials, whether in paper, electronic, or other form, shall be remitted to the County by the A/E, its employees and any subcontractors, and the A/E shall not copy, reproduce, allow or cause to have the Materials copied, reproduced or used for any purpose other than performance of the A/E's obligations under this Agreement without the prior written consent of the County's Designated Representative except that the A/E may retain copies necessary for record keeping, documentation and other such business purposes related to the Agreement.

1.3. The foregoing shall not be construed to mean that the County shall acquire an exclusive possessory right, by copyright or otherwise, to the exclusion of the A/E, in standard elements found in the Materials (such as standard details) generated and authored by the A/E for its regular, repeated and ongoing use in designs, plans and drawings for its customers in the regular course of its business. The County further waives any claim it might have against the A/E for errors or omissions arising specifically from changes made by the County or others to the Materials after the completion of the work provided by this Agreement. This waiver does not extend to errors or omissions in the Materials unrelated to any such changes by the County or others.

1.4. The A/E represents and believes that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The A/E shall indemnify and defend the County at the A/E's expense from any action or claim brought against the County to the extent that it is based on a claim that all or part of the Materials infringe upon the intellectual property rights of another. The A/E shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this Agreement, amendments and supplements thereto, which are attributed to such claims or actions. This paragraph shall not apply to claims that arise from Materials specifically required by the County, or to portions of the Materials which the County directed the A/E to include within said Materials.

1.5. If such a claim or action arises, or in the A/E's or the County's opinion is likely to arise, the A/E shall, at the County's discretion, either procure for the County the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

1.6. When applicable at the completion of the Agreement, upon request of the County, the A/E will furnish to the County, at no additional charge, two electronic copies on a universal serial bus (USB) flash drive(s) or compact disc(s) (1x thru 52X compatible CD) containing the final specifications in Microsoft Word 2003 for Windows or newer and all CAD drawing files in *.dwg format no older than one version previous to the current software version.

1.7. The A/E shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

2. INSURANCE: The A/E shall continue coverage meeting the requirements of this Request For Qualifications for the duration of the contract.

3. VENUE STIPULATION: This Agreement has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

4. INDEMNIFICATION:

4.1. The A/E agrees to defend, indemnify and hold the County harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties to the extent arising from, resulting from, a negligent act, error or omission of the A/E performed under this contract by the A/E, its agents or employees to the fullest extent permitted by law. The A/E's duty to indemnify the County shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the County, its agents or employees. The A/E's duty to indemnify the County for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the County, its agents or employees, and (b) A/E, its agents or employees shall apply only to the extent of negligence of the A/E or its agents or employees. A/E's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses. A/E’s defense obligation under the indemnity paragraph shall include only the reimbursement of reasonable defense costs to the extent of A/E’s actual, proportional indemnity obligation as determined by a court of law.

4.2. The A/E's professional liability to the County (including A/E’s officers, directors, employees and agents) shall be limited to the amount payable under this Contract or one million dollars ($1,000,000), whichever is less. In no case shall the A/E’s professional liability to third parties be limited in any way. This limitation applies to all lawsuits, claims or actions identified under any legal theory related to A/E’s services under this agreement and any continuation or extension of such services.

4.3. The A/E's indemnification shall specifically include all claims for loss or liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights of third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.

4.4. The A/E and County expressly waive their immunity under Industrial Insurance, Title 51, RCW. County's waiver of immunity extends only to claims against A/E by County's current or former employees. A/E's waiver of immunity extends only to claims against County by A/E's current or former employees. A/E agrees that this duty to indemnify County applies regardless of any provisions in RCW Title 51 to the contrary.

5. RELATIONSHIP OF THE PARTIES: The Parties intend that an independent contractor relationship will be created by this Agreement. The County is interested only in the results that could be achieved and the conduct and control of all services will be solely with the A/E. No agent, employee, servant or otherwise of the A/E shall be deemed to be an employee, agent, servant, or otherwise of the County for any purpose and the employees of the A/E are not entitled to any of the benefits that the County provides for County employees. The A/E will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors or otherwise, during the performance of this Agreement.

6. OTHER EMPLOYMENT: Contracts resulting from this RFQ are not exclusive services Agreements. The A/E may take on other professional assignments while completing work under this RFQ.

7. PAYMENT OF TAXES: This Contract is for the employment of the A/E as an independent contractor. The A/E holds that they are an independent contractor doing business as listed above and is solely responsible for paying any and all taxes associated with the work of this Agreement including but not necessarily limited to income and social security taxes.

8. ENFORCEMENT COSTS: If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

9. METHOD OF PAYMENT: The method of payment will be at the County's sole discretion using any of the methods listed below. The pricing submitted by the vendor and accepted by the County is inclusive of applicable payment terms, as well as, any and all fees incurred by the vendor through their financial institutions in accepting any of the above referenced payment methods. No additional fees or charges to the County shall apply, unless otherwise preapproved by the County. Additionally, unless otherwise set forth in the Contractor's bid, quote, submittal, and unless accepted by the County in the contract, all payments shall be made in arrears and with payment terms of "Net 30 Days" from the date that the County receives a correct and accurate invoice. An accurate invoice must, in part, reference a valid County contract/agreement or purchase order number. The method of payment options that the County may use, at its sole discretion, are:

A. By warrant (check);
B. The County's credit card – otherwise referred to as "payment card" or "P-Card";
C. Automated Clearing House (ACH);
D. Electronic Payment (E-Payment, also referred to as e-Payables).

ATTACHMENT E - INSURANCE REQUIREMENTS

1. INSURANCE NOTES:

1.1. For the duration of this RFQ the A/E selected as the most highly qualified firm to provide the services of the RFQ will be required to furnish the minimum insurance coverages and limits stipulated herein which shall cover each project contracted with the A/E under RFQ P8660.

1.2. The A/E will furnish the County with evidence of the insurance coverages in the form of a certificate of insurance, with copies of the additional insured endorsement and all exclusions and deductibles applicable to the insurance policy, as evidence of the required coverages before any work under the RFQ can be awarded. The A/E will provide the County with an updated Certificate Of Insurance at any time the conditions of the policy update or change any of the conditions set forth herein. The certificate holder shall be Spokane County C/O Spokane County Purchasing Department, 1101 W. College Ave., Suite 241B, Spokane, WA 99201-2158.

1.3. The A/E shall not commence work, nor shall the A/E allow any subcontractor to commence work until a certificate of insurance meeting the requirements set forth above, has been submitted to the Purchasing Department for approval by the County Risk Manager. Any exclusions that may restrict the required coverage must be pre-approved by the Spokane County Risk Manager. The County reserves the right to review and approve all insurance carriers, companies, limits, conditions, and coverages. The A/E agrees to furnish a copy of the Insurance Policy within five (5) days of receipt of written request by the County.

1.4. Failure of the A/E to fully comply with the above insurance requirements during the term of its eligibility to perform work shall be considered a material breach of any active contract with the A/E issued under the RFQ and could be cause for immediate termination of the Contract(s) at the County's discretion. Alternatively the County may procure and maintain, at the A/E's sole expense, insurance to the extent deemed proper up to the amount of the required coverage(s). The County may offset the cost of such insurance against any payment due to the A/E for work delivered under this RFQ.

2. INSURANCE REQUIREMENTS:

2.1. INSURANCE: The A/E shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract. Following is a list of requirements for this contract. Any exclusion that may restrict required coverage must be pre-approved by the Spokane County Risk Management Department. Work under this contract shall not commence until evidence of all required insurance and bonding is provided to the County of Spokane. The A/E’s insurer shall have a minimum A.M. Best’s rating of A-VIII and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the A/E and returned to the Spokane County Purchasing Department. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the department with whom the contract is executed. The policy shall be endorsed and the certificate shall reflect that the County of Spokane is named as an additional insured on the A/E’s general liability policy with respect to activities under the contract. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.

2.1.1. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance for the A/E. Any insurance or self-insurance carried by the owner or County shall be excess and not contributory insurance to that provided by the A/E.

2.1.2. The A/E shall not commence work, nor shall the A/E allow any subcontractor to commence work on any subcontract until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by Spokane County Risk Management Department and filed with the Spokane County Purchasing Department. Said proof of insurance should be mailed to the Purchasing Department Attention Contract P8660. Upon request, the A/E shall forward to the Purchasing Department the original policy, or endorsement obtained, to the A/E's policy currently in force.

2.1.3. Failure of the A/E to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the County's discretion.

2.1.4. Providing coverage in the amounts listed shall not be construed to relieve the A/E from liability in excess of such amounts.

3. INSURANCE COVERAGE: The insurance shall provide the minimum coverage as set forth below:

3.1. GENERAL LIABILITY INSURANCE:

3.1.1. The A/E shall have Commercial General Liability with limits of $1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury and fire damage.

3.1.2. Additional Insured Endorsement: General Liability Insurance must state that Spokane County, it’s officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "**Spokane County, Its Officers, Agents And Employees Are Named As An Additional Insured As Respects To Project No. P8660**".

3.2. PROOF OF AUTOMOBILE INSURANCE: The Contractor shall carry, for the duration of this Agreement, comprehensive automobile liability coverage of $1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Contract. Said policy shall provide that it shall not be canceled, materially changed, or renewed without forty five (45) days written notice prior thereto to Spokane County.

3.3. WORKERS COMPENSATION: When the A/E has employees of the company, the A/E shall show proof of Worker’s Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be the A/E’s assurance that coverage is in effect.

3.4. PROFESSIONAL LIABILITY INSURANCE: The A/E shall carry Professional Liability insurance coverage in the minimum amount of the value of this contract or $1,000,000.00, whichever is less.

ATTACHMENT F - SPECIAL FEDERAL, STATE AND LOCAL REQUIREMENTS:

THE COUNTY WILL STIPULATE WHICH PROCESS(ES) BELOW WILL APPLY IN A REQUEST TO THE A/E TO PROVIDE A SCOPE OF WORK AND FEE.

1. UTILIZATION OF MBE/WBE AND SMALL BUSINESSES: Minority, and women-owned and controlled businesses, under current certification by the Washington State Office of Minority and Women's Business Enterprises, and small businesses will be offered the maximum practicable opportunity to participate in the performance of contracts arising as a result of this RFQ process where such participation is required or where called for in specific scopes of work issued under this RFQ. During the performance of a contract for a scope of work and fee requiring compliance with the provisions of this paragraph, the A/E, for itself, its assignees and successors in interest agrees to the following paragraphs.

1.1. For a project subject to the conditions in this paragraph requiring the A/E to utilize the six affirmative action steps regarding MBE/WBE and Small Business utilization and utilize such firms to the maximum extent practical the A/E will be required to submit a statement of compliance and a list of firms meeting the criteria which the A/E anticipates using and to what percentage of the value of the estimated contract their participation will represent. The A/E will be required to supply this information within three (3) County work days from the date of request by the County. The A/E's failure to provide the above information timely shall, at the sole option of the County, be just cause to end contract negotiations with the A/E and for the County to contact the next "most qualified" A/E for contract negotiations. Failure to enter into a specific contract does not remove a firm from the list or change its rank order. The statement of compliance form and participation form is included in the Attachment titled "MBE/WBE And Small Business Insert".

1.2. The State of Washington annual goals for Spokane for Architecture and Engineering projects are listed in the Washington State Office of Minority and Women's Business Enterprises Directory.

1.3. Washington State MBE/WBE And Small Business Utilization Requirements: Complete the following Statement of Compliance With Women And Minority Business Utilization Requirements, and the MBE/WBE And Small Business Participation Report found in the Attachment titled "MBE/WBE And Small Business Insert".

2. NON-DISCRIMINATION PROVISION WSDOT, OEO: Contracts calling for scopes of work and fees requiring compliance with the provisions of this paragraph, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") shall agree as follows:

2.1. Compliance With Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2.2. Nondiscrimination. The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

2.3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

2.4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Spokane County or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Spokane County, or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

2.5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Spokane County and the Washington State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited:

2.5.1. Withholding of payments to the contractor under the contract until the contractor complies, and/or;

2.5.2. Cancellation, termination, or suspension of the contract, in whole or in part.

2.6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs (2.1.) through (2.6.) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as Spokane County or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Spokane County enter into such litigation to protect the interests of the County and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. CLEAN AIR ACT: The A/E must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

4. SMALL BUSINESS IN RURAL AREAS (SBRA) REQUIREMENTS: Small businesses are defined as having fewer than 500 employees[1]. Spokane County is required to utilize the following affirmative steps:

4.1. Place SBRAs on solicitation lists.

4.2. Make sure that SBRAs are solicited whenever there are potential sources.

4.3. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs.

4.4. Establish delivery schedules, where the requirements of work permit, which would encourage participation by SBRAs.

4.5. Use the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.

4.6. Require the contractor to comply with the affirmative steps outlined above. NOTE: There is no formal reporting requirement for SBRAs at this time

[1]SBA Office of Advocacy, Small Business Profile: Washington, Published in 2007 by the U.S. Small Business Administration, Office of Advocacy.

5. CONFERENCE ROOMS: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended)

6. USE OF RECYCLED PAPER: All reports prepared by the A/E for delivery to the County or other government agencies will be prepared on recycled paper in accordance with EPA Order 1000.25 and Executive Order 13101.

7. WORKPLACE LISTING: The A/E will provide a list of all workplaces under this contract. The A/E will make a good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200-36.230.

8. SALARY RATE: Salary rate (excluding overhead) paid to individual consultants retained by the County or by the A/E's subcontractors shall be limited to the maximum daily rate for a GS–18 as outlined in Title 40 CFR 31.36 (j). This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed; the County will pay these in accordance with their normal travel reimbursement practices.

ATTACHMENT G – STATEMENT OF WORK, FEE AND A/E BILLING RATE SCHEDULE FORMAT

In general the A/E will submit a scope of work and fee using the following format to the greatest extent practical.

SAMPLE

1. The following is a suggested format/outline for the deliverables and fee/pricing.
   A. By Task; and a provision for
   B. Time and materials (based on the fee schedule provided in two (2) below.

2. Attach A/E Billing Rate Schedule (will be conformed to County mark-up percentages)

BÉLA G. KOVÁCS
DIRECTOR

COUNTY OF SPOKANE WASHINGTON
Department Of Purchasing

PH (509) 477-2301
FAX (509) 477-6627

CONSULTING SERVICES AGREEMENT
CONTRACT NUMBER P8660

Title: Engineering Services For The Spokane County Pretreatment Program

Estimated Contract Value: Approximately $50,000 annually.
Estimated Fee Value: $[?]
Estimated Completion Date: [?]
Contract Type: Fixed Fee and Expense Not To Exceed

SPOKANE COUNTY:
Spokane County Washington
C/O Spokane County Purchasing Department
1101 W. College Ave., Ste 241B
Spokane, WA 99201

County Contact Administrator: Kevin R. Cooke, P.E., Utilities Director, Phone: (509) 477-3604

County Contact Facilitator: Bret M. Lancaster, Buyer, Phone: (509) 477-3693

A/E:
[?A/E name]
[?address]
Firm Project Manager: [?name, title], Phone: (509) [?]
Email: [?]

THIS AGREEMENT made and entered into by and between Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at West 1116 Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the "County," and [?name of firm], having offices for the transaction of business at [?address] hereinafter referred to as the "A/E," jointly, hereinafter referred to along with the County as the "Parties."

W I T N E S S E T H :

WHEREAS, pursuant to the provisions of the Revised Code of Washington, the Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to Request For Qualifications P8660, and Resolution [?#] dated [?formal date] this Agreement is made on [?formal date] by and between Spokane County, a political subdivision of the State of Washington hereinafter known as the “County” having offices for the transaction of business as listed above and

the "A/E", as named, and having offices for the transaction of business as listed above, jointly, hereinafter referred to as the "Parties".

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the Parties mutually agree as follows:

ARTICLE 1. SUBJECT AND PURPOSE:
Services will be provided and/or performed as outlined in the Scope of Work as set forth herein by reference.

ARTICLE 2. SCOPE OF WORK:

2.1. PROJECT LOCATION: Spokane, Washington.

2.2. SCOPE/STATEMENT OF WORK: The A/E will provide professional consulting services as described in the Attachment titled “Scope of Work and Fee” attached hereto and incorporated herein by reference. Work will be coordinated with the County Contract Administrator or his/her representative.

2.3. COMPENSATION:

2.3.1. BASIS OF COMPENSATION: Contract value not to exceed $[?0.00], without change order, consisting of a fee for Basic Services not to exceed $[?0.00], Additional Services not to exceed $[?0.00], and Reimbursable Expenses not to exceed $[?0.00]. There will be no initial payments. The Item Fee Schedule lists budget estimates of A/E prices of the total work. Billing will be for work completed. The budgeted amounts may be reallocated between items as the scope and work dictates however written approval must be received in advance from the Contract Administrator with an approved copy furnished to the Purchasing Department. Compensation will not include fees, licenses, permits, and change orders caused by the A/E's errors or omissions.

2.3.1.1. BASIC SERVICES: Not to exceed $[?0.00].

TASK FEE SCHEDULE		
Task	Description	Amount
1		$0.00
2		$0.00
3		$0.00
4		$0.00
5		$0.00
	TOTAL: =	$0.00

2.3.1.2. ADDITIONAL SERVICES: Not to exceed $[?0.00]. Performance of work under this paragraph must have the prior written approval of the County. Additional services of the A/E shall be hourly based upon the following:

(a) Employees of the A/E: Additional services of the A/E shall be hourly based upon rates listed in the Attachment titled “A/E Billing Rates”, which is included herein by reference. Prices and rates shall remain firm for the duration of the contract.

(b) Special Consulting Services: Not to exceed $[?0.00]. When containing special services not normally associated with a project, the fee may be outside of the above guidelines (such as expert witness or special investigations, and shall be charged using a maximum multiplier not to exceed 1.05 times the amount billed to the A/E for such services. The A/E shall direct the work of all special consultants on the Project.

(c) Sub-Consulting Services: Not to exceed $[?0.00]. When containing sub-consulting services the fee shall be charged using a **maximum multiplier not to exceed 1.05** times the amount billed to the A/E for such services. The A/E shall direct the work of all sub-consultants on the Project.

2.3.1.3. REIMBURSABLE EXPENSES: Not to exceed $[?0.00]. Additional reimbursable expenses must have the prior written approval of the County. Reimbursable expenses will be billed at cost times a **maximum multiplier not to exceed 1.05** unless otherwise allowed herein. Such reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses by the A/E and the A/E's employees and consultants in the interest of the Project. Expense charges shall be based upon the A/E's rates shown in the Attachment titled "A/E Billing Rates", whose prices and rates shall remain firm for the duration of the contract. The A/E's billing rates are amended or supplemented with the following language:

(a) All application, processing, and recording fees, and review fees associated with the Project (fees paid for securing approval of authorities having jurisdiction over the Project).

(b) Field investigations, or special studies not performed by the A/E.

(c) Expenses in connection with authorized out-of-town travel (beyond a 50 mile radius of the A/E's Spokane address). If out-of-town work is not anticipated for this project, extra direct expenses for such travel shall only be incurred after prior consultation with the County (expense of transportation in connection with the Project).

(d) Expenses in connection with out-of-town travel (Must have prior approval of the County).

(1) If out-of-town work had not anticipated for this project, extra direct expenses for such travel shall only be incurred after prior consultation with the County (expense of transportation in connection with the Project). Reimbursable rates for lodging, meals and incidental expenses (as defined by GSA) shall not exceed the U.S. General Services Administration (GSA) Domestic Per Diem rates (www.gsa.gov/perdiem) at the time such expenses are incurred for the fiscal year, state and primary destination (or closest if not listed).

(2) If out-of-town work is anticipated for this project Reimbursable rates for lodging, meals and incidental expenses (as defined by GSA) shall not exceed the U.S. General Services Administration (GSA) Domestic Per Diem rates (www.gsa.gov/perdiem) at the time such expenses are incurred for the fiscal year, state and primary destination (or closest if not listed).

(3) Mileage will be reimbursed at the current IRS rate. Air travel first class cabin rates will not be allowed. Reimbursement will be for lesser cabin classes only.

(4) Other: Other reimbursable expenses will be billed at cost and be accompanied by receipts.

(e) Telephone:

(1) Long-distance.

(2) Local (No reimbursement)

(3) Cell phone (No reimbursement)

(4) Fax (No reimbursement)

(f) Printing costs:

(1) Bid sets, reports, specifications, final products. Five (5) sets of hard copies will be provided (No reimbursement)

(2) Correspondence, check prints, file copies, etc. (No reimbursement).

(3) Copy machine ($.0375 per copy maximum)

(g) Equipment rental only if unique to this type of project. Prior approval required.

ARTICLE 3. TERM:

Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the County, and subject to the County's approval a schedule for the performance of the Services which may be adjusted as the Project proceeds, shall be submitted for review and approval. The schedule shall include allowances for periods of time required for the County's review and for the receipt of submissions by authorities having jurisdiction over the project.

ARTICLE 4. PAYMENT

4.1. The County agrees to make payment in the amount and manner stipulated in the Contract. There will be no initial payment. Payments shall be made in monthly installments payable after review by the purchasing department and authorization by the head of the department that has budget authority for the work being

performed. Said authorization shall be conditioned upon the submittal of an invoice setting forth a breakdown of the services and costs performed in providing the services as set forth.

4.2. Payment shall be in arrears the later of 30 days from the date of receipt of a correct and proper invoice or date of receipt of acceptable goods/services (not from the postmark date or date shown on the invoice). All billing and correspondence shall be mailed to Spokane County C/O Spokane County Purchasing Department, 1101 W. College Ave., Ste 241B, Spokane, WA 99201.

4.3. The method of payment will be at the County's sole discretion using any of the methods listed below. The pricing submitted by the vendor and accepted by the County is inclusive of applicable payment terms, as well as, any and all fees incurred by the vendor through their financial institutions in accepting any of the above referenced payment methods. No additional fees or charges to the County shall apply, unless otherwise preapproved by the County. Additionally, unless otherwise set forth in the Contractor's bid, quote, submittal, and unless accepted by the County in the contract, all payments shall be made in arrears and with payment terms of "Net 30 Days" from the date that the County receives a correct and accurate invoice. An accurate invoice must, in part, reference a valid County contract/agreement or purchase order number. The method of payment options that the County may use, at its sole discretion, are:

1. By warrant (check);
2. The County's credit card – otherwise referred to as "payment card" or "P-Card";
3. Automated Clearing House (ACH);
4. Electronic Payment (E-Payment, also referred to as e-Payables).

4.4. The A/E will show this contract number on all pay requests and documents associated with the contract. Pay requests will be numbered sequentially beginning with "Pay Request 1". If the billing cannot be identified or the charges correlated with this agreement it shall be returned without action.

4.5. Cash discounts: If offered and accepted a cash discount period shall apply after receipt of a proper invoice or final acceptance of the goods/services, whichever is later (not from the postmark date or date shown on the invoice).

4.6. Date of payment of an invoice shall be the date appearing on the warrant issued in payment of the invoice.

4.7. Moneys past due may bear a finance charge as stipulated by law. The current rate is 1% per month.

4.8. Identification of final invoice. In order for the Parties to close their books and records, the A/E will state "final invoice" or other words to that effect on its final or last billing to the County for the work of the contract. Since this contract will thereupon be closed and any budget balances deleted, the A/E agrees that any further charges not properly included on this or previous billings shall be waived in their entirety.

ARTICLE 5. CONTRACT DOCUMENTS: The Contract Documents consist of this agreement and the other documents listed below and all modifications and change orders issued subsequent thereto. These form a contract and all are as fully a part of the contract as if attached to this agreement or repeated herein. In the event of any inconsistency between the provisions of this Agreement and the documents listed below, the provisions of this Agreement will control and the order of precedence will be in the order listed. An enumeration of the contract documents is set forth below:

1. Change Orders; and
2. This Agreement; and
3. Appendix A titled "Contract No. P8660, Appendix A, Terms And Conditions"; and
4. Appendix B titled "Contract No. P8660, Appendix B, Phase Definitions"; and
5. Appendix C titled "Contract No. P8660, Appendix C, Negotiated Scope Of Work, Fee And A/E Billing Rate Schedule"; and

6. The Request For Qualifications and all attachments thereto; and
7. A/E response to the Request for Qualifications, dated [?DATE].

ARTICLE 6. ALL WRITINGS CONTAINED HEREIN: This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The A/E has read and understands all of this Agreement, and now states that no representation, promise, or Agreement not expressed in this Agreement has been made to induce the A/E to execute the same.

END OF ARTICLES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year set forth herein above.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

_____
Al French, Chair

_____
Todd Mielke, Vice-Chair

_____
Shelly O'Quinn, Commissioner

ATTEST:

BY: _____
Daniela Erickson
Clerk Of The Board

_____
dated

A/E

By: _____

_____
(print name)

Title: _____

(for A/E Signature)

I certify that I know or have satisfactory evidence that the above _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged as the authorized agent for the A/E to be the free and voluntary act of A/E for the uses and purposes mentioned in this instrument.

DATED this ___ day of _____, 2014.

_____
Notary Signature

Notary Public In And For The State Of _____

residing at _____.

My commission expires _____

NOTARY

STATE OF _____)
) ss.
COUNTY OF _____)

1. Notices:

1.1. All notices or other communications given hereunder and sent or delivered to the Party at the address set forth for such shall be deemed given: (1) when certified mail is deposited in the United States mail, postage prepaid; or (2) on the third day following the day on which the same have been mailed by first class delivery, postage prepaid; or (3) on the day such notices or other communications are received when sent by personal delivery, prepaid.

1.2. All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by first class mail sent to the Parties at their respective addresses given in the Article for Contract Administration.

2. Contract Administration: This section and the table below identify the persons, titles, roles, duties and responsibilities of the authorized representatives of the Parties for the project resulting from this RFQ:

TABLE – ASSIGNED REPRESENTATIVES OF THE PARTIES	
COUNTY CONTRACT ADMINISTRATOR Kevin R. Cooke, P.E., Director DESIGNEE: K. David Moss, P.E., Water Reclamation Manger Utilities 1026 W. Broadway Ave., Spokane, WA 99260 Phone: (509) 477-7268 Email: dmoss@spokanecounty.org	COUNTY CONTRACT FACILITATOR Bret M. Lancaster, Buyer Spokane County Purchasing Department 1101 W. College Avenue, Suite 241B, Spokane, WA 99201 Phone: (509) 477-3693 Fax: (509) 477-6627 Email: blancaster@spokanecounty.org
COUNTY PROJECT MANAGER Stela Matei, P.E., Engineer Spokane County Utilities 1026 W. Broadway Ave., Spokane, WA 99260 Phone: (509) 477-7177 Email: smatei@spokanecounty.org	A/E's PROJECT MANAGER [?Name of Firm To Be Named] [?Name of PM To Be Named] [?Address], [?Suite], [?City], [?State] [?Zip] Phone: [?Phone]; Fax: [?Fax] Email: [?Email Address]

2.1. COUNTY: For the purposes of this Agreement the Spokane County Contract Administrator, Project Manager and Contract Facilitator are defined below:

2.1.1. "County Contract Administrator is the County Department Head or Elected Official, or his/her designee, as identified, in the table above. On behalf of the County the Contract Administrator's responsibilities include: (a) performance of all the duties and responsibilities set forth in this Agreement; (b) the duties and responsibilities listed for the County Project Manager, if not delegated as witnessed by being named in that role as identified on page 1 of this Agreement; (c) serving as the primary point of contact in the day to day interaction with the A/E; (d) monitoring, reviewing and determining the acceptability of the A/E's accomplishment of the scope of work under this Agreement; (e) the certification and authentication responsibilities as the Disbursing Officer under RCW 42.24.080 in connection with payments made for work performed under this Agreement; (f) working out A/E performance schedules; (g) causing or initiating changes or modifications to this Agreement to be coordinated through the County Contract Facilitator which may be subject to approval by the Board of County Commissioners; (h) performance of all other contract administration responsibilities as set forth in the County's solicitation document; and (i) **Except for (e) and (h)** the listed duties and responsibilities may be delegated by the Contract Administrator to the Project Manager.

2.1.2. "County Project Manager" (also sometimes referred to as "Owner's Project Manager"). If different than the County Contract Administrator he/she shall be designated by the County Contract Administrator by being identified in the table above to perform that role. The County Project Manager's delegated duties and responsibilities include: (a) those listed for the County Contract Administrator, **except items (e) and (h)**; and (b) a preliminary review of the pay requests and pay applications on behalf of the Contract Administrator, but with the Contract Administrator making the final review of pay reviews and payment applications as indicated by item (e) under the County Contract Administrator; and (c) the administration, management or prosecution of all actions, duties and responsibilities to assure compliance, or completion, of the planning, oversight, coordination, execution, installation, construction and closeout of the project. For all On-Campus locations, the Facilities Director (or his/her designee) shall perform the duties and responsibilities of the County Project Manager. For Off-Campus locations, the County Project Manager's duties and responsibilities shall be performed by the County Contract Administrator unless the County Contract Administrator, together with the prior mutual written consent of the County Facilities Director, has delegated the duties and responsibilities of the County Project Manager to the Facilities Director (or his/her designee).

2.1.3. "County Contract Facilitator" is the Buyer in the Spokane County Purchasing Department as assigned by the Purchasing Director and identified in the table above to perform this role. The Contract Facilitator's responsibilities are ministerial in nature and include the following, each of which are subject to the initiation and final review and approval made by the Contract Administrator, and where applicable, approval by the Board of County Commissioners: (a) the receipt, reviewing and processing of changes and modifications to this Agreement; (b) executing contract term renewals; (c) adding additional users to the Agreement; and (d) processing of any other form of action that could change the Agreement.

2.2. A/E: For the purposes of this Agreement the A/E Project Manager will be identified in the table above as the A/E's representative for the purpose of administering the provisions of this Agreement. Prior to making any changes, the A/E shall notify the County in writing of a change in its designated Project Manager.

2.2.1. The A/E's Project Manager shall be responsible for ensuring that the deliverables as set forth in this Agreement are furnished by the A/E.

2.2.2. The A/E Project Management functions include the provision of contract phase expertise to include coordination of all contract activities and responsibility to see to the successful completion of the project based on the design documents at or under the cost budge and within the agreed timeframe or schedule. The successful completion of a project will depend, in part, on overcoming construction obstacles, avoiding construction delays, assuring compliance with the project specifications, verification of the accuracy of contractor progress payment and/or invoice requests, and closely managing “scope creep”.

3. Approval Of Documents: The County's approval of Documents resulting from the services provided by the A/E shall not relieve the A/E from its responsibility to comply with the standard of care for performance of its services set forth in this Agreement.

4. Instruments Of Service:

4.1. Drawings, specifications and other documents, including those in electronic form, prepared by the A/E and the A/E's consultants are Instruments of Service. The County shall own all rights, title and interest in all of the Instruments of Service and all of the other materials conceived or created by the A/E, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereafter "Materials"). All finished or unfinished Materials prepared by the A/E under this Agreement shall be the property of the County whether or not the Project is completed or this Agreement is canceled prior to expiration.

4.2. The A/E hereby assigns to the County all rights, title and interest to the Materials. The A/E shall, upon request of the County, execute all papers and perform all other acts necessary to assist the County to obtain and register copyrights, patents or other forms of protection provided by law for the Materials such work being at additional expense to the County. The Materials created under this Agreement by the A/E, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the Materials, whether in paper, electronic, or other form, shall be remitted to the County by the A/E, its employees and any subcontractors, and the A/E shall not copy, reproduce, allow or cause to have the Materials copied, reproduced or used for any purpose other than performance of the A/E's obligations under this Agreement without the prior written consent of the County's Designated Representative except that the A/E may retain copies necessary for record keeping, documentation and other such business purposes related to the Agreement.

4.3. The foregoing shall not be construed to mean that the County shall acquire an exclusive possessory right, by copyright or otherwise, to the exclusion of the A/E, in standard elements found in the Materials (such as standard details) generated and authored by the A/E for its regular, repeated and ongoing use in designs, plans and drawings for its customers in the regular course of its business. The County further waives any claim it might have against the A/E for errors or omissions arising specifically from changes made by the County or others to the Materials after the completion of the work provided by this Agreement. This waiver does not extend to errors or omissions in the Materials unrelated to any such changes by the County or others.

4.4. The A/E represents and believes that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The A/E shall indemnify and defend the County at the A/E's expense from any action or claim brought against the County to the extent that it is based on a claim that all or part of the Materials infringe upon the intellectual property rights of another. The A/E shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this Agreement, amendments and supplements thereto, which are attributed to such claims or actions. This paragraph shall not apply to claims that arise from Materials specifically required by the County, or to portions of the Materials which the County directed the A/E to include within said Materials.

4.5. If such a claim or action arises, or in the A/E's or the County's opinion is likely to arise, the A/E shall, at the County's discretion, either procure for the County the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

4.6. When applicable at the completion of the Agreement, upon request of the County, the A/E will furnish to the County, at no additional charge, two electronic copies on CD containing the final specifications in Microsoft Word 2000 (PC based) or newer and all CAD drawing files in .dwg format no older than one version previous to the current software version.

4.7. The A/E shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

5. Endorsement Of Plans: The A/E shall seal and sign all drawings prepared for the project as required or upon request of the County.

6. Non-Discrimination: The A/E shall not discriminate against any employee who is employed in connection with the Work, or against any applicant for such employment, because of race, creed, color, sex or national origin, marital status, or the presence of any sensory, mental or physical handicap.

7.1. Requirements:

7.1.1. Any exclusions must be pre-approved by the Spokane County Risk Management Department. Work under this contract shall not commence until evidence of all required insurance and bonding is provided to the County of Spokane. The A/E’s insurer shall have a minimum A.M. Best’s rating of A-VIII and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the A/E. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the department with whom the contract is executed. The policy shall be endorsed and the certificate shall reflect that the County of Spokane is named as an additional insured on the A/E’s general liability policy with respect to activities under the contract. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.

7.1.2. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance for the A/E. Any insurance or self-insurance carried by the owner or County shall be excess and not contributory insurance to that provided by the A/E.

7.1.3. The A/E shall not commence work, nor shall the A/E allow any subcontractor to commence work on any subcontract until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by Spokane County Risk Management Department and filed with the Spokane County Purchasing Department.

7.2. Coverage:

7.2.1. General Liability Insurance:

7.2.1.1. The A/E shall have Commercial General Liability with limits of $1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury and fire damage.

7.2.1.2. Additional Insured Endorsement: General Liability Insurance must state that Spokane County, it's officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims.

7.3. Proof Of Automobile Insurance: The Contractor shall carry, for the duration of this Agreement, comprehensive automobile liability coverage of $1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Contract. Said policy shall provide that it shall not be canceled, materially changed, or renewed without forty five (45) days written notice prior thereto to Spokane County.

7.4. Workers Compensation: When the A/E has employees of the company, the A/E shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be the A/E's assurance that coverage is in effect.

7.5. Professional Liability Insurance: The A/E shall carry Professional Liability insurance coverage in the minimum amount of the value of this contract or $1,000,000.00, whichever is less.

8. Maintenance Of Records: The A/E will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The A/E shall make available to the County or the Washington State Auditor or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the A/E shall have kept in conjunction with this Agreement and which the County may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

9. Compliance With Laws: The Parties hereto specifically agree to observe federal, state and local laws, ordinances and regulations to the extent that they may have any bearing on either providing any money under the terms of this Agreement or the services actually provided under the terms of this Agreement.

10. Assignment: The A/E may not assign or transfer in whole or in part, its interest in this Agreement without the express written consent of the County.

11. Modification: No modification or amendment to this Agreement shall be valid until the same is reduced to writing, in the form of a change order, and executed with the same formalities as this present Agreement.

12. Termination:

12.1. This Agreement may be terminated by the A/E upon thirty (30) days' prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of such a contract through no fault of the A/E.

12.2. This Agreement may be terminated by the County with or without cause immediately upon written notice to the A/E.

12.3. After receipt of a Termination Notice and except as otherwise directed by the County the A/E shall:

(1) Stop work on the date and to the extent specified; and

(2) Terminate and settle all orders and subcontracts relating to the performance of the terminated work; and

(3) Transfer all work in process, completed work, and other material related to the terminated work to the County; and

(4) Continue and complete all parts of the work that have not been terminated.

12.4 In the event of termination of a Contract through no fault of the A/E, the County agrees to pay the A/E for services rendered to the County's satisfaction to the date of termination based upon actual costs and expenses incurred according to contract. Payment will be based upon an itemized breakdown and documentation by the A/E that services have been performed to the date of termination and acceptance of said documentation by the County.

13. Venue Stipulation: This Agreement has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

14. Waiver: No officer, employee, agent or otherwise of the County, has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or a law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the County to enforce at any time any of the provisions of this Agreement or to require at any time performance by the A/E of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the County to hereafter enforce each and every such provision.

15. Indemnification:

15.1. The A/E agrees to defend, indemnify and hold the County harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties to the extent arising from, resulting from, a negligent act, error or omission of

the A/E performed under this contract by the A/E, its agents or employees to the fullest extent permitted by law. The A/E's duty to indemnify and defend the County shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the County, its agents or employees. The A/E's duty to indemnify and defend the County for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the County, its agents or employees, and (b) A/E, its agents or employees shall apply only to the extent of negligence of the A/E or its agents or employees. A/E's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses. A/E's defense obligation under the indemnity paragraph shall include only the reimbursement of reasonable defense costs to the extent of A/E's actual, proportional indemnity obligation as determined by a court of law.

15.2. The A/E's professional liability to the County (including A/E's officers, directors, employees and agents) shall be limited to the amount payable under this Contract or one million dollars ($1,000,000), whichever is less. In no case shall the A/E's professional liability to third parties be limited in any way. This limitation applies to all lawsuits, claims or actions identified under any legal theory related to A/E's services under this agreement and any continuation or extension of such services.

15.3. The A/E's indemnification shall specifically include all claims for loss or liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights of third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.

15.4. The A/E and County expressly waive their immunity under Industrial Insurance, Title 51, RCW. County's waiver of immunity extends only to claims against A/E by County's current or former employees. A/E's waiver of immunity extends only to claims against County by A/E's current or former employees. A/E agrees that this duty to indemnify County applies regardless of any provisions in RCW Title 51 to the contrary.

16. Relationship Of The Parties: The Parties intend that an independent contractor relationship will be created by this Agreement. The County is interested only in the results that could be achieved and the conduct and control of all services will be solely with the A/E. No agent, employee, servant or otherwise of the A/E shall be deemed to be an employee, agent, servant, or otherwise of the County for any purpose and the employees of the A/E are not entitled to any of the benefits that the County provides for County employees. The A/E will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors or otherwise, during the performance of this Agreement.

17. Headings: The Article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the Articles to which they appertain.

18. Other Employment: This Contract is not an exclusive services Agreement. The A/E may take on other professional assignments while completing work under this Agreement.

19. Payment Of Taxes: This Contract is for the employment of the A/E as an independent contractor. The A/E holds that they are an independent contractor doing business as listed above and is solely responsible for paying any and all taxes associated with the work of this Agreement including but not necessarily limited to income and social security taxes.

20. Recovery Of Funds: Whenever, under the Contract, any sum of money shall be recoverable from or payable by the A/E to Spokane County the same amount may be deducted from any sum due to the A/E under the Contract or under any other contract between the A/E and Spokane County including reasonable attorney fees and or any other collection costs. The rights of Spokane County are in addition and without prejudice to any other right Spokane County may have to claim the amount of any loss or damage suffered by Spokane County on account of the acts or omissions of the A/E.

21. Severability: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement, which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

22. Special Provision: The County's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

23. Enforcement Costs: If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

This document is an extract from the 2005-2015 Capital Budget Instructions Issued by the Washington State Office of Financial Management. These guidelines have been revised and have been in effect since July 1, 2005. Any changes or adjustments to the applicable phases and/or percentages in this Attachment, will be set forth in Article 2 of this Agreement.

The basic fee categories and the activities normally included in each are defined in APPENDIX B titled "Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects" which are included below. For the purposes of this document the Agency shall be Spokane County. The provisions of this Attachment shall be superseded in the event of a conflict with the rest of this Contract document.

A/E Basic Services

A/E Basic Design Services consist of the services described in the following pages. These design services include normal architectural, structural, civil, mechanical, and electrical engineering services.

Schematic Design Services (13 Percent)

In the Schematic Design Phase the A/E provides those services necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale, and relationship of project components for approval by the agency. Design should be conceptual in character, based on the requirements developed during the Predesign Phase, approved by the agency, or program requirements provided by the agency and reviewed and agreed upon by the A/E. Schematic design includes the following:

Project Administration	Services consisting of schematic design administrative functions including consultation, meetings and correspondence, and progress design review conferences.
Disciplines Coordination	Coordination between the architectural work and engineering work and other involved consultants for the project. When specialty consultants are used, additional coordination beyond basic services **may** be required and negotiated for appropriate phases of the work.
Document Checking	Review and coordination of project documents.
Consulting Permitting Authority	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes.
Data Coordination User Agency	Review and coordination of data furnished for the project by the agency.
Architectural Design	Services responding to scope of work (program/predesign) requirements and consisting of preparation of conceptual site and building plans, schematic sections and elevations, preliminary selection of building systems and materials, development of approximate dimensions, areas and volumes.
Structural Design	Services consisting of recommendations regarding basic structural material and systems, analysis, and development of conceptual design solutions.
Mechanical Design	Services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for energy sources/conservation, heating, ventilating and air conditioning (HVAC), plumbing, fire protection, and general space requirements.
Electrical Design	Services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analysis, and development of conceptual design solutions for power service and distribution, lighting, communication raceways, fire detection and alarms, and general space requirements.
Civil/Site Design	Services consisting of site planning including layout of site features, building position, preliminary grading, location of paving for walkways, driveways and parking, and fencing locations.
Specifications	Services consisting of preparation for agency's approval of proposed development of architectural outline specifications, and coordination of outline specifications of other disciplines.
Materials Research	Services consisting of identification of potential of architectural materials, systems, and equipment.

Scheduling	Services consisting of reviewing and updating previously established project schedules or initial development of schedules for decision making, design, and documentation.
Cost Estimating	Services consisting of development of an estimate of construction cost from quantity surveys and unit costs of building elements for the project. Costs shall reflect the level of design elements presented in the Schematic Design documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist user agency with analyzing scope, schedule, and budget options to stay within the budget.
Presentations	Services consisting of appropriate presentation(s) of Schematic Design documents by the A/E to agency representatives.

Design Development Services (20 Percent)

In the Design Development Phase, the A/E shall provide those services necessary to prepare from the approved Schematic Design Documents, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project for approval by the agency. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements, and energy conservation. Design Development includes the following:

Project Administration	Services consisting of design development administrative functions including consultation, meetings and correspondence, and progress design review conferences with user agency.
Disciplines Coordination	Coordination of the architectural work and the work of engineering with other involved consultants for the project.
Document Checking	Review and coordination of documents prepared for the project.
Permitting Authority Consulting	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from approving agencies as required.
User Agency Data Coordination	Review and coordination of data furnished for the project by the agency.
Architectural Design	Services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of the project through plans, sections and elevations, typical construction details, three dimensional sketches, materials selections, and equipment layouts.
Structural Design	Services consisting of continued development of the specific structural system(s) and Schematic Design Documents in sufficient detail to establish basic structural system and dimensions, structural design criteria, foundation design criteria, preliminary sizing of major structural components, critical coordination clearances, and outline specifications or materials lists.
Mechanical Design	Services consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline specifications for materials lists to establish approximate equipment sizes and capacities, preliminary equipment layouts, required space for equipment, chases and clearances, acoustical and vibration control, visual impacts and energy conservation measures.
Electrical Design	Services consisting of continued development and expansion of electrical Schematic Design Documents and development of outline specifications or materials lists to establish criteria for lighting, electrical and communication raceways, approximate sizes and capacities of major components, preliminary equipment layouts, required space for equipment, chases, and clearances.
Site Design	Services consisting of continued development of civil/site Schematic Design documents and development of outline specifications required for the project which are normally prepared by the architect. See Additional Services for detailed civil design services beyond basic services.

Specifications	Services consisting of preparation for agency's approval of proposed General and Supplementary Conditions of the Contract for construction, development of architectural outline specifications, coordination of outline specifications of other disciplines, and production of design manual including design criteria, and outline specifications of materials lists.
Scheduling	Services consisting of reviewing and updating previously established schedules for the project.
Cost Estimating	Services consisting of development of an estimated construction cost from quantity surveys and unit costs of building elements for the project. Costs shall reflect the level of design elements presented in the Design Development documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist user agency with analyzing scope, schedule and budget options to stay within the Budget.
Presentations	Services consisting of appropriate presentation(s) of Design Development documents by the A/E to agency representatives.

Construction Document Services (36 Percent)

In the Construction Documents Phase, the A/E shall provide those services necessary to prepare for approval by the agency, from the approved Design Development Documents, Construction Documents consisting of drawings, specifications, and other documents setting forth in detail the requirements for construction of the project and bidding and contracting for the construction of the project.

Project Administration	Services consisting of construction documents, administrative functions including consultation, meetings and correspondence, and progress design review conferences.
Disciplines Coordination	Coordination of the architectural work, with the work of engineering, and with other involved consultants for the project.
Document Checking	Review and coordination of documents prepared for the project.
Permitting Authority Consulting	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from approving agencies as required.
User Agency Data Coordination	Review and coordination of data furnished for the project by the agency.
Architectural Design	Services consisting of preparation of drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the project.
Structural Design	Services consisting of preparation of final structural engineering calculations, drawings and specifications based on approved Design Development Documentation, setting forth in detail the structural construction requirements for the project.
Mechanical Design	Services consisting of preparation of final mechanical engineering calculation, drawings and specifications based on approved Design Development Documentation, setting forth in detail the mechanical construction requirements for the project.
Electrical Design	Services consisting of preparation of final electrical engineering calculation, drawing and specifications based on approved Design Development documentation, setting forth in detail the electrical construction requirements for the project.
Site Design	Services consisting of preparation of final civil/site design drawings and specifications based on approved Design Development documentation required for the project which are normally prepared by the architect. See Additional Services for detailed civil design services beyond basic services.
Specifications	Services consisting of activities of development and preparation of bidding documents, Conditions of the Contract, architectural specifications, coordination of specifications prepared by other disciplines, and compilation of project manual.

Cost Estimating	Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Costs shall reflect the level of design elements presented in the Construction documents plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist user agency with analyzing scope, schedule, and budget options to stay within the Budget.
Scheduling	Services consisting of reviewing and updating previously established schedules for the project.
User Agency Assistance	Provide necessary information to user agency for the preparation of cost statistics.

Bidding Phase (2 Percent)

In the Bidding Phase, the A/E, following the agency's approval of the Construction Documents and the most recent statement of probable construction cost, shall provide those services necessary for the A/E to assist the agency in obtaining bids and in awarding and preparing contracts for construction. In the case of phased construction, the agency may authorize bidding of portions of the work.

Project Administration	Services consisting of bidding administrative functions.
Disciplines Coordination	Coordination between the architectural work and the work of engineering and other involved consultants for the project.
Bidding Materials	Services consisting of organizing, coordinating, and handling Bidding Documents for reproduction, distribution and retrieval, receipt and return of document deposits.
Addenda	Services consisting of preparation and distribution of Addenda as may be required during bidding and including supplementary drawings, specifications, instructions, and notice(s) of changes in the bidding schedule and procedure.
Bidding	Services consisting of participation in pre-bid conferences, responses to questions from bidders, and clarification or interpretations of the bidding documents, attendance at bid opening, and documentation and distribution of bidding results.
Analysis of Substitutions	Services consisting of consideration, analysis, comparisons, and recommendations relative to substitutions proposed by bidders prior to receipt of bids.
Bid Evaluation	Services consisting of validation of bids, participation in review of bids and alternates, evaluation of bids, and recommendation on award of contract.
Contract Agreements	Assist using agency in notification of contract award, assistance in preparation of Construction Contract agreements when required, preparation and distribution of sets of contract documents for execution of the contract, receipt, distribution and processing, for agency approval, of required certificates of insurance, bonds and similar documents, and preparation and distribution to contractor(s) on behalf of the agency, of notice(s) to proceed with the work.

Construction Contract Administration Phase (27 Percent)

In the Construction Contract Administration Phase, the A/E shall provide those services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction.

Project Administration	Services consisting of construction contract administrative functions including consultation, conferences, communications, and progress reports.
Disciplines Coordination Document Checking	Coordination between the architectural work and the work of engineering and other involved consultants for the project. Reviewing and checking of documents (required submittals) prepared for the project.
Permitting Authority Consulting	Services relating to applicable laws, statutes, regulations and codes of regulating entities relating to the agency's interests during construction of the project.
Construction Administration	Services consisting of processing of submittals, including receipt, review of and appropriate action on shop drawings, product data, samples, and other submittals required by the contract documents. Distribution of submittals to agency, contractor, and field representatives as required. Maintenance of master file of submittals and related communications.

Construction Field Observation	Services consisting of visits to the site at intervals appropriate to the stage of construction or as otherwise agreed to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents, and preparing related reports and communications. A/E to chair project meetings.
Project Representation	Services consisting of assisting the agency in selection of full or part time project representative(s).
Documents	Services consisting of preparation, reproduction, and distribution of clarification documents and interpretations in response to requests for clarification by contractors or the user agency. Preparation, reproduction and distribution of drawings and specifications to describe work to be added, deleted or modified, review of proposals, review and recommend changes in time for substantial completion, assisting in the preparation of modifications of the contracts and coordination of communications, approvals, notifications, and record-keeping relative to changes in the work. Additional fees for changes to the scope of a project shall be negotiated.
Scheduling	Services consisting of monitoring the progress of the contractors relative to established schedules and making status reports to the user agency.
Cost Accounting	Services consisting of maintenance of records of payments on account of the contract and all changes thereto, evaluation of applications for payment and certification thereof, and review and evaluation of cost data submitted by the contractors for work performed.

Project Closeout (2 Percent)	
Project Closeout	Services initiated upon notice from the contractor that the work is sufficiently complete, in accordance with the contract documents, to permit occupancy or utilization for the use for which it is intended, and consisting of a detailed inspection for conformity of the work to the contract documents, issuance of certificate of substantial completion, final inspections, receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds, permits, and issuance of final certificate for payment. Submittal of recommendation of project acceptance to the agency.
Record Documents (As-Builts)	Based on contractors marked up field records, prepare and supply completed record documents (as-builts) to user agency.
Operations and Maintenance Manuals	Services consisting of processing, reviewing, commenting on, taking appropriate action, and transmitting Operations and Maintenance Manuals provided by the contractor to user agency.
Warranty Period	Continued assistance to investigate contract problems that arise during the warranty period.

Per letter dated [?] included below.

In general the A/E will submit a scope of work and fee using the following format to the greatest extent practical.

SAMPLE

1. The following is a suggested format/outline for the deliverables and fee/pricing.
   A. By Task; and a provision for
   B. Time and materials (based on the fee schedule provided in two (2) below.

2. Attach A/E Billing Rate Schedule (will be conformed to County mark-up percentages)

A/E's PROFESSIONAL FEES FOR:

SPOKANE COUNTY

ENGINEERING SERVICES AGREEMENT
CONTRACT NUMBER P8660

Instructions: A/E to complete this form after selection and when negotiating scope and fee. When using this form, complete each table and add, or delete, rows as needed in each table.

ARTICLE 2, SECTION 2.3.1.1 - BASIC SERVICES (A/E CONSULTANT) – Not to exceed as follows:

ITEM No.	DESCRIPTION	PROFESSIONAL FEE(S)
		$
		$
		$
		$
		$
		$

ARTICLE 2, SECTION 2.3.1.2, ADDITIONAL SERVICES – Not to exceed as follows:

SUBSECTION 2.3.1.2(a) – EMPLOYEES OF THE A/E - APPLICABLE A/E BILLING RATES:

ITEM No.	DESCRIPTION	HOURLY RATES
		$
		$

SUBSECTION 2.3.1.2(b) – SPECIAL CONSULTING SERVICES:

ITEM No.	DESCRIPTION	PROFESSIONAL FEE(S)
		$
		$

SUBSECTION 2.3.1.2(c) – SUB-CONSULTING SERVICES:

ITEM No.	DESCRIPTION	PROFESSIONAL FEE(S)
		$
		$

ARTICLE 2, SECTION 2.3.1.3, REIMBURSABLE EXPENSES – Not to exceed as follows:
(*List all applicable and pertinent reimbursable expenses – add/insert rows as needed*)

ITEM No.	DESCRIPTION	HOURLY RATES
		$
		$
		$
		$
		$

END OF APPENDIX C