

REQUEST FOR PROPOSAL



Snohomish County
Purchasing Services
(425) 388-3344
purchasing@snoco.org

RFP NUMBER:

RFP-037-21SB

REQUEST FOR PROPOSAL (RFP) TITLE:

Progressive Design Build (PDB) Services

DUE DATE: **12/29/2021**

- not later than 11:00 a.m., Local Time

ELECTRONIC Proposals are hereby solicited and will **only** be received at:

purchasing@snoco.org.

Pre-proposal Conference:

There will be no pre-proposal conference for this RFP.

1. SCHEDULE

Month/Day/Year	Event
12/8/2021	Public announcement of Request for Proposals
12/21/2021	Questions due, in writing, not later than 3:00 p.m. local time
12/29/2021	Proposals due, not later than 11:00 a.m. local time
12/20/2021	*Short list
12/27/2021	*Begin Interviews if applicable
1/3/2022	*Begin Negotiations
4/29/2022	*Execute Contract

*NOTE: Dates preceded by an asterisk are estimated dates. Estimated dates are for information purposes only.

TABLE OF CONTENTS

1. SCHEDULE.....	1
2. PLAN HOLDER REGISTRATION PROCESS	2
3. PROJECT OVERVIEW.....	2
4. BACKGROUND	3
5. SCOPE OF SERVICES	3
6. CONTRACT LENGTH	4
7. PROPOSAL (SUBMITTAL) REQUIREMENTS.....	4
8. EVALUATION CRITERIA: Described in Submittal Requirements, Section 7A. to L.....	5
9. PROPOSAL EVALUATION.....	6
10. RFP QUESTIONS/CLARIFICATIONS	6
11. ADDENDA	6
12. SUBMITTAL EFFECTIVE DATE.....	6
13. DEBRIEF PROCEDURES	7
14. INSURANCE REQUIREMENTS AND INDEMNIFICATION.....	7
15. TITLE VI (FEDERAL) NON-DISCRIMINATION	7
16. COUNTY NON-DISCRIMINATION.....	7
17. FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION.....	7
18. PUBLIC DISCLOSURE	8
19. OTHER PUBLIC AGENCY ORDERS	8
Submittal Packet.....	1-5
Pro-Forma Agreement.....	Attachment A
COST PROPOSAL (Submit as separate document).....	Attachment B

REQUEST FOR PROPOSALS

RFP-037-21SB

1. SUBMITTAL INSTRUCTIONS

Electronic submittal: Submit one (1) electronic proposal and any required attachments (Submittal Packet, and Attachment B), the Submittal Packet first page shall be digitally signed by an authorized representative of the proposer's firm. Attachment B Cost/Price Form shall be saved as a separate file and submitted as a second file in the same email as the submittal packet. **Submittals shall be limited to 25 pages, not including cover page, introductory letter, construction documentation examples and attachments described under subsections G, H and I of section 8.**

For easy identification, please list the RFP number in the subject line of the email. Electronic submittals shall be sent to purchasing@snoco.org and must be received by proposals due date referenced above.

If you would like to submit a hard copy proposal, please call 425-388-3344 to schedule an appointment to hand deliver the proposal or ship via commercial carrier to arrive prior to the due date and time.

Proposals shall contain all required information as defined herein and be submitted to the Snohomish County Purchasing Division no later than the date, time, and place as stated on the cover page of this RFP or as amended. Proposals will not be accepted at any other county location other than the Snohomish County Purchasing Division. **Late proposals will not be accepted and will be returned to the proposers unopened.**

Proposers shall be fully responsible for any and all costs incurred in the preparation and submittal of their proposals.

2. PLAN HOLDER REGISTRATION PROCESS

Prospective proposers must register to obtain Solicitation Packages directly from the Official Snohomish County website <https://snoco.procurement.com/Bids>

By registering, the prospective proposer will be placed on the County's notification list for any forthcoming addendum or other official communications.

Failure to register as a prospective responder may cause a proposer's Submittal Package to be rejected as non-responsive if the Submittal Package does not include acknowledgment of issued addenda or if the responder fails to submit revised required documents.

3. PROJECT OVERVIEW

Snohomish County (County) is accepting proposals from qualified firms and individuals to provide expertise and training on a Progressive Design-Build (PDB) project and to act as the Owner's representative as needed. These services will assist the County with its first PDB project.

4. BACKGROUND

Snohomish County Parks Division of the Department of Conservation and Natural Resources (DCNR) is planning to develop a Food and Farming Center (Center) at McCollum Park. The park is located at 600 128th St SE, Everett, WA on a site approximately 74.13 acres in size. Currently there are several amenities in the park. It housed the Northwest Stream Foundation, Community Transit, trails, education and learning facility, pool and recreation. It is also a former Emander landfill site.

There are several business plans and feasibility studies and cost estimates performed and conducted over several years. The plan is to convert the auditorium, WSU offices and the pool into an aggregation, processing and distribution center, commercial kitchen with classrooms and offices, and a Farmers Market respectively. The program elements are determined and the development of the Center will need to be phased.

Phase 1 scope is to build a superstructure for an aggregation, processing and distribution facility and a three (3) story building with commercial kitchen, classrooms and offices to replace the outdated auditorium and office buildings. Phase 2 is converting the pool into a Farmers Market facility. Both new facilities are outside the liner and have to be Gold LEED Certification.

County staff have determined Progressive Design Build (PDB) will provide the best contracting method for the goals and needs of this project. PDB legal counsel is approved to assist the project team.

5. SCOPE OF SERVICES

The County is seeking proposals from qualified consultants to provide PDB training, services, and Project Management (PM)/ Construction Management (CM) support as needed to collaborate with the County's existing staff.

The County is in the process of executing the first PDB contracting and is looking for external expertise to assess project needs, train & guide staff, and help deliver the development of the Center using this system.

The successful proposer shall:

- Work with the County's two Project Managers to gain PDB approval and meet all State requirements.
- Assist and train the Purchasing, Contract Administration, Public Works, DCNR staff as it relates to the unique characteristics and requirements of PDB. (Note: County staff are well trained in contracting, compliance, and RFP/RFQ's. The only training required would be for items related specifically to PDB.)
- Provide help and support to the County to create specialized templates, processes, forms and other documents necessary to successfully manage a PDB project.
- Other services needed to effectively serve as the Owner's Representative for this PDB project and to support the County Project Managers and various resources groups.

Proposers shall submit a plan for achieving the work described above based on their expertise and their understanding of the requirements needed to result in a successful PDB project. The plan shall include the training and support anticipated for each area, as well as an overview of the tasks, and hours that will be dedicated to each area to properly train and complete each step

of the PDB process. Plans shall include training and support in each of the following phases as needed: Project Review & Confirmation, PDB Application/Approval, PDB Team Competition/Selection, PDB Contract, Design & Construction Phase, Commissioning, Contract Compliance and any other phase appropriate to a PDR project.

6. CONTRACT LENGTH

The contract term will be effective upon execution and end December 31, 2026, subject to the "Time for Beginning and Completion" and the "Termination of Agreement" provisions of the Snohomish County Professional Services Agreement. If necessary, at the option of Snohomish County, the agreement may be supplemented for additional time.

7. PROPOSAL (SUBMITTAL) REQUIREMENTS

Submittals shall include, at a minimum, the following:

- A. Transmittal Page including signature.
- B. Letter of Interest: Letter should not be more than two (2) pages and may contain any information not shown elsewhere in the submittal.
- C. Qualifications or Proposed Team: Provide an overall staffing plan for the project that supports the training and support you believe the County needs and include a narrative explaining the roles and responsibilities for each proposed staff member. Clearly define the day-to-day leader of your team and how you propose this team member will interact with County staff. Provide an organizational chart showing how your team will integrate with the County and the Design Builder. Indicate the proposed staffing plan during both the design and the construction phases. Confirm availability of all proposed team members. Show current assignments and how this work will be accomplished considering the current construction market. Provide a resume for each proposed team member, including brief project profiles for the last 3 relevant projects, employment history, education, personal references and estimated percentage of time each team member will be dedicated to and available for this project.. Provide years of industry experience and years of employment at proposing firm for each team member. Project the same information for any proposed subcontractors. Provide historical information on how many times each significant team member has worked with other proposed team members on successful projects..
- D. Relevant Firm Experience: Provide a description of the history and capabilities of your firm. Describe your firm's experience with progressive design-build delivery and similar facilities. Provide a summary of your firm's recent, current and projected workload in addition to this project. Provide three (3) relevant project profiles demonstrating your team's capabilities on projects of similar scope, scale and complexity. Provide your analysis of how each relevant project relates to the County's project, including whether the project was completed for a public owner. Clearly show which proposed team members worked on each project including their role. Clearly define the level of services and number of staff on each project.
- E. Project Approach: Provide an overview of your overall approach to perform an efficient and effective PDB project. Describe your approach to obtaining progressive design-build project approval by the Project Review Committee. Demonstrate your successful track record on similar applications. Describe your experience with mentoring and assisting agencies with the unique characteristics of a PDB project. . Identify and address risks and opportunities. Describe your proposed plan to assist the County with this project. Provide options for

minimum to maximum support that may be critical at different points of the PDB process. Describe the unique characteristics of a PDB project and estimate the resources needed to provide support the County. Describe your ability to train and mentor County staff on PDB rules, process and unique items.

- F. Current Workload:** Provide clear evidence and a statement of commitment that your team's current workload allows for the successful performance of this project.
- G. Cost Proposal:** Provide cost proposal based on the Scope of work. Proposer must include Position Classifications, Hours, and Fully Burdened Rates. *(Please note: Cost Proposal is for RFP evaluation purposes only. The County intends to negotiate full scope and rates during contracting process using FAR Compliant Audit, Direct Salary Rates and County Assigned Fee.)*
- H. Ability to Adhere to Submittal Requirements**
Responder's ability to follow, complete, and provide submittal in accordance with RFP.
- I. Pro-Forma Agreement:** By this reference, the County's "Pro Forma" Agreement (Agreement for Professional Services) is made a part of this RFP and will be used as the basis for preparing a final agreement with the successful proposer compliant with applicable law and in the best interests of the County. Proposers are advised to carefully read the "Pro Forma" Agreement as all terms and conditions are mandatory. A copy of the agreement is included as Appendix 1 to this RFP.
- J. Legal Action:** Disclose any current or recent (within past five years) legal action in progress or taken against the firm or individuals. Disclosures: List all business transactions and relations within the past five years that may create or be perceived to create a conflict of interest.
- K. Non-Disclosure Request**
- L. Consultant Agreement Information Form** shall be completed and included in the Submittal Package

8. EVALUATION CRITERIA: Described in Submittal Requirements, Section 7A. to L

A.	Transmittal Page with Signature	Y or N
B.	Letter of Interest (as described in Section 7.B.)	Y or N
C.	Proposed Team (as described in Section 7.C.)	30%
D.	Relevant Experience (as describe in Section 7.D.)	25%
E.	Project Approach (as described in Section 7.E.)	20%
F.	Current Workload (as described in Section 7.F.)	15%
G.	Cost Proposal (as described in Section 7.G.)	(25%)
H.	Ability to Adhere to Submittal Requirements (as described in Section 7.H.)	10%
I.	Pro-Forma Agreement (as described in Section 7.I)	Y or N
J.	Legal Action (as described in Section 7.J.)	Y or N

K.	Non-Disclosure Request (as described in Section 7.J)	Y or N
L.	Consultant Agreement Information Form (as described in Section 7.L)	Y or N
	Total w/o price	100%

9. PROPOSAL EVALUATION

- A. The County will evaluate proposals using the criteria set forth in Section 7 of this RFP. The County reserves the right, in its sole discretion, to reject all proposals, waive informalities and irregularities in responses, or not award.
- B. The County may choose to invite one or more of the proposers to demonstrate their solutions or interview with the County and/or may issue Clarifications or Best and Final Offers to the highest rated proposers.
- C. The County reserves the right to award a contract with the single highest rated proposer without proceeding interviews or demonstrations.

10. RFP QUESTIONS/CLARIFICATIONS

Questions shall be submitted to the Snohomish County Purchasing Division by email to: purchasing@snoco.org or online through the purchasing portal system in the Clarifications Tab, **not later than the date and time referenced in the Schedule on the title page**. Please reference the RFP number in the subject line when submitting questions via email.

- A. Oral questions will not be answered. Questions must be in written form, by email or online. An addendum to this RFP will be issued by the County Purchasing Division as a result of the questions generated under this competitive solicitation to all plan holders.
- B. A Silent Period is established between the time the County develops the RFP and the time that the County recommends award of the RFP. The Silent Period includes the issuance, submittal receipt, and evaluation of the RFP. All proposers, consultants, or individuals acting on their behalf are hereby prohibited from contacting or lobbying any County employee, official, or representative regarding this RFP during the Silent Period other than the Purchasing Division. All communication regarding this RFP shall be directed to the email or fax defined above. Failure to observe to the Silent Period may disqualify the proposer and/or delay or void the RFP.

11. ADDENDA

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the RFP, the County will issue a written addendum to the RFP. Proposer must register for this RFP to be notified of addendum and new documents on this RFP. It is the Proposer's responsibility to check for addenda and other new documents on-line.

12. SUBMITTAL EFFECTIVE DATE

The submittals shall remain in effect for 180 days after the RFP due date, unless extended by mutual agreement between the County and the applicable proposers.

13. DEBRIEF PROCEDURES

After award, submitters may contact the appropriate buyer or purchasing manager to request a phone or in person debrief conference.

14. INSURANCE REQUIREMENTS AND INDEMNIFICATION

See section XIV of the Pro Forma Agreement, Attachment 1.

15. TITLE VI (FEDERAL) NON-DISCRIMINATION

Snohomish County assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, as amended, and the Civil Rights Restoration Act 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

16. COUNTY NON-DISCRIMINATION

By signing and submitting a response to this RFP, the proposer (firm or individual) certifies that, in the event it is awarded a contract under this competitive solicitation (i.e., becomes the “successful vendor”), and as of the date of contract award, it shall comply with the “Non-Discrimination Clause” provided below:

Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington’s Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Vendor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Vendor of the Vendor's compliance with the requirements of Chapter 2.460 SCC. If the Vendor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Vendor's obligations under other federal, state, or local laws against discrimination.

17. FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION

Federal Executive Order 12549 prohibits federal, state and local public agencies receiving grant funding from contracting with individuals, organizations, or companies who have been excluded from participating in federal contracts or grants.

The purpose of this certification is for the contractor/vendor to advise Snohomish County, in writing, of any current Federal Suspension and Debarment.

Debarment Certification. By signing and submitting a response to this competitive solicitation, I certify that this firm and its principals are not currently suspended or debarred by any Federal Department or Agency from participating in Federal Funded Contracts.

18. PUBLIC DISCLOSURE

Submittals received by Snohomish County in response to this solicitation become public records and are subject to Chapter 42.56 RCW, the Public Records Act. The proposer should clearly identify in its proposal any specific information that it claims to be confidential or proprietary. If Snohomish County receives a Public Records Act request to view the information so marked in the Proposer's proposal and the County determines that it must produce that information in response to the Public Records Act request, its sole obligations shall be to notify the proposer (1) of the request and (2) of the date that such information will be released to the requester unless the Proposer obtains a court order to enjoin that disclosure pursuant to RCW 42.56.450. If the Proposer fails to timely obtain a court order enjoining disclosure, Snohomish County will release the requested information on the date specified.

19. OTHER PUBLIC AGENCY ORDERS

The Washington State Interlocal Cooperative Act, RCW 39.34, provides that other governmental agencies may purchase goods or services on this RFP or contract in accordance with the terms and prices indicated herein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

SUBMITTAL PACKET
RFP-037-21SB



Snohomish County
Purchasing Services
purchasing@snoco.org

Proposers shall complete and submit the entire Submittal Packet

7A. Transmittal Section & Original Signature

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW

We acknowledge that all Addenda (through) have been examined as part of the Proposal documents.

Company Name:			
Address:		City/State/Zip Code:	
Original Signature:		Authorized Representative / Title (Please Print Name and Title):	
E-mail:		Phone:	
		Fax:	

Please complete the following information:

Is your firm a:

Women Business Enterprise (WBE)? Yes ☐

Small Business Enterprise (SBE)? Yes ☐

Minority Business Enterprise (MBE)? Yes ☐

Veteran Owned Business (VOB)? Yes ☐

Disadvantaged Business Enterprise (DBE)? Yes ☐

Do you have a certification number? Yes ☐

If yes, please provide certification number and state or entity who issued the number below:

Certification No.: _____ State or Entity Issued: _____

8B. Letter of Interest

8C. Qualifications of Proposed Team

Provide an overall staffing plan for the project that supports the training and support you believe the County needs and include a narrative explaining the roles and responsibilities for each proposed staff member. Clearly define the day-to-day leader of your team and how you propose this team member will interact with County staff. Provide an organizational chart showing how your team will integrate with the County and the Design Builder. Indicate the proposed staffing plan during both the design and the construction phases. Confirm availability of all proposed team members. Show current assignments and how this work will be accomplished considering the current construction market. Provide a resume for each proposed team member, including brief project profiles for the last 3 relevant projects, employment history, education, personal references and estimated percentage of time each team member will be dedicated to and available for this project. Provide years of industry experience and years of employment at proposing firm for each team member. Provide the same information for any proposed subcontractors. Provide historical information on how many times each significant team member has worked with other proposed team members on successful projects. Provide three(3) Gold LEED Certification projects the firm has undertaken.

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8D. Relevant Firm's Experience

Provide a description of the history and capabilities of your firm. Describe your firm's experience with progressive design-build delivery of similar facilities. Provide a summary of your firm's recent, current and projected workload in addition to this project. Provide three (3) relevant project profiles demonstrating your team's capabilities on projects of similar scope, scale and complexity. Provide your analysis of how each relevant project relates to the County's project, including whether the project was completed for a public owner. Clearly show which proposed team members worked on each project including their role. Clearly define the level of services and number of staff on each project.

8E. Project Approach

Provide an overview of your overall approach to perform an efficient and effective PDB project. Describe your approach to obtaining progressive design-build project approval by the Project Review Committee. Demonstrate your successful track record on similar applications. Describe your experience with mentoring and assisting agencies with the unique characteristics of a PDB project. Identify and address risks and opportunities. Describe your proposed plan to assist the County with this project. Provide options for minimum to maximum support that may be critical at different points of the pDB process. Describe the unique characteristics of a PDB project and estimate the resources needed to provide support to the County. Describe your ability to train and mentor County staff on PDB rules, process, and unique items.

8F. Current Workload

Provide clear evidence and a statement of commitment that your team's current workload and 3-year backlog shall allow for the successful performance of this project.

8G. Cost Proposal. See Attachment B**8H. Ability to Adhere to Submittal Requirements**

Follow, complete, and submit qualifications in accordance with RFP.

8I. Pro-Forma Agreement

Proposer has carefully read the "Pro-Forma" Agreement provided in Attachment A.
If yes, please write in "yes".

8J. Legal Action

Disclose any current or recent (within past five years) legal action in progress or taken against the firm or individuals. If none, write in "none".

List all business transactions and relations within the past five years that may create or be perceived to create a conflict of interest.

8K. Non-Disclosure Request

If you believe any statements or items you submit to the County as part of this submittal/response are exempt from public disclosure under the Washington Public Records Act (PRA), you must identify and list them below.

You must very clearly and specifically identify each statement or item, and the specific exemption that applies. If awarded a County contract, the same exemption status will carry forward to the contract records.

The County will not exempt materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not identify the entire page, unless the entire page is within the exemption scope. Only records properly listed on this Form will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

☐ I do not request any information be withheld

☐ I request the following specific information be withheld. I understand that all other information will be considered public information.

For each statement or item you intend to withhold, you must fill out every box below. You should not request an entire page withheld; only request the specific portion subject to the exemption.

Document Page: Specify the page number on which the material is located within your submittal package	Statement: Repeat the text you request to be held as confidential, or attach a redacted version	RCW Exemption: Specify the RCW exemption including the subheading

For this request to be valid, you must specify the RCW provision or other State or Federal law that designates the document as exempt from disclosure. For example, potential RCW exemptions include the following:

1. RCW 42.56.230.3 - Personal information - Taxpayer
2. RCW 42.56.230.4 - Personal information - Credit card numbers and related
3. RCW 42.56.240 - Investigative, law enforcement and crime victims
4. RCW 42.56.250 - Employment and licensing - specify the applicable subheading
5. RCW 42.56.260 - Real estate appraisals
6. RCW 42.56.270 (Items 1- 17) – specify applicable subheading
7. RCW 42.56.420 - Security

Attachment A
Pro Forma Agreement

CONSULTANT:
CONTACT PERSON:
ADDRESS:

FEDERAL TAX ID NUMBER/U.B.I. NUMBER:
TELEPHONE/FAX NUMBER:

COUNTY DEPT: Conservation and Natural Resources
DEPT. CONTACT PERSON:
TELEPHONE/FAX NUMBER:

PROJECT: Project Management for Progressive Design-
Build Design and Construction Services

AMOUNT:

FUND SOURCE:

CONTRACT DURATION: Execution through December 31, 2026

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and _____, a _____ (the "Consultant"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is for Progressive Design-Build Services. The scope of services is defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP-037-21SB.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Consultant practices or operates at the time the services are performed. The Consultant shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Consultant in connection with performing the services shall be of good quality. The Consultant represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Consultant will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon Execution (the “Effective Date”) and shall terminate on December 31, 2026. The Consultant shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than December 31, 2026, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2022 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

At the option of Snohomish County, the agreement may be supplemented for additional time. Extensions shall be processed in writing once agreed upon by both parties.

3. Compensation.

a. Services. The County will pay the Consultant for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Consultant’s compensation for services includes overhead but does not include specific reimbursable expenses, which will be allowed only as and to the extent set forth in Schedule C attached hereto and by this reference made a part of this Agreement.

c. Invoices. The Consultant shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Each invoice shall also include an itemization of any reimbursable expenses incurred by the Consultant during the time period covered by the invoice, together with reasonable documentation substantiating such expenses, all in accordance with this Section 3 and Schedule C. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

d. Payment. The County’s preferred method of payment under this contract is electronic using the County’s “e-Payable” system with Bank of America. The Consultant is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Consultant shall email SnocoEpayables@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County’s e-Payable process. The Consultant needs to provide contact information (name, phone number and email address). The Consultant will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable Consultants. Invoices are processed for payment by Finance two times a week for Consultants who have selected the e-Payable payment option.

In the alternative, if the Consultant does not enroll in the electronic (“e-Payable”) payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY’S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Consultant waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Consultant pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County’s VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?
Yes ☐ No ☐

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$_____ for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Consultant. The Consultant agrees that Consultant will perform the services under this Agreement as an independent Consultant and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Consultant is not entitled to any benefits or rights enjoyed by employees of the County. The Consultant specifically has the right to direct and control Consultant’s own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Consultant shall furnish, employ and have exclusive control of all persons to be engaged in performing the Consultant’s obligations under this Agreement (the “Consultant personnel”), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Consultant personnel shall for all purposes be solely the employees or agents of the Consultant and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Consultant personnel, the Consultant shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Consultant personnel when required by law.

Because it is an independent Consultant, the Consultant shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers’ compensation). The Consultant agrees to indemnify, defend and hold the

County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Consultant assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Consultant and as to all duties, activities and requirements by the Consultant in performance of the work under this Agreement. The Consultant shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

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

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: _____
Title: _____
Department: Conservation and Natural Resources
Telephone: (425) 388-XXXX
Email: xxxxx@snoco.org

8. County Review and Approval. When the Consultant has completed any discrete portion of the services, the Consultant shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Consultant shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Consultant that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Consultant with written notice describing the problems with the work and describing the necessary

corrections or modifications to same. In such event, the Consultant shall promptly remedy the problem or problems and re-submit the work to the County. The Consultant shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Consultant shall be responsible for the accuracy of work even after the County accepts the work.

If the Consultant fails or refuses to correct the Consultant's work when so directed by the County, the County may withhold from any payment otherwise due to the Consultant an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Consultant's conduct.

9. Subcontracting and Assignment. The Consultant shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Consultant to subcontract, assign, or delegate any portion of the Consultant's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Consultant shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Consultant. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Consultant which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Consultant, shall be refunded to the County by the Consultant.

11. Indemnification.

a. Professional Liability.

[The Consultant agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Consultant's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Consultant, its principals, employees, subconsultants, or subcontractors. The Consultant has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of the Consultant, its principals, employees, subconsultants, or subcontractors. For the purpose of this section, the County and the Consultant agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Consultant shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Consultant. In addition, the Consultant shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Consultant or its subconsultants, or subcontractors, and the Consultant, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Consultant.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Consultant shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Consultant, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Agreement. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Consultant shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$3,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000

(v) Professional Liability: \$5,000,000.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Consultant's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant's liability to the County and shall be the sole responsibility of the Consultant.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Consultant shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subconsultants and Subcontractors. The Consultant shall include all subconsultants and subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subconsultant or subcontractor. **Insurance coverages provided by subconsultants and subcontractors instead of the Consultant as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Consultant shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Consultant of the Consultant's compliance with the requirements of Chapter 2.460 SCC. If the Consultant is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Consultant's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of

1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, “Restrictions on future employment of County employees,” imposes certain restrictions on the subsequent employment and compensation of County employees. The Consultant represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Consultant shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Consultant shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Consultant’s work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party’s reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a “force majeure event”), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Consultant in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Consultant breaches any of its obligations hereunder, and fails to cure the same within Fifteen (15) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Consultant only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon ten (10) business days' written notice to the Consultant for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Consultant in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Consultant provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Consultant (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contactor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Dept of Conservation and Natural Resources
 Parks and Recreation Division
 6705 Puget Park Drive
 Snohomish, Washington 98296
 Attention: _____

If to the Consultant: _____

 Attention: _____

The County or the Consultant may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Consultant shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Consultant's performance under this Agreement. The Consultant may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Consultant shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Consultant are needed for the County to respond to a request under the Act, as determined by the County, the Consultant agrees to make them promptly available to the County. If the Consultant considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Consultant shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Consultant and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Consultant (a) of the request and (b) of the date that such information will be released to the requester unless the Consultant obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Consultant fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Consultant to claim any exemption from disclosure under the Act. The County shall not be liable to the Consultant for releasing records not clearly identified by the Consultant as confidential or proprietary. The County shall not be liable to the Consultant for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Consultant was selected through the County's RFQ identified in Section 1. The RFQ and the Consultant's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFQ, and the Consultant's response, this Agreement shall govern. To the extent of any inconsistency between the RFQ and the Consultant's response, the RFQ shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Consultant. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Consultant, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Consultant, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY: _____:

County Executive Date

Date

Approved as to insurance
and indemnification provisions:

Approved as to form only:

Risk Management Date

Legal Counsel to the Consultant Date

Approved as to form only:

Deputy Prosecuting Attorney Date

Schedule A
Scope of Services

Schedule B
Compensation

Schedule C
Expenses

Attachment B Price/Cost Form

Cost Proposal

Provide cost proposal based on the Scope of work. Proposer must include Position Classifications, Hours, and Fully Burdened Rates. *(Please note: Cost Proposal is for RFP evaluation purposes only. The County intends to negotiate full scope and rates during contracting process.)*

Position Classification	Estimated Hours	Fully Burdened Hourly Rate	Extended Cost (Hours X Hourly Cost)
		Total Labor Costs	
Direct Cost	Estimate Units	Unit Cost	Extended Cost (Units X Unit Cost)
		Total Direct Costs	
		Total Project Cost	