RFP Information

RFP No. 1860
ADA Access Audit and Transition Plan for Pierce County Park Facilities
Issue Date: March 10, 2017
Closing Date: March 31, 2017

Contact

Joseph Coppo
Phone: 253-798-4261
Email: jcoppo@co.pierce.wa.us

Return Proposals by 4:00pm, March 31, 2017 to:

Pierce County Purchasing
950 Fawcett Avenue, Suite 100
Tacoma, WA 98402
Phone: 253-798-7456
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**Attachment A**: General Conditions of Personal Service Agreements  
**Attachment B**: Contract Compliance  
**Attachment C**: Appendix B – Location Maps
SUBMITTAL DUE DATE

To be eligible for consideration, four (4) hard copies and one (1) electronic copy, in pdf format, on CD of a vendor's response to this Request for Proposals (hereafter called "response" or "proposal") must be received by the Pierce County Purchasing Department, 615 South 9th Street, Suite 100, Tacoma, WA 98405-4673 no later than close of business, 4:00 PM, Due Date. The response must be submitted in a sealed envelope with the vendor's name, Request for Proposals Number and the due date clearly identified on the outside.

GENERAL INFORMATION

Pierce County Parks and Recreation Services Department provides recreation programs and manages park facilities for the residents in the unincorporated areas of Pierce County. Parks and Recreation manage over 5,000 acres of land, including open space, water access, trails, athletic fields, golf and park facilities, and community centers. The Department's website is a valuable resource for information about the many services provided. Please access the website at www.piercecountywa.org/parks.

DESCRIPTION OF PROJECT

The Pierce County Parks and Recreation Department ("PC Parks") seeks proposals for the provision of consulting services to perform a comprehensive ADA Access Audit and produce an ADA compliant Transition Plan for its park facilities.

This RFP seeks the most qualified Consultant to assist the County by performing field investigations and analysis on the County’s parks, recreation, and golf facilities and to develop a comprehensive ADA Transition Plan based on information gathered. The anticipated start date is 05/01/2017.

EXPECTED TERM OF RESULTING AGREEMENT

The initial contract period shall be from May 1, 2017 to December 31, 2018, unless sooner terminated as provided elsewhere in the Agreement.

CONTACT

Joseph Coppo
9112 Lakewood Dr SW, Lakewood 98499
253-798-4261 phone
jcoppo@co.pierce.wa.us

SCOPE OF WORK

BACKGROUND

Pierce County Parks and Recreation

Established in 1958, Pierce County Parks and Recreation manages over 5,000 acres of parks, trails, and open space at 47 sites. Roughly half of the park sites have developed facilities, which include 1 indoor ice arena, 3 golf courses, over 20 miles of paved trails, 11 playgrounds, 7 basketball Courts, 1 gymnasium, 8 tennis courts, 30 sport fields, 3 boat ramps, 3 swimming beaches, 3 community centers, and 1 horse arena. Except for Heritage Recreation Center, Chambers Creek Regional Park, and portions of Foothills Trail, most of the facilities were built in the 1960s, 70s & 80s.
Americans with Disabilities Act


The fundamental goal of the ADA is to ensure equal access to civic life by people with disabilities. The Act prohibits discrimination against disabled persons within the United States. Title II of the ADA requires State and Local Governments to make their programs, services and activities accessible to those with disabilities. It also established physical access requirements for public facilities.

The Department of Justice’s revised regulations for Titles II and III of the Americans with Disabilities Act of 1990 (ADA) were published in the Federal Register on September 12, 2010. These regulations adopted revised, enforceable accessibility standards called the 2010 ADA Standards for Accessible Design, “2010 Standards.”

SCOPE OF WORK

The consultant will conduct an ADA Audit and develop a comprehensive Transition Plan for all County parks, trails, and recreation facilities. (See Facility List on page 3 and Maps in Appendix B). The following is a proposed scope of services for the development of the County’s ADA Access Audit and Transition Plan. Additional steps may be added as the consultant determines appropriate based upon their experience. It is highly recommended that Respondents visit each listed park facility prior to submitting a Proposal.

ADA Access Audit

The consultant shall conduct an ADA Access Audit incorporating the components of a Program Access Test. Facilities having “Employee Only Area” shall be reviewed as needed. The Consultant must ensure the facilities meet any applicable Washington State access requirements that are more stringent than Federal requirements. Facilities are to be examined using enforceable federal regulations, the most recent issued final guidelines or proposed guidelines, and in the alternative, the most recent final reports of the US Access Board.

Access Report

The consultant shall prepare an Access Report for all 18 facilities containing the following:

1. A site report shall be developed for each park facility. The site report must include a description of the specific barriers at each location, and a reference to the regulation or guideline citation. Both a printed copy of the report and an electronic version of the report shall be provided for each park facility.

2. Each site report shall contain digital images of the barriers noted in each park facility and a reference drawing map showing the location of the barrier.

3. Each site report shall describe the Title II 35.150(b) methods for meeting the accessibility requirements, giving priority to those methods that offer services, programs, and activities to qualified individuals with disabilities in the most integrated setting appropriate.

4. Each site report shall provide a description of the ways in which each specific barrier can be removed as well as individual detailed cost estimate for each solution including the use of smart practices. Smart practices may be developed that are additional methods for making parks facilities more usable for individuals with disabilities. These smart practices shall be included in the report. Smart practices shall be distinguished from requirements.
5. Each site report shall provide a narrative that applies the program access test to multiple similar County park facilities, such as playgrounds or picnic areas, and shall recommend which of them shall be made compliant.

6. Each site report shall have checklists for the elements at each site, and all field notes shall be included as an index to the individual reports.

**Comprehensive Transition Plan**

The consultant shall develop the comprehensive ADA Transition Plan. The Transition Plan shall include recommendations for phased corrective work. A Transition Plan Report shall be developed in which the recommendations to meet accessibility standards are prioritized to comply with ADA Title II Section 35.150(d)(3) requirement that:

The plan shall, at a minimum:

1. Identify physical obstacles in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities.
2. Describe in detail the methods that will be used to make the facilities accessible.
3. Projected cost estimates for each of the recommendations shall be included in the Transition Plan to assist Parks with capital improvement plans to bring facilities into compliance.

**Project Database and Mapping**

Database – the consultant shall develop a database for the ADA Transition Plan using Microsoft Excel or other County approved software. The purpose of the database is to facilitate ongoing monitoring and updating of the final comprehensive ADA Transition Plan by Park staff. The database shall correlate all aspects of the transition plan and shall be produced using the database, including but not limited to, Access Compliance Assessment Reports, Transition Plans, reference drawings, standard drawings and photographs. The database shall be the property of PC Parks when the ADA Transition plan compilation is complete.

**Project Map**

The consultant shall develop a County-wide reference map using an ESRI ArcGIS 10.4.1 compatible format and provide PC Parks with digital copies of all maps in reproducible PDF format and all data in ESRI ArcGIS 10.4.1 compatible format. The map shall fully show distinct points for each identified barrier to access.

**Deliverables**

The following shall be the minimum deliverable elements:

- Final ADA Access Assessment and Transition Plan submitted in binder and electronic formats.
- Final Database and Project Map – Electronic File(s).

The consultant will provide all labor, tools, equipment, and materials to perform the services. The consultant will coordinate with other County consultants or PC Parks staff as necessary.
<table>
<thead>
<tr>
<th>REF #</th>
<th>MAP #</th>
<th>FACILITY NAME</th>
<th>ACRES (approx.)</th>
<th>ADDRESS</th>
<th>FACILITIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>Chamber Creek Regional Park (not including the golf course)</td>
<td>930 Total 140 Dev</td>
<td>10311 Chambers Creek Road West, University Place</td>
<td>Paved walking paths, playground, beach access, great lawn/event space, 2 soccer fields</td>
</tr>
<tr>
<td>2</td>
<td>3</td>
<td>Spanaway Park</td>
<td>89 Total 89 Dev</td>
<td>14905 Bresemann Blvd South, Spanaway</td>
<td>2 swimming beaches, boat launch, fishing pier, boat ramp, playground, 3 miles of paved trail, softball fields, basketball courts</td>
</tr>
<tr>
<td>3</td>
<td>3</td>
<td>Sprinker Recreation Center</td>
<td>44 Total 44 Dev</td>
<td>14824 South C Street, Spanaway</td>
<td>Indoor ice arena, indoor tennis courts &amp; racquetball courts, meeting rooms, outdoor tennis courts, skate park, playground, 8 baseball/softball/soccer fields, climbing rock</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Regional Parks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>8</td>
<td>Ashford County Park</td>
<td>84 Total 10 Dev</td>
<td>28503 SR 706 Ashford</td>
<td>Playground, paved walking paths, outdoor amphitheater</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>Frontier Park</td>
<td>71 Total 35 Dev</td>
<td>21616 Meridian Ave East, Graham</td>
<td>Meeting space, horse arena, event facilities (fair, dog shows, etc), playground, race track, gravel walking paths</td>
</tr>
<tr>
<td>6</td>
<td>4</td>
<td>Heritage Recreation Center</td>
<td>47 Total 47 Dev</td>
<td>13008 94th Ave East, Puyallup</td>
<td>5 baseball/softball fields, 6 soccer fields, playground</td>
</tr>
<tr>
<td>7</td>
<td>9</td>
<td>Lake Tapps Park</td>
<td>135 Total 20 Dev</td>
<td>2022 198th Ave East, Lake Tapps</td>
<td>Boat launch, water access</td>
</tr>
<tr>
<td>8</td>
<td>4</td>
<td>Meridian Habitat Park</td>
<td>36 Total 2 Dev</td>
<td>14422 Meridian Ave East, Puyallup</td>
<td>Former church facility converted to community center, meeting rooms, playground</td>
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<tr>
<td></td>
<td></td>
<td>County Parks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>10</td>
<td>Dawson Playfield</td>
<td>5 Total 5 Dev</td>
<td>1605 90th St East, Tacoma</td>
<td>1 multi-purpose baseball/softball/ soccer fields, playground, basketball courts, tennis courts, walking path</td>
</tr>
<tr>
<td>10</td>
<td>3</td>
<td>Gonyea Playfield</td>
<td>12 Total 12 Dev</td>
<td>13422 10th Ave South, Tacoma</td>
<td>3 multi-purpose baseball/softball/ soccer fields, playground, basketball courts</td>
</tr>
<tr>
<td>11</td>
<td>10</td>
<td>Lidford Playfield</td>
<td>10 Total 10 Dev</td>
<td>58th St &amp; 44th Ave East, Tacoma</td>
<td>2 multi-purpose baseball/softball/ soccer fields</td>
</tr>
<tr>
<td>12</td>
<td>3</td>
<td>Mayfair Playfield</td>
<td>5 Total 5 Dev</td>
<td>13510 13th Ave Ct East, Tacoma</td>
<td>Playground</td>
</tr>
<tr>
<td>13</td>
<td>4</td>
<td>South Hill Community Park &amp; Nathan Chapman Memorial Trail</td>
<td>40 Total 10 Dev</td>
<td>86th Ave E &amp; 144th St East, Puyallup</td>
<td>2 soccer fields, playground; 1.5 miles of paved walking paths</td>
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<tr>
<td></td>
<td></td>
<td>Local Parks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>2</td>
<td>Lakewood Community Center</td>
<td>4 Total 4 Dev</td>
<td>9112 Lakewood Dr SW, Lakewood</td>
<td>Gym, meeting rooms, senior center</td>
</tr>
<tr>
<td>15</td>
<td>3</td>
<td>Lake Spanaway GC</td>
<td>129 Total 129 Dev</td>
<td>15602 Pacific Avenue South, Spanaway</td>
<td>18-hole golf course, driving range, putting green, clubhouse with pro shop, café</td>
</tr>
<tr>
<td>16</td>
<td>1</td>
<td>Purdy Sand Spit</td>
<td>64 Total 0.6 Dev</td>
<td>Goodrich Dr NW &amp; SR 302, Purdy</td>
<td>Boat launch and saltwater beach access along state highway.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Special Use Facilities</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>17</td>
<td>5, 6, 7</td>
<td>Foothills Trail</td>
<td>520 Total</td>
<td>Puyallup to Buckley; Carbonado Section</td>
<td>17.7 miles of paved 12 ft wide multi-use trail; 3 trailheads (E. Puyallup; McMillin; &amp; Crocker)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Trails</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**FEE PROPOSAL.** Fee Proposal shall be submitted on the following form provided. Please include the proposed rate for any Additional Services that may be proposed.

Rates should include all costs of performing the Services (including without limitation, mileage, equipment, supplies, permits, licenses, overhead, profit, etc.) Although PC Parks does not anticipate compensating consultant for any additional items or expenses, any such additional amounts to be charged to PC Parks should be identified in the fee proposal.

<table>
<thead>
<tr>
<th>ALL PARK FACILITIES (Ref # 1-17)</th>
<th>COST</th>
</tr>
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<tbody>
<tr>
<td>All Park Facilities Audit</td>
<td></td>
</tr>
<tr>
<td>All Park Facilities Transition Plan (including mapping)</td>
<td></td>
</tr>
<tr>
<td>Total for All Park Facilities Audit and Transition Plan</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REGIONAL PARKS (Ref # 1-3)</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regional Parks Audit</td>
<td></td>
</tr>
<tr>
<td>Regional Parks Transition Plan (including mapping)</td>
<td></td>
</tr>
<tr>
<td>Total for Regional Parks Audit and Transition Plan</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COUNTY PARKS (Ref # 4-8)</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Parks Audit</td>
<td></td>
</tr>
<tr>
<td>County Parks Transition Plan (including mapping)</td>
<td></td>
</tr>
<tr>
<td>Total for County Parks Audit and Transition Plan</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LOCAL PARKS (Ref # 9-13)</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Parks Audit</td>
<td></td>
</tr>
<tr>
<td>Local Parks Transition Plan (including mapping)</td>
<td></td>
</tr>
<tr>
<td>Total for Local Parks Audit and Transition Plan</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SPECIAL USE PARKS (Ref # 14-16)</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Use Parks Audit</td>
<td></td>
</tr>
<tr>
<td>Special Use Parks Transition Plan (including mapping)</td>
<td></td>
</tr>
<tr>
<td>Total for Special Use Parks Audit and Transition Plan</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TRAILS (Ref # 17)</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trails Audit</td>
<td></td>
</tr>
<tr>
<td>Trails Transition Plan (including mapping)</td>
<td></td>
</tr>
<tr>
<td>Total for Trails Audit and Transition Plan</td>
<td></td>
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<tr>
<td>TIMELINES</td>
<td></td>
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<tr>
<td>-----------</td>
<td></td>
</tr>
<tr>
<td>1. Questions must be submitted, in writing, to the contact listed above by 4:30 p.m. on <strong>March 22, 2017</strong>.</td>
<td></td>
</tr>
<tr>
<td>2. Proposals must be received by the Purchasing Department not later than 4:00 p.m., <strong>March 31, 2017</strong> to be considered.</td>
<td></td>
</tr>
<tr>
<td>3. Proposals will be evaluated and, if multiple proposers are deemed capable of meeting the requirements, interviews will be held with the top three proposers commencing on <strong>April 5, 2017</strong>.</td>
<td></td>
</tr>
<tr>
<td>4. The estimated date of notice of intention to negotiate a contract with the selected proposer is <strong>April 10, 2017</strong>.</td>
<td></td>
</tr>
<tr>
<td>5. The estimated date of contract execution is <strong>May 1, 2017</strong>.</td>
<td></td>
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</tbody>
</table>
ADDITIONAL REQUIREMENTS FOR SUBMITTAL

1. Name, local address, and phone number of the firm proposed for this contract.

2. The names and number of years the firm has been in business under current or previous names or additional assumed business names.

3. The name and resume of each individual assigned to this project and the individual assigned to backup the primary person in his/her absence and similar information concerning each individual to be provided by subcontract.

4. The name and title of the person authorized to execute a contract on behalf of the firm.

5. A statement outlining any exceptions to the County's requirements or clarifications to the requirements.

6. Any additional services or procedures of benefit to the County not specifically required herein, which the Contractor offers to provide.

7. Provide complete pricing.

8. References listing customers with similar systems or volume requirements.

9. The caption, cause number, Court, Counsel, and general summary of any litigation pending or judgment rendered within the past 3 years against the proposer.

10. Note the extent, if any, to which the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal, State or local funds; is currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any agency; has been suspended, debarred, voluntarily excluded or determined ineligible by any agency within the past 3 years; does have a proposed debarment pending; has been indicted, convicted or has a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or misconduct with the past 3 years.

11. In addition to any specific requirements requested in this proposal, the following documents must be completed and submitted with the proposal:

   A. Required Signature Page for Proposal
   B. Subcontractors Participation Form (Exhibit C)
   C. Certification of Nonsegregated Facilities and Non-collusion Affidavit and Debarment Affidavit (Exhibit C)
   D. Personnel Workforce Data Form (Exhibit C)
EVALUATION CRITERIA

Matters relating to qualification to meet the County's needs will receive highest priority in evaluation. Matters relating to the means of meeting those needs described in the proposal will be considered secondary. Actual prices will not be used to select successful offerors, but pricing methods and flexibility offered by a proposer for use in negotiation of a resulting contract may be considered in evaluation. After a proposal is selected, the County expects to negotiate the details of work to be performed based upon the proposal and the County's needs and appropriate pricing of selected tasks. If negotiations fail for any reason, including price, the County may choose to negotiate with others to obtain an appropriate contract for needed services.

Firms will be evaluated on the following criteria:
1. The ability of the firm to service this account based on the contemplated scope of work and volume of business.
2. The experience of the firm, length of time in business and other matters relating to relevant experience.
3. Experience of the individuals assigned to this account.
4. Appropriateness and flexibility of pricing arrangements.
5. References either submitted with the proposal or known to the County.
6. The firm’s approach to this work, including compliance with requirements, innovative offerings, services offered and other related matters.
7. Past performance with work provided to the County.
8. Other information as appropriate.
SPECIAL CONDITIONS OF THE AGREEMENT

1. County's Responsibilities
   A. The County shall furnish the Contractor a written program or scope of work for the Project. The County's standards for construction, if any, shall be considered a part of the project requirements.

   B. The County shall furnish required information, approvals, and services as expeditiously as necessary for the orderly progress of the work.

   C. The County shall prepare and award the construction contract(s) to the lowest responsive bidder whose bid is within the funds available.

   D. When deemed necessary by the County and the Contractor, the County shall furnish the services of a soils engineer or other related consultant. These services shall include reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, and other tests necessary for determining sub-soil, air and water conditions, with appropriate professional interpretations thereof.

   E. The County shall designate representatives authorized to act in the County's behalf. In this Agreement references to "County" shall include County's designated representative. The representatives shall review documents submitted by the Contractor, render decisions and advise the Contractor promptly in order to avoid unreasonable delay in the progress of the Contractor's work.

2. Basic Services of Contractor
   A. General:
      The County's standards for construction, if any, are for the guidance of the Contractor; however, no deviation from these standards shall be made without written consent of the County.

   B. Design Development Phase:
      i. The Contractor shall review with the County the various preliminary alternative studies for design and construction of the project, making recommendations regarding efficiency and effectiveness of the alternatives and key features of each alternative including advantages and disadvantages inherent in the various studies.

      ii. Based upon the mutually agreed upon solution, prepare design development documents consisting of plans, elevations, sections, and other preliminary drawings, and outline specifications, to establish and illustrate the size and character of the entire Project. The design development documents shall describe the materials, type of structure, mechanical and electrical systems, work required, and the equipment to be furnished under the construction contract. A proposed time schedule for the project through completion of construction shall also be provided by the Contractor.

      iii. The final design development drawings shall be prepared in a form and style suitable for presentation and on a medium suitable for reproduction.

      iv. A cost estimate and a detailed time schedule through the completion of construction, projected at time of bid, shall be prepared by the Contractor in a format approved by the County. The estimate shall provide sufficient detail to give reasonable assurance that costs will be within the Maximum Allowable Construction Cost (MACC). The MACC amount will be furnished by the County.

      v. The Contractor shall obtain the County's written approval of the design development phase before proceeding with the construction document phase.

3. Construction Document Phase
   A. The Contractor, in preparation of this phase of work, shall follow in every respect the scope and form of the Project as set forth in the approved design development phase except that changes may be made at the written request of, or with the written consent of the County. Changes requested by the County will be made subject to an agreement for extra services.
B. Based upon the approved design development documents, the Contractor shall prepare construction documents. These documents shall include construction drawings, specifications, and other documents setting forth in detail the scope of the Project. Such documents shall describe materials, workmanship, finishes, methods of construction, equipment, and the condition affecting the work. The construction documents shall be sufficiently detailed to provide guidance for all divisions of the construction project.

C. All original construction drawings shall be prepared on Mylar using standard drafting practices and shall be suitable for standard reproduction. Any other technique for drafting or reproduction requires approval from the County. All original construction documents shall become the property of the County.

D. The Contractor shall submit to the County four (4) sets of completed construction documents, i.e., construction drawings and project manuals, and two (2) copies of the structural, mechanical, electrical, and other calculations required for the project. The Contractor shall also provide a final estimate of probable construction costs, including all anticipated bid alternates, if any, and reflecting current market conditions, seasonal factors, etc., and a final project time schedule through the completion of construction, as projected at time of bid, for the County's review and approval. The Contractor's cost estimate shall include an itemization of proposed bid alternates, if any, and the estimated increase or decrease in the project cost for each alternate. Approval of the drawings, project manual, calculations, and other documents by the County shall not relieve the Contractor of any responsibility for their completeness and accuracy, or ability to be constructed within available construction funds.

E. The Contractor shall submit the necessary documents to, and shall obtain design review approval from, the governmental authorities having jurisdiction over the project, for the County.

F. If the County directs the Contractor to prepare drawings or specifications for change orders, reimbursement shall be made as follows:

   i. The Contractor's fee for preparation of change order drawings shall be negotiated by the County and the Contractor.

   ii. Payment will not be made to the Contractor for changes which are required as a result of errors by the Contractor.

G. Upon completion or termination of this Agreement, the Contractor shall deliver to the County all original drawings and project manuals, including addenda and change order documents, inspection reports, and Contractor-marked reproducible drawings showing as-built changes. If directed by the County, the Contractor shall revise the original drawings showing all changes in the work made during construction. If such request is made, the Contractor shall be compensated in accordance with the preceding paragraph.

H. Whenever the lowest responsive construction bid exceeds the MACC, the Contractor shall revise the documents when requested by the County in order to bring the construction cost within the MACC. Such document revisions shall follow the steps of the Design Development Phase and the Construction Document Phase, and shall be made at no additional expense to the County. The County in this event agrees to cooperate with the Contractor and permit reasonable and necessary reductions in the scope of the Project. If the Contractor is unable to bring the Project within the MACC, this Agreement shall be terminated.

4. Examination and Audit

   A. The County shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract.

   B. The Contractor agrees to include in any subcontracts under this contract a clause to the effect that the County shall, until 3 years after final payment under the subcontract have access to and the right to examine any of the Subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract.
C. The periods of access and examination in paragraphs (A) and (B) above for records relating to appeals under the Disputes clause of the General Conditions, litigation or settlement of claims arising from the performance of this contract, or costs and expenses of this contract to which the County has taken exception shall continue until such appeals, litigation, claims, or exceptions are disposed of.

D. Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price-predeterminable contract, or any combination of these, the Contractor shall maintain--and the County shall have the right to examine and audit--books, records, documents, and other evidence and accounting procedures and practices, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., data bases, applications software, data base management software, utilities, etc.), sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred in performing this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing this contract.

E. Cost or pricing data. If, pursuant to law, the Contractor has been required to submit cost or pricing data in connection with pricing this contract or any modifications to this contract, the County shall have the right to examine and audit all of the Contractor's books, records, documents, and other data regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., data bases, applications software, data base management software, utilities, etc.) including computations and projections, related to proposing, negotiation, pricing, or performing the contract or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used.

F. Reports. If the Contractor is required to furnish cost, funding, or performance reports, the County shall have the right to examine and audit books, records, other documents, and supporting materials, for the purpose of evaluating the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and the data reported.

G. Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraphs (D) and (E) above, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any longer period required by statute or other clauses of this contract. In addition:

i. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting termination settlement; and

ii. Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are disposed of.

iii. Except as otherwise provided, the Contractor may transfer computer data in machine readable form from one reliable computer medium to another. The Contractor's computer data retention and transfer procedures shall maintain the integrity, reliability, and security of the original data. The Contractor's choice of form or type of materials described in paragraphs (D), (E), and (F) of this clause affects neither the Contractor's obligations nor Pierce County's rights under this clause. The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (I), in all subcontracts over $10,000 under this contract, altering the clause only as necessary to identify properly the contracting parties under the Pierce County prime contract.

5. **Drawings and Other Data to Become Property of Pierce County**

   A. All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of Pierce County and may be used on any other design or construction without additional compensation to the Contractor. Pierce County shall be considered the "person for who the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the County. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.
B. This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

6. **Indemnity**
   If a claim, suit or action for injuries, death, or damages as provided for in paragraph 13 of the General Conditions of Personal Services Contracts of this contract is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee’s agents or employees and (b) the indemnitor or the indemnitor’s agents or employees, the indemnity provision provided for in said paragraph of this contract shall be valid and enforceable only to the extent of the indemnitor’s negligence.

**GENERAL TERMS AND CONDITIONS**

The following terms and conditions apply to all proposals to provide services to Pierce County:

1. Pierce County expressly reserves the following rights:
   a. To reject any and/or all irregularities in the proposals submitted.
   b. To reject any or all proposals or portions thereof.
   c. To base awards with due regard to quality of services, experience, compliance with specifications, and other such factors as may be necessary in the circumstances.
   d. To make the award to any vendor or combination of vendors whose proposal(s), in the opinion of the County, is in the best interest of the County.

2. All proposals must be sealed in an envelope or appropriate packaging and addressed as requested in the RFP. The name and address of the vendor must appear on the envelope. The outside must state the RFP title and number and the RFP due date and time.

3. The RFP must be signed with ink by an authorized individual of the company empowered to act in that capacity before a contract will be negotiated.

4. Any proposal or modification received after the hour and date specified may be returned unopened.

5. All documents, reports, proposals, submittals, working papers, or other materials prepared by the Contractor pursuant to this proposal shall become the sole and exclusive property of the County, and the public domain, and not the property of the Contractor. The Contractor shall not copyright, or cause to be copyrighted, any portion of said items submitted to the County because of this solicitation.

6. All of the items mentioned in paragraph 5 above submitted to Pierce County should be printed on recycled paper whenever practicable.
REQUIRED SIGNATURE PAGE FOR PROPOSAL

I, the undersigned, having carefully examined the Request for Proposals, propose to furnish services in accordance therewith as set forth in the attached proposal.

I further agree that this proposal will remain in effect for not less than sixty (60) calendar days from the date that proposals are due, and that this proposal may not be withdrawn or modified during that time.

Being first duly sworn, on my oath, I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

In order to induce the County to consider this proposal, the proposer irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce County, and proposer further promises that it will not in the future directly or indirectly induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce County.

________________________________________________________
Signature

________________________________________________________
Printed Name

________________________________________________________
Firm

Address: ________________________________________________

________________________________________________________
Email: ___________________________________________________

Phone Number: ____________________________________________

UBI Number: _____________________________________________

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE PROPOSAL.
Rev. 03/03/14
The Contractor shall, at the Contractor's own expense, maintain commercial general and professional liability insurance, with an insurance carrier licensed or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined below. The Contractor's professional liability insurance shall include errors and omissions insurance providing $2,000,000.00 in coverage with not greater than a $50,000.00 deductible for all liability which may be incurred during the life of this contract.

Coverage shall be provided under a comprehensive general and automobile liability form of insurance, such as is usual to the practice of the insurance industry, including, but not limited to all usual coverage referred to as:

Personal Injury--including coverage A, B and C

Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles.

Limits of liability shall equal or exceed:

<table>
<thead>
<tr>
<th>Coverages</th>
<th>Limits of Liability</th>
</tr>
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<tbody>
<tr>
<td>Commercial General Liability:</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury Liability and Property Damage</td>
<td>$2,000,000 each occurrence</td>
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<tr>
<td>Liability Insurance</td>
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<td></td>
<td>$4,000,000 aggregate</td>
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<tr>
<td>Commercial Automobile Liability:</td>
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<tr>
<td>Liability Insurance</td>
<td></td>
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<tr>
<td></td>
<td>OR combined single limit coverage of $2,000,000</td>
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</tbody>
</table>

Pierce County shall be named as an additional insured on all required policies and such insurance as is carried by the Contractor shall be primary over any insurance carried by Pierce County. The Contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution.

Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.

In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished Pierce County prior to the date of cancellation, change or nonrenewal, such notice to be sent to the Pierce County Risk Manager, 955 Tacoma Ave South, Suite 303, Tacoma, WA 98402.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
Substantially the following additional provisions will be incorporated into any negotiated contract resulting from this RFP:

1. **Scope of Contractor's Services:**
   The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Exhibit "A" during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. **Accounting and Payment for Contractor Services:**
   Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by Pierce County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for Pierce County, (hereinafter referred to as the "Contracting Officer"). the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

   Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B."

3. **Assignment and Subcontracting:**
   No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

4. **Labor Standards and Contract Assistance:**
   The Contractor shall comply with the provisions of Exhibit “C”, attached hereto, titled “Contract Compliance For Professional, Technical, Supply or Services”.

5. **Independent Contractor:**
   The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

   The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Pierce County employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

   Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

6. **No Guarantee of Employment:**
   The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
7. **Taxes:**

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor’s performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor’s failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor’s gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. **Regulations and Requirement:**

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Exhibit "D."

9. **Right to Review:**

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

10. **Modifications:**

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. **Termination for Default:**

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County’s option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.
12. **Termination for Public Convenience:**

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

13. **Defense & Indemnity Agreement:**

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the Contractor's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the County or its agents or employees, and (ii) the Contractor or the Contractor's agents or employees."

14. **Insurance Requirements**

The insurance coverages specified in this paragraph (14.) are required unless modified by Attachment A of this agreement. If insurance requirements are contained in Attachment A they take precedence.

The Contractor shall, at the Contractor's own expense, maintain, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined below, commercial automobile liability insurance, and either commercial general liability insurance, or, if any services required by the contract must be performed by persons authorized by the State of Washington, professional liability insurance:

- **Commercial Automobile Liability**
  Bodily Injury Liability and Property Damage Liability Insurance $1,000,000 each occurrence OR combined single limit coverage of $2,000,000, with not greater than a $1000.00 deductible.

- **Commercial General Liability**
  Bodily Injury Liability and Property Damage Liability Insurance $1,000,000 each occurrence OR combined single limit coverage of $2,000,000, with not greater than a $1000.00 deductible.

- **Professional Liability Insurance**
  Shall include errors and omissions insurance providing $1,000,000.00 coverage with not greater than a $5,000.00 deductible for all liability which may be incurred during the life of this contract.

Pierce County shall be named as an additional insured on all required policies except professional liability insurance, and such insurance as is carried by the Contractor shall be primary over any insurance carried by Pierce County. The Contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution, which shall be attached to the contract.
Such insurance policies or related certificates of insurance shall name the Pierce County as an additional insured on all general liability, automobile liability, employers’ liability, and excess policies. The Contractor may comply with these insurance requirements through a program of self insurance that meets or exceeds these minimum limits. The Contractor must provide Pierce County with adequate documentation of self insurance prior to performing any work related to this contract and treat the County as an insured under the indemnity agreement. Should the Contractor no longer benefit from a program of self-insurance, the Contractor agrees to promptly obtain insurance as provided above. A forty-five (45) Calendar Day written notice shall be given to prior to termination of or any material change to the policy(ies) as it relates to this Agreement.

Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.

In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished Pierce County prior to the date of cancellation, change or nonrenewal, such notice to be sent to the Pierce County Risk Manager, 955 Tacoma Ave South, Suite 303, Tacoma, WA 98402.

15. Industrial Insurance Waiver

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

16. Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

17. Withholding Payment:

In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and /or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.
18. **Future Non-Allocation of Funds:**
Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

19. **Contractor Commitments, Warranties and Representations:**
Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

20. **Patent/Copyright Infringement:**
Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

a. That Contractor shall be notified promptly in writing by County of any notice of such claim.

b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

21. **Disputes**

a. **General**
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

b. **Notice of Potential Claims**
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. **Detailed Claim**
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.
22. **Ownership of Items Produced**
   All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County.

23. **Confidentiality:**
   The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Pierce County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

24. **Notice:**
   Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the County Purchasing Agent, 615 S. 9th, Tacoma, WA 98405-4673. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

25. **Severability:**
   If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

26. **Waiver:**
   Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

27. **Waiver of Non Competition:**
   Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce County, and Contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce County.

28. **Survival:**
   The provisions of paragraphs 5, 7, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 25, and 26, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

29. **Entire Agreement:** This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
30. **Cooperative Purchasing.** The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing. The Contract maximum for this contract per annual term, or for any renewal period, is for Pierce County’s use only. Other agencies may use this contract up to their contract limits, if any, exclusive of and in addition to the County’s contract maximum. By ordering and providing service under terms of this contract to any other governmental agency or jurisdiction, the governmental agency and the Agency agree to indemnify, defend and hold harmless Pierce County and District Court from any and all obligations, claims, or expenses, including attorney’s fees, arising out of such action.
CONTRACT COMPLIANCE FOR PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICES

It is the policy of Pierce County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Pierce County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises.

Bidders are encouraged to utilize qualified, local businesses in Pierce County and Washington State where cost effectiveness is deemed competitive. In addition, Bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women’s Business Enterprises (MWBE).

A. MWBE DIRECTORY ASSISTANCE

A directory of MWBE firms is published quarterly by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE). Copies of the directory are available from the State OMWBE (360-753-9693) or may be viewed at the Public Works Department, 2702 S 42nd St Suite 201, Tacoma 98409, and the Tacoma Public Library, 1102 Tacoma Avenue South, Tacoma, 98402. Contact the Contract Compliance Office for additional information at (253) 798-7250.

B. EQUAL EMPLOYMENT OPPORTUNITY:

1. Upon execution of this contract, the Contractor shall comply with the Equal Employment Opportunity requirements set forth below. The Contractor shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination.

2. No person or firm employed by the Contractor shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (29 U.S.C. 621 et seq.), the Equal Pay Act (29 U.S.C. 206(d), the Rehabilitation Act (29 U.S.C. 791 et seq.), the Americans with Disabilities Act of 1990, or for participating in any stage of administrative or judicial proceedings under those statutes.

3. The Contractor shall take all reasonable steps to ensure that qualified applicants and employees shall have an equal opportunity to compete for advertised or in-house positions for employment. Applicants and employees shall be treated fairly without regard to race, color, religion, sex, age, disability, or national origin. Equitable treatment shall include, but not be limited to employment, upgrading or promotion, rates of pay increases or other forms of compensation, and selection for training or enrollment in apprenticeship programs.

C. CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor shall submit with its proposal a Certification of Nonsegregated Facilities. All requests to sublet or assign any portion of this contract, at any level, shall be accompanied by evidence of this certification in all subcontract agreements.

D. SUBMITTAL REQUIREMENTS

1. Certificate of non-segregated facilities: Contractor shall submit with proposal, each subcontractor shall submit when work is sublet.

2. Professional and Technical Workforce Data Form: Contractor is encouraged to submit with proposal, each Subcontractor is encouraged to submit the form when work is sublet.

3. Subcontractors Participation Form: Check the appropriate box indicating the firm who will perform the work of the contract. Submit the completed form with the proposal documents.
CERTIFICATION OF NONSEGREGATED FACILITIES

The contractor certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of contractor's establishments.

The contractor further certifies that none of the contractor's employees are permitted to perform their services at any location under the contractor's control during the life of this contract where segregated facilities are maintained. The contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

The contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to Contract Compliance Division.

NON-COLLUSION & DEBARMENT AFFIDAVIT

State of Washington, County of ________________________________

As an authorized representative of the firm of ________________________________, I do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

I further acknowledge that by signing the signature page of the proposal, I am deemed to have signed and have agreed to the provisions of this affidavit.

Note: Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

"A suspending or debarring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549..." (49CFR Part 29 Section 29.215)

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project.

BY: __________________________________________   DATE: __________________
TITLE: _________________________________________
Check appropriate statement below:

☐ Our firm will perform all contracted scope of work tasks.

☐ Our firm will subcontract a portion of the work tasks. The following firms were contacted and will be utilized in the performance of the work as indicated below.

List all potential subcontracting firms. Do not mark “N/A” unless the Bidder will perform all work or provide all supplies or services for this contract.

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<th>Firm Name/Address/Phone</th>
<th>Work Item(s) Solicited</th>
<th>Proposal Amount</th>
<th>Awarded? (yes/no)</th>
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</table>

1. List full name, address, and phone number of each firm listed to be utilized.
2. List specific work to be accomplished, supplies to be furnished and the amount proposed for each subcontract.
3. Contact the Pierce County Contract Compliance Officer at (253) 798-7250 if you have questions.

BY: ________________________________ DATE: ________________

TITLE: ______________________________ PHONE: ________________

Revised (6/99)
PERSONNEL WORKFORCE DATA FORM

FIRM NAME ____________________________________________________________

ADDRESS ____________________________________________________________

CITY, STATE, ZIP ______________________________________________________

PHONE ______________________________________________________________

PROJECT _____________________________________________________________

PROJECT # ____________________________________________________________

CONTRACT WORK HOURS (if applicable) ___________________________________

TYPE OF SERVICE PROVIDED ___________________________________________

CONTRACTORS AGGREGATE WORK FORCE – if you need additional space, photo copy this section and attach it to this form.

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<th>ASIAN</th>
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</tbody>
</table>

TOTALS


APPENDIX B

LOCATION MAPS
Pierce County Parks Facilities Map 4

Legend
- Urban Growth Areas
- Parks Properties for ADA Plan
- Cities

0 0.25 0.5 1 Miles

The map features are approximate and are intended to provide an indication of said features. Additional areas that have not been mapped may be present. This is not a survey. Orthophotos and other data may not align. The County assumes no liability for variations assumed by actual survey.

All data is expressly provided "AS IS" and "WITH ALL FAULTS." The County makes no warranty of fitness for particular purpose.
Chambers Creek Regional Park
Spanaway Park & Lake
Spanaway Golf Course
Sprinker Recreation Center

Legend
- 10' Contour Line
- 2' Contour Line
- Pierce County Parks

APPENDIX B
Ashford County Park
Lake Tapps Park

Legend
- 10' Contour Line
- 2' Contour Line
- Pierce County Parks

0 200 400 800 Feet
APPENDIX B

Lidford Playfield

Legend
- 10' Contour Line
- 2' Contour Line
- Pierce County Parks

0 50 100 200 Feet

Pierce County
Parks and Recreation