



Snohomish County

Purchasing Division

(425) 388-3344

purchasing@co.snohomish.wa.us

REQUEST FOR Qualifications

RFQ Number:

04-15DW

Advertised Date:

3/18/2015

**REQUEST FOR Qualifications (RFQ) TITLE:
Facilities Condition Assessment (FCA)**

DUE DATE: 4/3/2015

- not later than 3:00 p.m., Local Time

SEALED Proposals are hereby solicited and will only be received by:

Snohomish County Purchasing Division
Robert J. Drewel Building, 6th Floor
3000 Rockefeller Avenue, M/S 507
Everett, WA 98201
Office Hours: 8:00 a.m. – 4:30 p.m.
Monday - Friday

Pre-proposal Conference:

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

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:

Signature:

Authorized Representative / Title (Please Print Name and Title):

E-mail:

Phone:

Fax:

The following Information is optional:

Is your firm a:

Women Business Enterprise (WBE)?

Yes No

Minority Business Enterprise (MBE)?

Yes No

Disadvantaged Business Enterprise (DBE)?

Yes No

Do you have a certification number?

Yes No


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

Certification No.:

State or Entity Issued:

PROPOSAL LABEL

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

URGENT – SEALED PROPOSAL ENCLOSED	
Do Not Delay – Deliver Immediately	
U R G E N T	 Snohomish County Purchasing Division Robert J. Drewel Building, 6 th Floor M/S 507 3000 Rockefeller Avenue Everett, WA 98201
	RFQ No.: 04-15DW
	RFP Title: Facilities Condition Assessment
	Due Date:
	Proposer:
Address:	U R G E N T

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Attachment A Building Listing

**REQUEST FOR PROPOSALS
RFQ-04-15DW**

1. Schedule

Month/Day/Year	Event
3/18/2015	Public announcement of Request for Proposals
3/25/2015	Questions due, in writing, not later than 3:00 p.m. local time
4/3/2015	Proposals due, not later than 3:00 p.m. local time
4/6/2015	*Begin Evaluation of Proposals
4/13/2015	*Begin Negotiations
4/29/2015	*Execute Contract

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

Submit one (1) original and three (3) copies of the Statements of Qualifications (SOQ) and attachments. The original shall be marked ORIGINAL and shall be unbound (no binder or comb binding – binder clips and/or rubber bands may be used).

An exact duplicate of the original SOQ shall be submitted on compact disk(s) or USB Flash Drive in Adobe Acrobat™ format.

2. Vendor Registration Process

Prospective proposers must register to obtain Solicitation Packages directly from the Official Snohomish County website www.snohomishcountywa.gov/bids.aspx

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 responder’s Submittal Package to be rejected as non-responsive if the responder has submitted a Submittal Package without acknowledgment of issued addenda or if the responder fails to submit revised required documents.

3. Project Overview

Snohomish County is soliciting proposals to conduct a detailed and thorough facility condition assessment (FCA) and analysis of its facilities, grounds and miscellaneous structures on 37 county owned properties including review and update of an asset inventory, identification of current facility condition deficiencies, recommending corrections for all deficiencies, providing cost estimates for corrections and forecasting future capital renewal cost.

Snohomish County seeks to understand (1) the general condition of all buildings and major components; (2) the annual maintenance costs for each building; and (3) the timing and cost of future building component maintenance and replacement.

4. Project Objectives

- A. To review, update the existing inventory as well as add systems, equipment and infrastructure assets that is not included on existing inventory. Properties listed in Attachment A.
- B. To identify and calculate the costs for all projects, utilizing an agreed upon published construction and remodeling cost estimating data and format.
- C. To rank and prioritize all projects by priority and anticipated life cycle.
- D. To estimate the cost of and provide the list of required equipment and facilities maintenance for each building
- E. To enhance facility planning capabilities and compare conditions between County facilities by addressing the highest priority needs and future needs.
- F. Make recommendations where noted for improving facilities with the goal of 10 year capital asset budgeting, establishing a facility condition baseline for goal setting and progress tracking.
- G. To provide a long term tool capital asset tracking list for the County to use to modify and update data after the completion of the project.

5. Scope of Work

Provide detailed inspections and assessments of all facilities as specified herein by architectural and engineering professionals or other equivalent facility assessment professionals such as building surveyors to produce an accurate analysis that identifies visible and discernable (through non-destructive means) components and elements requiring maintenance or other planned action. The project team ideally would include a company office within the State of Washington and must include a professional cost estimator with similar work experience and local knowledge of cost rates in the greater Puget Sound Area.

The assessment will include 37 existing facilities at 16 sites that occupy an estimated 1,799,185square feet (Refer to Exhibit A Schedule of Facilities for a complete list of building names, approximate ages and gross square footage). All personnel who will be on-site must pass a Sheriff's background check.

The facility condition assessment will consist of the following phases:

- Phase I** Facility Assessment Planning
- Phase II** On-Site Facility Condition Assessment
- Phase III** Analysis of Facility Conditions Assessment Information
- Phase IV** Facility Condition Assessment Report Preparation
- Phase V** Preparation of Strategic Plan

- A. Phase I Facility Assessment Planning
Review current asset information and establish an access protocol and scheduling. The contractor will provide a project memorandum for review and approval by the County which briefly explains the purpose for the assessment, what is to be included in the assessment and a proposed schedule.
- B. Phase II On Site Facility Condition Assessment
Conduct a detailed on-site condition assessment will be conducted for each facility and infrastructure in the County's portfolio. The assessment should be structured and include all necessary information to assign an industry standard building system classification.

The on-site assessment will include entering accessible crawl spaces, and attic spaces. Crawl spaces and attic spaces which have suspected environmental hazards will not be entered without approval of the County.

The on-site assessment will be performed using both component-level and system-level inspection methods. The assessment team(s) will evaluate each asset to determine whether there is sufficient evidence to warrant complete replacement of the system, or if repairing only portions of the system is preferable or more cost effective.

Example: Assessment may indicate the need to replace all the windows in a facility, instead of repairing various windows throughout the facility; or that electrical capacity needs to be increased to meet the current and anticipated future needs at a facility.

The following minimum assessments will be accomplished:

1. Identify all maintenance, repair, and replacement requirements including recommendations for green or more efficient operations.
2. Recommend upgrades and improvements where applicable, considering efficiency and environmental improvements.
3. Assess real plant property such as buildings, structures, and utilities and their integral components/systems. (Copies of the building floor plans and maintenance history records where available will be made available to the contractor.)
4. Perform a thorough visual assessment of all architectural, civil/structural, mechanical, electrical, fire, plumbing, and sewer components/systems of each facility. The specific in depth work identified and recommended is not included in the initial scope of work, but may be added to the scope of work at additional cost agreeable to the County.
5. Identify and report all civil, structural, roofs, mechanical and electrical deficiencies and recommended upgrades and improvements.
6. Identify and immediately report to the County components or situations that are considered urgent (endangering life and/property).
7. The facility condition assessments will focus on the following property elements:
 - a. Substructure – foundations, basements, tunnels
 - b. Building envelope – exterior siding, curtain wall windows, exterior doors
 - c. Interior Construction - walls, doors, flooring, visible structural components, ceilings and ceiling systems
 - d. Interior Finishes: Flooring
 - e. Lighting
 - f. Health/Fire/Life Safety systems, emergency egress lighting
 - g. Disabled Accessibility - ADA requirements
 - h. Heating, Ventilation and Air Conditioning
 - i. Plumbing Systems
 - j. Building Electrical and Service Distribution
 - k. Site Electrical and Service Distribution
 - l. Fire Suppression

- m. Special Electrical Systems and Emergency Power
 - n. Roadways, parking lots, sidewalks, exterior lighting
 - o. Water (not irrigation), sanitary and storm sewers
 - p. Security Systems
 - q. HVAC Building Control Systems
8. Inventory and provide a spreadsheet of all maintainable equipment and systems within each building. The spreadsheet shall at a minimum provide the following information:
- a. Equipment Type
 - b. Location
 - c. Function and area served
 - d. Manufacturer
 - e. Model Number
 - f. Serial Number
 - g. Capacity if applicable
 - h. Estimated remaining life

Maintainable equipment includes but is not limited to the following types of items:

- a. Building and HVAC Controls
- b. Boilers
- c. Chillers
- d. Cooling Towers
- e. Ducts
- f. Lighting
- g. Package HVAC Units
- h. Major Exhaust Equipment
- i. Hot Water Heaters
- j. Air Handling Units and Controls
- k. Commercial Overhead Doors/Sliders
- l. Security Alarm Systems and Duress Equipment
- m. Compressors/Refrigeration
- n. Fire Alarms and Pumps
- o. Pumps
- p. Electrical Service Equipment

A. Phase III Analysis of Facility Condition Assessment

- 1. The contractor shall evaluate, analyze and provide projections for the following areas:
 - a. Deficiency costs summarized by building system across all facilities.
 - b. Deficiency costs summarized by Priority across all facilities.
 - c. Deficiency costs summarized by Category type across all facilities.
 - d. Calculation of the Facility Condition Index (FCI) for each facility.
 - e. Multi-year annual expenditure forecast for each facility.

2. The contractor shall develop a ten-year expenditure plan, which is a schedule of all capital expenditures and actions required to maintain and repair facilities, including projects developed during the analysis of facility condition information, unconstrained by available funding limitations.
3. The contractor's analysis will include the calculation of the facility condition index (FCI) for each building in the County's portfolio. An FCI will provide a simple measure of the relative condition of a facility. The FCI is the ratio of the deficiencies (regular and deferred maintenance, and repair and replacement cost) to the current replacement value.

$$FCI = \frac{\text{Deficiencies}}{\text{Current Replacement Value}}$$

4. The contractor shall utilize life cycle analysis for component renewal and propose to the County for approval the standards proposed to develop component renewal costs. Building components will be evaluated based on their individual life cycles, determined by an evaluation of the age. The renewal cost for the components will be computed and identified by renewal year. The contractor will report the life cycle costs at the component-level, and building-level, and will provide a grand total for the County's entire portfolio.

Deficiency Priorities

Each deficiency and project shall include the following decision-making classifications prioritizing each action according to its criticality and classification type:

Priority 1 Currently Critical

Conditions in this category require immediate action to:

- Correct a cited safety hazard
- Stop accelerated deterioration
- Return a facility or equipment to operation

Priority 2 Potentially Critical

○ Conditions in this category, if not corrected expeditiously, will become critical within a year. Situations within this category include:

- Intermittent operations
- Rapid deterioration
- Potential life safety hazards

Priority 3 Necessary - Not yet critical

Conditions in this category require appropriate attention to preclude deterioration or potential downtime and the associated damage or higher costs if deferred further.

Priority 4 Recommended

Conditions in this category include items that represent a sensible improvement to existing conditions. These are not required for the most basic function of the facility.

Priority 5 Appearance

Conditions in this category include finishes that have deteriorated and are required to maintain the required aesthetic standards.

Priority 6 Does Not Meet Current Codes/Standards - “Grandfathered”

Conditions in this category include items that do not conform to existing codes, but are “grandfathered” in their condition. No action is required at this time, but should substantial work be undertaken in contiguous areas, certain existing conditions may require correction to comply with current code standards.

Capital Requirements Classification Categories

Each deficiency identified in the field assessment shall be classified in the following manner:

Category 1 – Security

When a system requires replacement due to a security risk or requirement.

Category 2 - Scheduled Maintenance

Maintenance that is planned and performed on a routine basis to preserve the condition.

Category 3 - Deferred Maintenance

Maintenance that was not performed when it was scheduled or is past its useful life resulting in immediate repair or replacement.

Category 4 - Capital Renewal

Planned replacement of building systems that have reached the end of their useful life.

Category 5 - Energy & Sustainability

When the repair or replacement of equipment or systems are recommended to improve energy and sustainability performance.

B. Phase IV Facility Condition Assessment Report

Using the data collected during the on-site facility condition assessment and analysis phase, the contractor shall provide a separate comprehensive condition assessment report for each facility.

The reports shall contain the following minimum information:

- a. Capital requirement costs summarized by building system across all
- b. Capital requirement costs summarized by Priority across all facilities.
- c. Capital Requirement costs summarized by Category type across all facilities.
- d. Calculation of the Facility Condition Index (FCI) for each facility
- e. Multi-year annual expenditure forecast for each facility.

- f. A detailed description of building assets and equipment detailing the observed condition and deficiency cause providing recommendations to correct the deficiency
- g. A list of the information provided and collected for each asset, such as equipment type, manufacturer, model number, serial number, capacity and year installed.
- h. Digital photographs for each facility and each piece of equipment inventoried. Exterior photographs will be used for identification and documentation of structural problems, major deficiencies or special conditions. Interior photographs will be used to document critical or unusual conditions. Photographs will be used to explain and / or justify the prioritization of corrective actions.
- i. A schedule of annual forecast expenditures itemizing each deficiency against each asset classification of the total cost for the actions required to correct the deficiencies for each facility by building system.

C. Phase V Preparation and Presentation of Strategic Plan

The contractor shall present the assessment findings through reports, graphs and charts which provide a visual representation of the condition assessment data.

The material prepared shall be clear, detailed and sufficient to reflect the scope of the funding needs.

The contractor shall use the data collected to make four or five presentations, one to staff, one to County Facilities Management, one to the County Executive Team and one to the Snohomish County Council if required.

6. Contract Term

The contract term will be effective upon the date of contract execution and be completed no later than July 1, 2015 or until final acceptance of the work by the County's project manager or other designated individual, subject to the "Time of Performance" and the "Termination" provisions of the County's "Pro Forma" Contract described below. Contract prices shall remain firm fixed during the contract term.

7. Scheduling

The County intends to complete assessments of as many buildings as possible during the summer of 2015. It is understood however, that all of the buildings listed in Attachment A may not be completed within the timing and budget available.

8. Proposal (Submittal) Requirements

SOQ's shall include, at a minimum, the following:

- A. References/Experience:** Three client references for similar projects in size and scope successfully completed by the proposing firm or individual within the last five years. Briefly describe each project and for each reference provide up-to-date individual contact name with e-mail and phone number.

Describe qualifications and experience to perform the work described in the Scope of Work. Experience should include direct experience with the specific subject matter, noting state or local government and County experience if applicable. Include information and examples

which demonstrate successful and reliable past performance. Include a brief description of the Offeror's business history including mergers, acquisitions and re-organizations.

- B. Qualifications/Experience of Key Personnel:** Qualifications and experience of key personnel who will be assigned to this project. This includes personnel to perform the significant leadership, management or creative functions and who the County will have the most contact with during this project and any proposed subcontractors. (Identify each by their proposed role and include for each their name and up-to-date, pertinent resume).

If the project is to be accomplished through an affiliation or joint venture, the names and addresses of those firms must be furnished, including the roles and responsibilities for each. Additionally, for each affiliated firm or joint venture participant, the information regarding experience and qualifications described in (a) above, must be provided.

- C. Plan Approach and Timeline:** A descriptive narrative of your understanding and proposed approach to successfully perform the project, including a specific description or list of any exceptional, value-added features or capabilities beneficial to the County the proposal brings to the project.

Provide a proposed work plan which includes a detailed outline of the time commitment for each phase of the scope of work broken down by tasks, milestones and duration. Also indicate with your work plan the number of buildings in Attachment A which can reasonably be assessed during the summer of 2015.

Provide sample reports and deliverables of previous similar projects.

- D. Contract Terms:** Respondents shall review the County's proposed Contract, and all its attachments.

If there are exceptions taken to the terms and conditions in the County's proposed Contract and any of its attachments, the respondent shall indicate in their sealed proposal identifying the specific exception/s taken.

The project schedule is such that it requires a very efficient proposal review and negotiation period. It is very important that any possible roadblocks or issues the respondent has with the terms and conditions are identified.

9. Evaluation Criteria

A.	<u>References:</u> Quality/relevance of the firm's/individual's client references for similar projects (within the past three years).	30%
B.	<u>Qualification and Experience:</u> Qualifications and experience of key personnel to be assigned to perform the project.	30%
C.	<u>Plan Approach/Timeline:</u> Soundness of approach and timeline to perform the project. Include any value-added features or capabilities the proposal brings to this project.	30%
D.	<u>Proposed Contract Terms:</u> Evaluation of deviations to the County's proposed contract.	10%

10. Evaluation

The County will evaluate proposals using the criteria set forth in this RFQ and the percentages indicated in Section 9 above.

11. RFQ Questions

- A. Questions shall be submitted to the Snohomish County Purchasing Division, purchasing@snoco.org, not later than 3:00 pm, Wednesday, March 25, 2015.
- B. Questions must be in written form, preferably email or fax 425-388-3931. If necessary, an amendment to this RFQ will be issued by the County Purchasing Division as a result of the questions generated under this competitive solicitation.

12. “Pro Forma” Contract”

Included in this RFQ document is a “Pro Forma” Contract (Agreement for Professional Services) that will be used as the basis for preparing a final contract with the successful individual/firm compliant with applicable law and in the best interests of the County. Individuals/firms are advised to carefully read the “Pro Forma” Contract. The SOQ shall identify any additional contract provisions to be sought by the respondent and shall also identify “Pro Forma” Contract provisions the respondent considers unacceptable.

13. Insurance Requirements and Indemnification

See “Pro Forma Agreement”

14. County Non-Discrimination

By signing and submitting a response to this competitive solicitation, the vendor (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 Contractor 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 Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor 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 Contractor's obligations under other federal, state, or local laws against discrimination.

Attachment A		BUILDING REFERENCE	TAX PARCEL NUMBER	SITE ADDRESS	CITY	ST	ZIP CODE	M&S CONST. CODE	YEAR BUILT	# OF STORIES	SQ. FOOTAGE
Building Location											
1.	WALL JAIL	Jail Building	00439071402100	1918 Wall Street	Everett	WA	98201	B	1986	5AG/2LL	115,578
2.	OAKES JAIL	Jail Building	00439071400100 & 00439071401600	3025 Oakes Avenue	Everett	WA	98201	B	2005	10	260,000
3.	Administration Building - West	Administration Bldg.	00439071500100	3000 Rockefeller Avenue	Everett	WA	98201	A	1971	6	118,812
4.	Robert J. Drewel Building	Administration Building	00439071500100	3000 Rockefeller Avenue	Everett	WA	98201	A	2005	8	173,975
5.	Café	Café	00439071500100	3000 Rockefeller Avenue	Everett	WA	98201	D	2005	1	2,050
6.	Parking Garage	Garage	00439071500100	3000 Rockefeller Avenue	Everett	WA	98201	B	2003	6.5	383,450
7.	Carnegie Building	Carnegie Bldg.	00439071400100	3001 Oakes Avenue	Everett	WA	98201	C	1905	2	8,802
8.	Mission Building	Mission Building	00439171600000	3000 Rockefeller Avenue	Everett	WA	98201	B	1910	2	49,107
9.	Courthouse Building	Courthouse Building	00439171600000	3000 Rockefeller Avenue	Everett	WA	98201	A	1967	5	116,121
10.	Cascade Court	Cascade Court	00461803300101	415 East Burke Street	Arlington	WA	98223	C	1978	1	6,194
11.	Evergreen Court	Evergreen Court	28063500400300	14414 179th Avenue SE	Monroe	WA	98272	C	1978	1	6,194
12.	South Court	South Court	27042000303000	20520 68th Avenue West	Lynnwood	WA	98036	C	1970	1	15,100
13.	Denney Juvenile Justice Center	Denney Juvenile Justice Center	29051700102000	2801 10th Street	Everett	WA	98201	C	1997	2	121,771
14.	Multi-Service Center Building	Multi-Service Center Building	29051700102000	2731 10th Street	Everett	WA	98201	C	1966	2	21,285
15.	Records Storage Building	Records Storage Bldg.	00437167300200	1000 California Street	Everett	WA	98201	B	2003	3	39,234
16.	Flammable Storage Building	Storage Bldg.	00437167300200	2815 Federal Ave	Everett	WA	98201		2003	1	264
17.	Green House	Compass Health	29051700102000	2735 10th ST	Everett	WA	98201		1987	1	6072
18.	Evaluation Treatment Bldg.	Compass Health	280422002005bldg	10710 Mukilteo Speedway	Mukilteo	WA	98275	D	1992	2	8,567
19.	East Precinct @Evergreen Fairgrounds	Marine Unit - Administration	28063500400100	14000 179th Ave. S.E.	Monroe	WA	98272	D	1992	1	1,952
20.	Chip Payne Training Center	Gun Range and Training Facility - Bldg. H	28053600200700	8915 Cathcart Way	Snohomish	WA	98296	B	2008	1	11,140
21.	Natural Resources	Old Marysville City Hall	30052800101100	4822 Grove Street	Marysville	WA	98270		1977	1	8,346
22.	Medical Examiner Building	Medical Examiner Bldg.	280415004001bldg	9509 29th Avenue West	Everett	WA	98204	A	1998	1	14,057
23.	Emergency Operations Center	Emergency Operations Center	28041200305600	720 80th Street SW Bldg. B	Everett	WA	98203	C	1974	1	15,040
24.	McCollum Park	Administration Bldg.	28053000302100	600 128th Street SE	Everett	WA	98208	S	1980	1	4,552
25.	McCollum Park	Classroom Bldg.; former main shop	28053100200200	600 128th Street SE	Everett	WA	98208	S	1980	1	7,500
26.	Cathcart Operations Center - Road Maintenance	Administration Building (Bldg. A)	28053600200700	8915 Cathcart Way	Snohomish	WA	98296		2008	2	27,587
27.	Cathcart Operations Center - Road Maintenance	Heated Shop Building - Bldg. C	28053600200700	8915 Cathcart Way	Snohomish	WA	98296		2008	1	31,618
28.	Cathcart Operations Center - Road Maintenance	Wash Facility - Bldg. D	28053600200700	8915 Cathcart Way	Snohomish	WA	98296		2008	1	48,096
29.	Cathcart Operations Center - Road Maintenance	Fuel Facility (Bldg. E)	28053600200700		Snohomish	WA	98296		2008	1	38,064
30.	Cathcart Operations Center - Road Maintenance	Covered Vehicle Storage - Bldg. F	28053600200700		Snohomish	WA	98296		2008	1	11,627

31. Cathcart Operations Center - Road Maintenance	V-Box Building - Bldg G	28053600200700	21204 61st Place West	Snohomish	WA	98296		2008	1	4,267
32. Sand Hill Pit	Crew Quarters & Garage,	30070300100300	25505 Mt. Loop Hwy	Granite Falls	WA	98252	S	2001	1	7,830
33. Sand Hill Pit	Fire suppression bldg & water tank	30070300100300	25505 Mt. Loop Hwy	Granite Falls	WA	98252		2001	1	100
34. Public Works Arlington Shop	Modular	31051500101500	19700 67th Avenue NE	Arlington	WA	98223	D	2000	1	6,772
35. ER&R GARAGE - EVERETT	ER&R Building	00437381701700	3402 McDougall Avenue	Everett	WA	98201	S	1951 Re-modeled in 1998	1	33,206
36. ER&R GARAGE - ARLINGTON	ER&R Shop	31051500101500	19700 67th Avenue NE	Arlington	WA	98223	D	1973 Re-modeled in 2004	2	17,179
37. ER&R GARAGE - CATHCART	Fleet Building - Bldg. B (ER&R Shop)	28053600200700	8915 Cathcart Way	Snohomish	WA	98296		2008	1	52,800
Total										1,799,185

PRO FORMA CONTRACT

CONSULTANT: _____

CONTACT PERSON: _____

ADDRESS: _____

FEDERAL TAX ID NUMBER/U.B.I. NUMBER: _____

TELEPHONE/FAX NUMBER: _____

COUNTY DEPT: _____

DEPT. CONTACT PERSON: _____

TELEPHONE/FAX NUMBER: _____

PROJECT: _____

AMOUNT: _____

FUND SOURCE: _____

CONTRACT DURATION: _____ through _____

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 "Contractor"). 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 _____. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFQ No. 04-15DW.

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 Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor 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 _____ (the "Effective Date") and shall terminate on _____. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than _____, PROVIDED, HOWEVER, that the County's obligations after December 31, _____ are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law].

3. Compensation.

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

Invoices. The Contractor 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. 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 Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor 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 Contractor needs to provide contact information (name, phone number and email address). The Contractor 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 contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor 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 Contractor 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 Contractor 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

c. Invoices. The Contractor 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 Contractor 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 Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor 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 Contractor needs to provide contact information (name, phone number and email address). The Contractor 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.

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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 Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor 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 Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in 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 Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control

the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor 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 Contractor personnel when required by law.

Because it is an independent contractor, the Contractor 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 Contractor 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 Contractor 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 Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor 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 Contractor or the Contractor's subcontractors 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 Contractor 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 Contractor 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: _____
Telephone: (425) 388-_____
Email: <_____@snoco.org>

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor 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 Contractor 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 Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor 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 Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor 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 Contractor's conduct.

9. Subcontracting and Assignment. The Contractor 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 Contractor to subcontract, assign, or delegate any portion of the Contractor'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 Contractor 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 Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor 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 Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

a. Professional Liability.

The Contractor 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 Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor 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 Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees and subcontractors. For the purpose of this section, the County and the Contractor 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 Contractor 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 Contractor. In addition, the Contractor 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 Contractor or its subcontractors, and the Contractor, 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 Contractor.

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 Contractor 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 Contractor, 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 Contractor 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 Contractor under this Agreement. The Contractor 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 Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor 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 Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 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

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 Contractor 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 Contractor'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 Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(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 Contractor 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. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor 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 Contractor 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 Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, 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 Contractor, 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 Contractor 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.

The County or the Contractor 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 Contractor 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 Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor 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 Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor 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 Contractor 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 Contractor 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 Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor 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 Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor 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 Contractor was selected through the County's RFP or RFQ identified in Section 1. The RFP or RFQ and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP or RFQ, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP or RFQ and the Contractor's response, the RFP or 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 Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

Schedule A
Scope of Services

Schedule B
Compensation