



Thurston County, Washington
Public Works Department
9605 Tilley Rd S., Suite C
Olympia, Washington 98512

REQUEST FOR QUALIFICATIONS (RFQ) 034-2023-WR-R002
BOSTON HARBOR & TAMOSHAN WATER AND SEWER SYSTEM
IMPROVEMENTS DESIGN, CP #A053A&B, #A511A&B

Solicitation Documents

RFQ Issuance Date: June 22, 2023

All solicitation documents, including any addenda, are published on the Thurston County website at: <https://www.thurstoncountywa.gov/tchome/Pages/rfprfq.aspx>

Statement of Qualifications (SOQ) Due Date

SOQs are due by 3:00 p.m. PT on July 13, 2023

SOQ Acceptance Location

SOQs may be received by mail or electronic as follows:

Thurston County Public Works
9605 Tilley Road S, Suite C
Olympia, Washington 98512
Office Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday
Phone: 360-867-2300
Attn: Dawn Ashton
Email: dawn.ashton@co.thurston.wa.us

Pre-submission Conference

There will be no pre-submittal conference or site visit.

General information about Thurston County Public Works can be found on the County's website at www.co.thurston.wa.us/publicworks

Thurston County reserves the right to reject any and all SOQs, cancel this solicitation, and to waive any informalities or irregularities in procedure.

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ACRONYMS AND ABBREVIATIONS

AC	Asbestos Cement
ARPA	American Rescue Plan Act
County	Thurston County, Washington, Department of Public Works, Water Resources Division
DBE	Disadvantaged Business Enterprise
I/I	Infiltration and Inflow
NTE	Not-to-Exceed
PSI	Pre-submittal Inquiry
PT	Pacific Time
PPS	Past Performance Survey
PVC	Polyvinyl Chloride
RCW	Revised Code of Washington
RFQ	Request for Qualifications
RFP	Request for Proposal
SLFRF	State and Local Fiscal Recovery Funds
SOQ	Statement of Qualifications (proposal submission)
STEP	Septic Tank Effluent Pump
WAC	Washington Administrative Code

RFQ NO. 034-2023-WR-R002

**BOSTON HARBOR & TAMOSHAN WATER AND SEWER SYSTEM
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SECTION 1 – INTRODUCTION/PURPOSE

1.1 INTRODUCTION

Thurston County, Washington, Department of Public Works, Water Resources Division (hereafter “County”) is requesting Statements of Qualifications (SOQ) from qualified consultants interested in providing engineering consulting services for water and sewer system improvements in the County’s Boston Harbor and Tamoshan service areas.

1.2 PURPOSE

The purpose of this project is to produce design documents for permitting and bidding on construction projects for:

- A. Replacement of approximately 6,000 feet of the Boston Harbor water distribution system based on age and size of the infrastructure.
- B. Replacement or rehabilitation of septic tank effluent pump (STEP) tanks at Boston Harbor to address infiltration and inflow (I/I).
- C. Replacement of a portion of the Tamoshan water distribution system which is nearing the end of its useful life.
- D. Replacement or rehabilitation of a portion of the Tamoshan sewer collection system to address I/I.

1.3 PROCUREMENT NOTIFICATION:

This project is a formal competitive procurement and will be advertised in ‘The Olympian’ and ‘Seattle Journal of Commerce’ and is open to all qualified consultants. All solicitation documents, including addenda, are published on the Thurston County website at <https://www.thurstoncountywa.gov/tchome/Pages/RFQrfq.aspx>.

1.4 MINIMUM QUALIFICATIONS:

The following are the minimum qualifications and licensing requirements that consultants must meet in order to submit a response to this RFQ. Submittals must clearly show compliance to these minimum qualifications. Submittals that are not clearly responsive to these minimum qualifications shall be rejected by the County without further consideration.

The Consultant:

- A. Shall have been in business for a minimum of five (5) years from the date of issuance of this RFQ.
- B. Must be licensed to do business in the State of Washington and the engineer responsible

for stamping documents must be professionally registered in the State of Washington.

C. Must have and maintain the minimum levels of Insurance Coverage specified in the sample Architectural/Engineering Consulting Services Contract at Attachment 3.

SECTION 2 – OVERVIEW OF SERVICES REQUESTED

2.1 DESCRIPTION

The scope of services is to prepare bid ready documents for the improvement/replacement of portions of the water and sewer systems at Boston Harbor and Tamoshan. Design documents will be developed based on the assessment work conducted by KPFF, Inc. and County staff. The consultant will prepare civil engineering sets of documents at 50%, 90% and 100%.

2.2 BACKGROUND INFORMATION

Thurston County Public Works owns and operates the Tamoshan and Boston Harbor water and sewer systems.

The Tamoshan water system serves approximately 94 customers and consists of mostly polyvinyl chloride (PVC) and some asbestos cement (AC) distribution main. The Tamoshan sewer system serves approximately 115 sewer customers, including customers in the neighboring Beverly Beach community. The sewer collection system consists of gravity sewer and two lift stations with associated force mains. Much of the Tamoshan water and sewer system needs rehabilitation to address I/I and system deterioration.

The Boston Harbor water system serves approximately 278 connections and consists of PVC distribution main. A portion of the system was installed in 1989; however, there are portions of the system that predate this installation and/or are smaller diameter. Many of these portions of the system are prone to leakage and in need of replacement. The Boston Harbor sewer collection system consists of individual STEP tanks that discharge to a pressurized collection system. The collection system receives considerable I/I resulting from poorly sealed STEP tanks and improper connections to STEP tanks.

2.3 STATEMENT OF WORK

See Attachment 1 Statement of Work which provides the scope of services to be provided.

2.4 PERIOD OF PERFORMANCE/BUDGET

The County anticipates the Contract will be for a duration of 9 months. Time is of the essence for this project and Design must be completed no later than June, 2024. The maximum design budget is \$500,000.00. The estimated construction budget is \$3,200,000 for Boston Harbor water and sewer system improvements and \$2,500,000 for Tamoshan water and sewer system improvements. Both the engineering and construction projects will be federally funded with Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA).

2.5 COMPENSATION

A. The County intends to negotiate a not-to-exceed (NTE) amount for engineering services with the highest qualified Proposer selected pursuant to RCW 39.80.

B. Payment to Consultant will be based on a labor hour basis in accordance with the negotiated rate schedule. Negotiated rates will be fully burdened and will remain in effect for the Contract term.

C. The negotiated rate schedule will be incorporated into the executed Architectural/Engineering Consulting Services Contract.

SECTION 3 – ACQUISITION TIMELINE AND GENERAL REQUIREMENTS

3.1 PROCUREMENT SCHEDULE

Following is the procurement schedule for this solicitation. The dates shown below are estimated, are provided for information only, and are subject to change at the sole discretion of the County.

Table 1: Solicitation and Anticipated Award Schedule

ACTIVITY	EST. DATE
Issue RFQ	6/22/2023
Pre-Submittal Inquiries Due	7/07/2023
SOQ Due	7/13/2023
SOQ Evaluations and Short-list of Proposers	7/20/2023
Complete Interviews	7/27/2023
Select Highest Rated Proposer	7/30/2023
RFP/Negotiations Completed	8/03/2023
Contract Award	9/05/2023

3.2 PRE-SUBMITTAL CONFERENCE/SITE VISIT

No pre-submittal conference or site visit will be held.

3.3 PRE-SUBMITTAL INQUIRIES AND ADDENDUM

It is the responsibility of each Proposer to examine the entire RFQ and, as necessary, seek clarification (pre-submittal inquiries or PSIs). This RFQ may only be modified by a written addendum issued by the County. Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the RFQ.

All PSIs regarding this RFQ shall be directed in writing (mail or e-mail) to Thurston County Public Works, to the attention of:

Dawn Ashton, Procurement/Contract Specialist
Thurston County Public Works
9605 Tilley Road S, Suite C
Olympia, WA 98512

Dawn.Ashton@co.thurston.wa.us

All PSIs must clearly identify the name of the inquiring company or person and the RFQ number, title, and section/page number. The deadline for receipt of PSIs from Proposer is 3:00 p.m. (PT) on July 7, 2023.

No communication regarding this RFQ should be directed to any other County official or employee. All PSIs will be responded to in the form of a written addenda.

3.4 EXPENSES INCURRED

The County will not be responsible for any costs associated with participation in this RFQ to include, but not limited to, preparation, submission, presentation/interviews, negotiation process; and Contract execution. All expenses related to the SOQ/proposal submission process are entirely the sole responsibility of the Proposer.

3.5 ETHICS AND CONFLICT OF INTEREST STATEMENT

Proposers shall not directly or indirectly offer anything of value, including promotional items, to any County employee or official involved in this solicitation and subsequent procurement process. In addition, a Proposer shall not have any business interest or a close family or domestic relationship with any County employee or official who is, or will be, involved in this solicitation process and subsequent Contract award, including but not limited to: receiving or evaluating submittals; selecting or negotiating with Proposers; or drafting, signing, or administering the Contract(s).

3.6 MODIFICATION/WITHDRAWAL OF PROPOSALS

Written requests to modify or withdraw a SOQ submittal received by the County prior to the scheduled time of closing (i.e., 3:00 p.m. PT on the SOQ Due Date) will be accepted and will be corrected after opening. No oral requests will be allowed. Requests to modify or withdraw a SOQ must be addressed and labeled in the same manner as the SOQ and marked as a MODIFICATION or WITHDRAWAL of the SOQ. Requests to modify a SOQ after the due date and time will not be allowed. Requests for withdrawal after the time of closing will be allowed at the County's sole discretion.

3.7 CANCELLATION

This RFQ may be cancelled at any time and all SOQs may be rejected in whole or in part if the County determined such action to be in the best interest of Thurston County.

3.8 REJECTION

The County retains the right to reject any or all submissions for good cause and in particular, to reject a submittal not accompanied by any data required by the RFQ or a submittal in any way that is materially incomplete or irregular.

3.9 ONLY ONE RESPONSE RECEIVED

In the event only a single responsive SOQ is received, the County reserves the right to conduct an analysis of all evaluation criteria submitted in such SOQ. The sole Proposer shall provide such information, data, and other documentation as deemed necessary for analysis. The County

reserves the right to reject the submission.

3.10 NO RESPONSE RECEIVED

In the event no responsive SOQ is received by the due date and time, the County reserves the right to publish, in the same place and manner of the Original RFQ, an extension of the due date for receipt of SOQs.

3.11 NO OBLIGATION

This solicitation in no manner obligates Thurston County or any of its departments to use any proposed professional services until a valid written Contract is awarded and approved by the appropriate authorities.

3.12 NONDISCRIMINATION

Thurston County hereby notifies all proposers that it will affirmatively ensure that all will be afforded full opportunity to submit a SOQ/proposal in response to this solicitation and will not be discriminated against because of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this policy shall be consistent with RCW 49.60.400.

3.13 PUBLIC DISCLOSURE OF SUBMITTALS

Submittals received by the County in response to this RFQ become public records that are subject to Chapter 42.56 Revised Code of Washington (RCW) of the Public Records Act. The Proposer should clearly identify in its submittal any specific information that it claims to be confidential or proprietary. After the highest scoring Proposer is announced and contract negotiations have commenced, the submittals will be available for inspection and copying by the public via public records request. If the County receives a Public Records Act request to view the information marked confidential or proprietary following an award, the County's sole obligation shall be to notify the Proposer (1) of the request and (2) of the date upon which such information will be released to the requester unless the Proposer obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Proposer fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the specified date.

SECTION 4 – PREPARATION AND SUBMISSION INSTRUCTIONS

4.1 STATEMENT OF QUALIFICATIONS DUE DATE AND TIME

SOQs prepared in accordance with the RFQ will be received by the County at the address below, until 3:00 p.m., PT on the SOQ Due Date. Sealed SOQs must be delivered via certified mail, express delivery, or courier to the address below or may be sent electronically via email to Dawn Ashton at dawn.ashton@co.thurston.wa.us. Submissions sent by fax will not be accepted. Late SOQs will not be considered for selection and will be returned to the Proposer unopened. The County is not responsible for late or misdirected delivery of submissions. Note: for electronic submissions, the complete SOQ must be received in the recipient's email in-box before the closing date and time.

A. Hard Copy: A Proposer must submit in a sealed package one (1) original and one (1) electronic

copy of the SOQ and Attachments. Proposer shall submit its SOQ, an exact duplicate of the original SOQ on USB Flash Drive in Adobe Acrobat™ format Version 7.0 or higher. If multiple flash drives are used, Proposer shall label the content on each disk/drive. Each package shall be clearly marked on the outside with the following label:

REQUEST FOR QUALIFICATIONS NO. 034-2023-WR-R002
BOSTON HARBOR & TAMOSHAN WATER AND SEWER SYSTEM IMPROVEMENTS DESIGN
CP #A053A&B, CP #A511A&B
RFQ Opening Date & Time

Proposer's name and address shall be on the outside of the envelope or container. Deliver responses to:

Thurston County Public Works
9605 Tilley Road S, Suite C
Olympia, Washington 98512
ATTN: Dawn Ashton, Procurement/Contract Specialist

B. Electronic: Proposer must send SOQ to dawn.ashton@co.thurston.wa.us via email. Subject block of the email should read: RFQ No. 034-2023-WR-R002 – Boston Harbor & Tamoshan Water and Sewer System Improvements Design, CP #A053A&B, CP #A511A&B – due date and time. If the submittal attachment is too large for a single email, clearly indicate multiple emails are being sent and use the same subject line with the number of the email.

4.2 SUBMITTAL FORMAT – GENERAL

A. The use of covers or binders shall be limited, and if used, shall be recyclable, made from recycled materials, and/or easily removable to allow for copying or recycling of pages. Plastic covers or dividers shall be avoided.

B. The use of at least thirty percent (30%) recycled content paper is encouraged.

C. All pages of the SOQ submittal shall be numbered sequentially, and any side of paper with printed text or content shall be considered a page. Pages shall be double-sided whenever practicable.

D. Unnecessary attachments or documents not specifically asked for in this solicitation should be avoided. Elaborate or expensive artwork, paper, bindings, and visual and other presentations beyond those sufficient to present a complete and effective response to this solicitation are neither necessary nor desired.

E. Format: Page Size will be 8-1/2" X 11" with at least ½ margins all around. Typeface should be Times New Roman 12. Narratives shall be single spaced. All text shall be legible and easily read. Propriety statements, security markings, and page numbers should fall within the defined margin area.

F. SOQ submissions shall be assembled in accordance with the format specified below. Failure on the part of the Proposer to clearly and completely provide all the content and information requested below may result in the County's rejection of the submittal as nonresponsive. However,

the County reserves the right to waive minor informalities and irregularities in the format of a SOQ submittal at its sole discretion.

G. Proposers shall adhere to the maximum page counts for the contents indicated below. Note that one (1) side of a piece of paper with printing of any kind shall be counted as one (1) page; one (1) piece of paper with printing on both sides shall be counted as two (2) pages. Any and all pages that exceed the maximum page count for a given section will be removed from that section and not considered. SOQ submittal covers, table of contents, tabs, forms, and any attachments that are required contents are not limited as to the number of pages but must not be excessive and must be directly related to the specific content requested.

4.3 SUBMITTAL CONTENTS

THE REQUIRED SOQ CONTENTS AND ORDER OF THE CONTENTS FOR THE SOQ SHALL BE AS FOLLOWS:

Outside Covers

The front cover shall be of plain white stock with text and graphics limited to: the RFQ number; RFQ name/title; SOQ date; Proposer's name and business address, email address, telephone number, web address, and contact person's name. The back cover shall be of white cover stock and entirely blank.

Submittal Form

Include one (1) fully executed copy of the **Submittal Form** that is provided in Attachment 2 – Submittal Forms of this solicitation. The executed original of the Submittal Form shall have an original longhand signature in blue ink and shall be included in the hard-copy proposal that is marked "Original." Failure to include a fully completed Submittal Form using the form provided in this solicitation may be cause for rejection of the entire Proposal. The Submittal Form must be signed by a person authorized to legally bind the Proposer.

TABBED SECTION #1: Minimum Qualifications Summary

Provide a single page that clearly lists each of the Minimum Qualifications in Section 1.4 of this solicitation and provide a statement as to how the Proposer meets each requirement. The County's determination as to whether a Proposer meets the Minimum Qualifications shall be made from this page.

TABBED SECTION #2: Summary of Consultant's Qualifications and Experience

Include the following information in this section, which shall not exceed six (6) pages.

A. General Information

Provide a narrative with general information about the company, including:

- A description and history of the company including general expertise and experience.
- Office location that will provide the services for the project and the number and types of employees.

- Describe familiarity with Washington State and County standards.
- Describe knowledge of Federal requirements for grant programs.
- A list of the company's litigation history and any pending litigation or binding arbitration with a client as it relates to errors and omissions.
- A statement describing what makes your company uniquely qualified for this project and any additional information the Proposer feels is relevant to the general qualifications of the proposal.
- Confirm company's ability to meet the schedule and stay within the budget.

TABBED SECTION #3: Recent Relevant Experience/Past Performance

Include the following information in this section, which shall not exceed three (3) pages per reference for a total of nine (9) pages.

Information to be submitted on the Attachment 4 - Relevant Experience/Past Performance Survey Form.

A. COMPANY EXPERIENCE: Submit three (3) recent, relevant projects by completing Attachment 4, Page 1, limited to 2 pages.

Recent is defined as projects that are on-going or have been completed within the last six (6) years of the date of issuance of this RFQ that have been executed by the Proposer and its team members as a prime consultant or subconsultant.

Relevant is defined as design/engineering projects of similar size, scope, and complexity to the services in this solicitation.

B. COMPANY PAST PERFORMANCE: Proposer will submit a completed Past Performance Survey (PPS) on each of the three (3) service projects submitted under paragraph A above. Proposer shall have the project owner/reference complete Attachment 4, Page 2 of the form using the adjectival rating prescribed in Attachment 4, Page 3. Proposers should ensure correct phone numbers and email addresses are provided for the client point of contact. If the Proposer is unable to obtain a completed PPS from a client prior to the proposal due date, submit the PPS with the proposal indicating attempts to obtain the information. Thurston County reserves the right to contact other references.

NOTE: If a reference prefers to submit the Past Performance Survey directly to Thurston County, it may be sent via email to dawn.ashton@co.thurston.wa.us. The Subject line of the email shall include the RFQ #, Project Title and the Company Name of Proposer being evaluated.

TABBED SECTION #4: ORGANIZATIONAL STRUCTURE AND KEY PERSONNEL

Include the following information in this section, which shall not exceed two pages for the Organizational Chart and two (2) pages per Resume.

A. ORGANIZATIONAL CHART: Provide an organizational chart showing proposed staff, company affiliation, reporting relationships, and key responsibilities. Identify specific individuals for key functions and show interrelationships and reporting hierarchy.

B. KEY PERSONNEL: Submit resumes of key personnel that will be assigned to the team. Information requirements for the resume are provided on Attachment 5 – Key Personnel Resume Format. The resumes must clearly present the separate credentials of each proposed team member and must provide a concise summary of each individual's separate duties and responsibilities as proposed for the Contract. Resumes are to include educational qualifications, professional certifications/licenses, years of experience, and at least 3 examples of similar service projects.

At a minimum the following individuals are considered Key Personnel:

- Principal In Charge
- Project Manager
- Project Engineer

SECTION 5 - EVALUATION AND SELECTION

This Section describes the method the County will use to evaluate SOQs received in response to this solicitation.

5.1 INITIAL SCREENING OF PROPOSALS

All SOQ submittals will be initially screened for responsiveness and the minimum qualifications outlined in this solicitation. Those SOQ submittals that do not clearly meet the minimum qualifications may be considered nonresponsive and may not be further evaluated.

5.2 EVALUATION CRITERIA

The County will evaluate and score the SOQs based on the following criteria:

EVALUATION CRITERIA	POINTS
Consultant Minimum Qualifications identified in para 1.4 have been met	Go/No Go

Consultant Qualifications and Experience Proposer has the general expertise and experience that meet the needs of the County. Proposer has the appropriate resources and capacity for providing services. Proposer is familiar with Washington State and County standards. Proposer has knowledge of Federal grants programs. Proposer's litigation history risk is low. Proposer has specialized experience or unique qualifications for the performance of the engineering services. Proposer is able to meet the schedule and budget limitations.	35
Recent Relevant Experience/Past Performance Proposer demonstrated recent, relevant experience for similar services with other clients. Proposer received positive evaluations on performance in terms of Quality, Schedule, Cost/Budget, Management/Business Relations, Regulatory and Overall Customer Satisfaction from References.	20
Organizational Structure and Key Personnel Organizational Chart is realistic and has the appropriate level of control. Proposed team has the requisite credentials, education, and experience.	15
TOTAL	70
Interview	30
TOTAL	100

5.3 EVALUATION/SELECTON PROCESS

The County will evaluate and rank the SOQs according to the evaluation criteria in Section 5.2 and will short-list the three highest rated companies who will be scheduled for Interviews. Proposer should plan to have the identified key personnel assigned to the project team make the presentation. Selected Proposers may be asked to provide supplemental or additional information for review by the evaluation committee prior to the interviews. The interviews may be conducted electronically. The County will score the companies interviewed and conduct a final evaluation and ranking of the short-listed Proposers based on the criteria listed in Section 5.2 and Interviews. The County will select the highest-ranked qualified Proposer for negotiations.

5.4 NEGOTIATION

A. The County will issue a Request for Proposal (RFP) to the selected Proposer and initiate negotiations.

B. The County reserves the right to negotiate any aspect of the fee schedule and/or Contract for purposes of executing a Contract.

C. Federal regulations require an audit evaluation prior to negotiation of proposals for which the total costs exceed or are expected to exceed \$125,000. An audit conducted by another agency will satisfy this requirement if the audit criteria used by the other agency conforms with 48 CFR 31.

D. If the County is unsuccessful in negotiating with the selected Proposer or if negotiations do not proceed in a timely fashion, the County reserves the option to terminate negotiations and proceed with the next-highest ranked Proposer, and so on, until an agreement is reached with one of the Proposers or the process is terminated.

5.5 BOARD APPROVAL AND CONTRACT EXECUTION

The County will be required to make a recommendation to and obtain approval from the Board of County Commissioners prior to any Contract award.

Once the County has finalized and issued a Contract for signature, the successful Proposer must sign the Contract and provide any outstanding documents, including, but not limited to, certificates of insurance and W-9 (or equivalent). The County will sign the Contract only upon receipt of all required documents.

5.6 PROTEST OF CONTRACT AWARD

Protests concerning the consultant selection process must be delivered in writing to the County Director of Public Works within fourteen (14) days of the award announcement. The Director will review the protest, contact all parties involved, and recommend the appropriate action to the Thurston County Board of Commissioners. The Commissioner's decision will be the final County position. The final decision will be presented to all interested parties within 45 calendar days of receipt of the protest.

SECTION 6 - CONTRACT TERMS AND CONDITIONS

Attachment 3 is a sample of the Architectural/Engineering Consulting Services Contract that will be entered into between Thurston County and the successful Proposer with incomplete information to be added based upon the final negotiations between the County and the successful Proposer. Proposers who want additional or modified Contract terms must include the requested change(s) in their initial Proposal in order for the change(s) to be subsequently considered. Note that any Contract negotiated between the County and a successful Proposer is subject to review by a County attorney from the Thurston County Prosecuting Attorney's Office and approval by the Board of County Commissioners prior to being submitted to that Proposer for signature and final execution by the County.

6.1 INSURANCE

Contractor will be required to maintain at their own expense during the term of service provision the following insurance (minimum requirements):

TYPE	LIMIT
Professional Legal Liability	\$2,000,000 each occurrence \$3,000,000 aggregate
Workman's Compensation	Statutory (Title 51 RCW)
Employers Liability	\$1,000,000 each accident
Commercial General Liability (combined bodily injury/property damage)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability (combined single limit)	\$1,000,000 per accident

A Certificate of Insurance executed on the appropriate form must be submitted prior to execution of the Contract.

6.2 COMPLIANCE WITH LAWS

All work must be performed in accordance with applicable federal, state, and local regulations. This includes, but is not limited to, all transportation, environmental, health, and safety regulations.

6.3 RECORDS

Contractor must agree at such time and in such form as the County may require to furnish the County reasonable periodic reports and documents as it may request pertaining to the work or services undertaken pursuant to the Contract Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matter covered by the Agreement. Contractor will maintain accounting records in accordance with accepted accounting principles and practices to substantiate all invoiced amounts.

SECTION 7 – FORMS

The following Forms must be completed by the Proposer for inclusion in the SOQ.

Attachment 2 Submittal Form – The one-page Submittal Form must be completed in entirety and executed by a person authorized to bind the Proposer legally and contractually, or the SOQ may be rejected by the County. The executed Submittal Form must be included in the submission as directed in Section 4.3 of this solicitation.

Attachment 4 Relevant Experience and Past Performance Survey Form - The Relevant Experience Form must be completed by the Proposer for each reference and the Past Performance Survey must be completed by each reference (project owner) identified by the Proposer or a provide a statement of the attempts to obtain the survey.

Attachment 5 Key Personnel Resume Form – The Key Personnel Resume Form provided with the solicitation or an equivalent form with the same information must be completed by the Proposer.

ATTACHMENT 1

STATEMENT OF WORK

BOSTON HARBOR & TAMOSHAN WATER AND SEWER SYSTEM IMPROVEMENTS DESIGN CP #A053A&B, #A511A&B

1. INTRODUCTION/PURPOSE:

Thurston County Public Works has received Coronavirus State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA) to make improvements to the Tamoshan and Boston Harbor water and sewer systems. The goal of these improvements is to replace or rehabilitate water distribution and sewer collection infrastructure with the intent of reducing infiltration and inflow (I/I) into the sewer system and improving water and sewer system serviceability.

2. BACKGROUND:

Thurston County Public Works owns and operates the Tamoshan and Boston Harbor water and sewer systems.

The Tamoshan water system serves approximately 94 customers and consists of mostly PVC and some asbestos cement (AC) distribution main. The Tamoshan sewer system serves approximately 115 sewer customers, including customers in the neighboring Beverly Beach community. The sewer collection system consists of gravity sewer and two lift stations with associated force mains. Much of the Tamoshan water and sewer system needs rehabilitation to address infiltration and inflow (I/I) and system deterioration.

The Boston Harbor water system serves approximately 278 connections and consists of PVC distribution main. A portion of the system was installed in 1989; however, there are portions of the system that predate this installation and/or are smaller diameter. Many of these portions of the system are prone to leakage and in need of replacement.

3. PROJECT DESCRIPTION:

3.1 Statement of Objectives: The successful consultant will provide design services for the following projects:

3.1.1 Boston Harbor Water and Sewer Improvements – It is anticipated that this project will include replacement of approximately 6,000 feet of small-diameter and aged PVC water main. The project will also include STEP tank rehabilitation and replacement work in accordance with recommendations detailed in a predesign report currently being completed.

3.1.2 Tamoshan Water and Sewer Improvements – It is anticipated that this project will include replacement and/or rehabilitation of approximately 33 manholes and approximately 95 side sewer repairs. Furthermore, this project will include replacement of approximately 5,000 feet of water and sewer main. The actual extent of the replacement will depend upon available preliminary cost estimates developed by the consultant. County staff will work with the consultant to prioritize

Boston Harbor & Tamoshan Water and Sewer System Improvements

water and sewer lines for replacement in order to scale the work to the budgetary constraints identified in Section 3.2 below.

3.2 – Estimated Cost of Construction

The budgeted construction cost for the improvements is as follows:

- Boston Harbor Water and Sewer Improvements - \$3,200,000
- Tamoshan Water and Sewer Improvements - \$2,500,000

4. SCOPE:

4.1 Engineering Services

The engineering services requested under this solicitation include engineering design and preparation of bid documents for the Tamoshan and Boston Harbor water and sewer system improvements.

4.2 County-provided Information

The County will provide the following items to the consultant:

4.2.1 Topographic survey for each project area.

4.2.2 Sewer system assessment reports for the Boston Harbor and Tamoshan sewer systems.

4.3 Deliverables

It is anticipated that the Boston Harbor Water and Sewer Improvements and the Tamoshan Water and Sewer Improvements will be bid as separate projects. Each project will have the following design deliverables:

Preliminary Cost Estimate (Based upon preliminary scope of work)

50% Design Documents (Plans and Cost Estimate)

90% Design Documents (Plans, Specifications, and Cost Estimate)

Final Bid Documents

4.4 - Format

4.4.1 Cost Estimates shall be completed in Excel and pdf format

4.4.2 Plans shall be completed in AutoCAD format (latest version)

4.4.3 Specifications shall be completed in Word format

4.4.4 Deliverables will be provided in one hard copy and one electronic copy

5. SCHEDULE OF SUBMITTALS AND REVIEWS:

The project is funded through the Coronavirus State and Local Fiscal Recovery Funds (SLRF) through the American Rescue Plan Act (ARPA). This funding source requires that the proposed work be under

construction contract by December 31, 2024. Therefore, the County proposes a design schedule as follows:

Preliminary Cost Estimate (Based upon preliminary scope of work)	October, 2023
50% Design Documents (Plans and Cost Estimate)	January, 2024
90% Design Documents (Plans, Specifications, and Cost Estimate)	April, 2024
Final Bid Documents	June, 2024

The consultant shall have the internal resources to deliver final bid-ready construction documents by June 30, 2024.

6. CODES AND DESIGN/ENGINEERING STANDARDS:

All proposed improvements shall be designed in accordance with Thurston County water and sewer design standards and applicable Washington State Department of Health and Department of Ecology requirements.

ATTACHMENT 2

SUBMITTAL FORM

REQUEST FOR QUALIFICATIONS (RFQ)/PROPOSAL (RFP) NO. 034-2023-WR-R002

**BOSTON HARBOR & TAMOSHAN WATER AND SEWER SYSTEM IMPROVEMENTS DESIGN
CP #A053A&B, CP #A511A&B**

STATEMENT OF QUALIFICATIONS (SOQ) WILL ONLY BE RECEIVED AT: Thurston County Public Works, 9605 Tilley Road S, Suite C, Olympia, Washington 98512 or via email at dawn.ashton@co.thurston.wa.us.

SOQs ARE DUE NOT LATER THAN: 3:00 p.m. local time on July 13, 2023.

THE SOLICITATION DOCUMENTS, including any addenda, are published on the Thurston County website at the following location <https://www.thurstoncountywa.gov/tchome/Pages/rfprfq.aspx>.

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THAT THE SOLICITATION AND ALL ADDENDA HAVE BEEN EXAMINED PRIOR TO SUBMISSION OF SOQ.

THE PROPER FULL LEGAL NAME OF THE COMPANY OR ENTITY RESPONDING TO THIS SOLICITATION MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS SUBMITTAL FORM MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY AND CONTRACTUALLY BIND THE PROPOSER, OR THE SOQ MAY BE REJECTED IN ITS ENTIRETY:

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

TITLE _____

COMPANY NAME _____

COMPANY ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE _____ FAX _____

EMAIL _____

TAX ID NUMBER _____

IS THE COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WASHINGTON? YES _____ NO _____

NAME/TITLE OF COMPANY CONTACT _____

CONTACT'S PHONE _____ CONTACT'S EMAIL _____

ALL PROPOSERS MUST COMPLETE THIS SECTION

Proposer acknowledges receipt of the following addenda:

Addendum No. _____ Date Received _____
By _____

Addendum No. _____ Date Received _____
By _____

Addendum No. _____ Date Received _____
By _____

Addendum No. _____ Date Received _____
By _____

ATTACHMENT 3

ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES CONTRACT

THURSTON COUNTY/CONSULTANT NAME

**BOSTON HARBOR & TAMOSHAN WATER AND SEWER SYSTEM IMPROVEMENTS DESIGN
CP #A053A&B, #A511A&B**

THIS CONTRACT is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 3000 Pacific Ave S.E., Olympia, Washington 98501, hereinafter "**COUNTY**," [legal name of CONSULTANT], a [Washington Corporation, Limited Liability Company, Sole Proprietorship, Partnership] located at [physical address of CONSULTANT], hereinafter "**CONSULTANT**," collectively referred to as "parties" and individually as "party."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

GENERAL TERMS AND CONDITIONS

1. DURATION OF CONTRACT

The term of this Contract shall be from the date last executed below through **MM/DD/YYYY** unless renewed or terminated sooner as provided herein.

2. SERVICES PROVIDED BY THE CONSULTANT

The CONSULTANT represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and certifications to perform the services set forth in this Contract.

The COUNTY retains the CONSULTANT to perform the following consulting services in connection with [Boston Harbor & Tamoshan Water and Sewer System Improvements Design, CP #A053A&B and A511A&B]

a. A detailed description of the services to be performed by the CONSULTANT is set forth in Exhibit A, attached hereto and incorporated herein by reference.

b. The CONSULTANT agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. The CONSULTANT shall perform according to standard industry practice of the work specified by this Contract.

d. Time is of the essence in the performance of this Contract. The CONSULTANT shall complete its work no later than the Contract termination date and in accordance with the schedule agreed to by the parties.

e. The CONSULTANT shall, from time to time, during the progress of the work, confer with the COUNTY. At the COUNTY'S request, the CONSULTANT shall prepare and present status reports on its work.

3. SERVICES PROVIDED BY THE COUNTY

In order to assist the CONSULTANT in fulfilling its duties under this Contract, the COUNTY may provide information as identified in Exhibit A.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For CONSULTANT:

Name of Representative: _____
Title: _____
Mailing Address: _____
City, State and Zip Code: _____
Telephone Number: _____
E-mail Address: _____

b. For COUNTY:

Name of Representative: Joe Plahuta, P.E.
Title: Senior Water Resources Engineer
Street Address: 9605 Tilley Rd S., Bldg C
City, State and Zip Code: Olympia, WA 98512
Telephone Number: 360-867-2968
E-mail Address: joe.plahuta@co.thurston.wa.us

5. COMPENSATION

a. For the services performed hereunder, the CONSULTANT shall be paid as set forth in Exhibit B, attached hereto and incorporated herein by reference.

b. The CONSULTANT may submit invoices, as applicable, in accordance with Exhibit B for payment of completed work during the billing period. The COUNTY shall pay the CONSULTANT for services rendered in the month following the actual delivery of the work and will remit payment within thirty days from the date of receipt of invoice.

c. No payment shall be made for any work performed by the CONSULTANT, except for work identified and set forth in this Contract. The CONSULTANT shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY. Unless otherwise provided for in this Contract, the CONSULTANT will not be paid for any invoices presented for payment prior to the execution of the Contract or after its termination.

d. In the event the CONSULTANT has failed to perform any obligation under this Contract and such failure has not been cured within ten days following notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to the CONSULTANT, withhold any and all monies due and payable to the CONSULTANT, without penalty until such failure to perform is cured or otherwise adjudicated.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONSULTANT in the performance of any work required under this Contract, the CONSULTANT shall make any and all necessary corrections without additional compensation. All work submitted by the CONSULTANT shall be certified by the CONSULTANT and checked for errors and omissions. The CONSULTANT shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by an authorized representative of each party. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. To the fullest extent permitted by law, the CONSULTANT agrees to indemnify, defend and hold the COUNTY, its officers, officials, employees, agents and volunteers, harmless from and against any and all "Claims" by any and all persons or entities which are (1) caused in whole or in part by any act or omission, negligent or otherwise, of the CONSULTANT, its employees, former employees, agents, representatives, volunteers, partners, shareholders, subcontractors in any tier or anyone for whose acts any of them may be liable, or (2) directly or indirectly arise out of, result from, or are connected with the performance or the failure to perform under this Contract. This indemnification obligation of the CONSULTANT shall not apply in the limited circumstance where the Claims are caused by the sole negligence of the COUNTY. In the event of the concurrent negligence of the CONSULTANT, its subcontractors, employees or agents, and the COUNTY, its employees or agents, this indemnification obligation of the CONSULTANT shall be valid and enforceable only to the extent of the negligence of the CONSULTANT, or the negligence of its subcontractors, employees and agents. "Claims" shall include, but not be limited to, claims, demands, actions, suits, liabilities, losses, damages, judgments, and expenses, including without limitation court and appeal costs, alternative dispute resolution costs, attorneys' fees, and expert witnesses fees and costs, of any nature whatsoever, and assertions that information supplied or used by the CONSULTANT or subcontractors in any tier violates or infringes any patent, proprietary information, copyright, trademark, trade name, service mark or otherwise results in an unfair trade practice.

b. The hold harmless and indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or

benefits payable by or for the CONSULTANT or subcontractor in any tier under the Washington State Industrial Insurance Act, Title 51 RCW, or by application of any other workers' compensation act, disability benefit act, or other employee benefit act, it being clearly agreed and understood by the parties hereto that the CONSULTANT expressly waives any immunity the CONSULTANT might have had under such acts. **By executing the Contract, the CONSULTANT acknowledges that the foregoing waiver has been mutually negotiated by the parties.** The CONSULTANT shall similarly require that each subcontractor it retains in connection with this Contract comply with the terms of this subsection, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

c. The CONSULTANT'S hold harmless and indemnification obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all Claims.

d. In the event the CONSULTANT enters into subcontracts to the extent allowed under this Contract, the CONSULTANT 'S subcontractors in any tier shall indemnify the COUNTY on a basis equal to or exceeding the CONSULTANT'S indemnity obligations to the COUNTY.

8. THIRD PARTY CLAIMS HANDLING

a. A party seeking indemnification for a Claim ("Indemnified Party") shall promptly notify the other party from whom indemnification is sought ("Indemnifying Party") in writing of any Claim asserted against it. The notice shall include a copy of the Claim, and any summons, process, pleading or notice issued in any lawsuit or Claim.

b. The Indemnifying Party reserves the right to control the investigation, trial and defense of the Claim and any lawsuit, action (including all negotiations to effect settlement), and appeal arising from it and employ or engage attorneys of its own choice.

c. The Indemnified Party may, at its sole cost, participate in the investigation, trial and defense of the lawsuit or action and any appeal without waiving the Indemnifying Party's obligations under this Contract.

d. The parties, their officers, employees, agents, and representatives shall fully cooperate in the defense of the Claim or lawsuit, and shall provide one another all available information concerning the Claim.

9. INSURANCE

1. CONSULTANT shall provide evidence of:

- a. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. The insurance policy must cover defense costs without affecting limits available for third party liability payments as required herein. Limits shall be no less than **[\$1,000,000]** per occurrence for all covered losses and no less than **[\$2,000,000]** general aggregate. Coverage must include employer's liability limits of no less than \$1,000,000 per accident for all covered losses.

- i. CONSULTANT agrees to endorse third party liability coverage required herein to include the COUNTY, its officials, employees and agents, as additional insureds using ISO endorsement CG 20 10 with an edition date prior to 2004. To the extent this Contract involves construction, ISO endorsement 20 37 is also required.
 - ii. The policy shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. **Workers' Compensation.** CONSULTANT shall maintain coverage as required by Title 51 RCW, and shall provide evidence of coverage or exemption to the Thurston County Risk Management Division upon request. CONSULTANT domiciled out of state shall maintain coverage under applicable workers' compensation law and provide proof of coverage on a state-approved form.
- c. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than **\$1,000,000** per accident, combined single limit. If CONSULTANT owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT'S employees will use personal autos in any way on this project, CONSULTANT shall obtain evidence of personal auto liability coverage for each such person.
- d. **Excess or Umbrella Liability Insurance** (Over Primary), if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to COUNTY for injury to employees of CONSULTANT, subcontractors or others involved in the performance of services under this Contract. The scope of coverage provided is subject to approval by the COUNTY following receipt of proof of insurance as required herein.
- e. **Professional Legal Liability** on a policy form appropriate to CONSULTANT'S profession. Limits shall be no less than **[\$2,000,000]** per claim with aggregate limit of **[\$3,000,000]**. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONSULTANT'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.
- f. Liability insurance with equivalent coverage as required in subsections (a) and (c) through (e) obtained by a CONSULTANT who is a government entity through a government risk pool approved by the state of Washington is a substitute form of coverage acceptable to the COUNTY.

2. Other Insurance Requirements:

- a. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees, agents or volunteers.
- b. **The CONSULTANT shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor.** All coverage for subcontractors shall be subject to all of the requirements stated herein.
- c. The CONSULTANT shall maintain all required policies in force from the time services commence until services are completed. Where Professional Legal Liability coverage is written on a claims made form, the CONSULTANT must provide evidence of the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
- d. CONSULTANT agrees to waive rights of recovery against COUNTY regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise.
- e. All insurance coverage maintained or procured by CONSULTANT or required of others by CONSULTANT pursuant to this Contract shall be endorsed to delete the subrogation condition as to COUNTY, or must specifically allow the named insured to waive subrogation prior to a loss.
- f. All coverage types and limits required are subject to approval, modification and additional requirements by the COUNTY. CONSULTANT shall not make any reductions in the scope or limits of coverage that may affect COUNTY'S protection without COUNTY'S prior written consent. The COUNTY reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving the CONSULTANT ninety days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the COUNTY and the CONSULTANT may renegotiate CONSULTANT'S compensation.
- g. Written notice of cancellation or change shall reference the project name and contract number and shall be mailed to the COUNTY at the following address:
Attn: Risk Analyst
Human Resources
3000 Pacific Ave S.E.
Olympia, Washington 98501
- h. The parties acknowledge that all insurance coverage required to be provided by CONSULTANT or indemnifying party shall apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to COUNTY.

- i. CONSULTANT agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein without the express agreement of the COUNTY and further agrees that it will not allow any indemnifying party to self-insure its obligations to COUNTY. If CONSULTANT'S existing coverage includes a self-insured retention, the self-insured retention must be declared to the COUNTY. The COUNTY may review options with the CONSULTANT, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions.
- j. The limits of insurance above shall be minimum requirements. The insurance limits are not intended to be an indication of exposure nor are they limitations on indemnification. Should the CONSULTANT or a subcontractor in any tier maintain insurance with limits of liability that exceed the required limits or coverage that is broader than as outlined above, those higher limits and broader coverage shall be deemed to apply for the benefit of any person or organization included as an additional insured, and those limits shall become the required minimum limits of insurance of this Contract.

3. Verification of Coverage and Acceptability of Insurers:

- a. The CONSULTANT shall place insurance with insurers licensed to do business in the state of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the state of Washington.
- b. Proof of compliance with these insurance requirements, consisting of endorsements and certificates of insurance, shall be delivered to COUNTY prior to the execution of this Contract. If such proof of insurance is not delivered as required, or if such insurance is canceled at any time and no replacement coverage is provided, the COUNTY may, in its sole discretion, obtain any insurance it deems necessary to protect its interests. Any premium so paid by COUNTY shall be charged to and promptly paid by CONSULTANT or deducted from sums due CONSULTANT.
- c. CONSULTANT shall maintain the required coverage during the entire term of this Contract. Coverage for activities under the Contract shall not be affected if the Contract is canceled or terminated for any reason.
- d. The CONSULTANT or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

10. TERMINATION

- a. The COUNTY may terminate this Contract for convenience in whole or in part whenever the COUNTY, in its sole discretion, determines that such termination is in the best

interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten calendar days written notice by Certified Mail to the CONSULTANT. In that event, the COUNTY shall pay the CONSULTANT for all costs incurred by the CONSULTANT in performing the Contract up to the termination date specified in the notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract and prior to normal completion, the COUNTY may elect to suspend or terminate this Contract, in whole or in part, as a termination for convenience with a ten calendar day notice to CONSULTANT, to the extent possible, subject to renegotiation at the COUNTY'S discretion under those new funding limitations and conditions. Termination or suspension under this paragraph shall be effective upon the date specified in the written notice of termination or suspension sent by the COUNTY to the CONSULTANT. After the effective date, no charges incurred under this Contract are allowable.

Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the Board of County Commissioners of sufficient funds to support the work described in this Contract. Should such an appropriation not be approved, this Contract shall terminate at the close of the current appropriation year, and the COUNTY shall not be obligated for the CONSULTANT'S performance hereunder or by any provision of this Contract after the date of termination.

c. If the CONSULTANT breaches any of its obligations hereunder, and fails to cure the breach within ten calendar days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONSULTANT only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONSULTANT shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONSULTANT'S breach. If, subsequent to termination, it is determined for any reason that (1) the CONSULTANT was not in default, or (2) the CONSULTANT'S failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination for convenience.

11. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONSULTANT shall perform the terms of the Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the CONSULTANT under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Contract.

b. The CONSULTANT warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

12. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

13. INDEPENDENT CONSULTANT

a. The CONSULTANT'S services shall be furnished by the CONSULTANT as an Independent Contractor and not as an agent, employee or servant of the COUNTY. The CONSULTANT specifically has the right to direct and control CONSULTANT'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONSULTANT acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONSULTANT is not entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

c. The CONSULTANT shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the CONSULTANT shall be or deem to be or act or purport to act as an employee, agent or representative of the COUNTY.

d. The CONSULTANT shall assume full responsibility for 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 is now or may during the term of this Contract be enacted as to all persons employed by the CONSULTANT and as to all duties, activities and requirements by the CONSULTANT in performance of this Contract.

e. The CONSULTANT agrees to immediately remove any of its employees, representatives or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract representative or designee.

14. COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, as now existing or hereafter adopted or amended.

15. INSPECTION OF BOOKS AND RECORDS AND RETENTION

The COUNTY or its authorized representatives may, at reasonable times, inspect and audit the books and records of the CONSULTANT relating to the performance of this Contract. This includes work of CONSULTANT, any subcontractor or any other person or entity that performed connected or related work under this Contract. Such inspection and audit shall occur in Thurston County, Washington, or other reasonable locations that the COUNTY selects. The CONSULTANT shall supply or permit the COUNTY to copy such books and records. The CONSULTANT shall ensure that inspection, audit and copying rights of the COUNTY is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform work under this Contract. The CONSULTANT shall keep all books and

records required by this Contract for six years after termination or expiration of this Contract. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

16. NONDISCRIMINATION

The CONSULTANT, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

17. OWNERSHIP OF MATERIALS/WORK PRODUCED

a. Material produced in the performance of the work under this Contract shall be "works made for hire" as defined by the U.S. Copyright Act of 1976, as amended, and shall be owned by the COUNTY. This material includes, but is not limited to, data, books, computer programs, plans, specifications, documents, films, pamphlets, reports, drawings, all forms of electronic media, sound reproductions, studies, surveys, tapes, and training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Material which the CONSULTANT uses to perform this Contract but is not created for or paid for by the COUNTY is owned by the CONSULTANT and is not "work made for hire"; however, the COUNTY shall have a perpetual license to use this material for COUNTY internal purposes at no charge to the COUNTY, provided that such license shall be limited to the extent which the CONSULTANT has a right to grant such a license.

b. An electronic copy of all or a portion of material produced shall be submitted to the COUNTY upon request or at the end of the job using the software or program and version specified by the COUNTY. Should a construction project result from the work of the CONSULTANT, the record drawings from the CONSULTANT shall be transposed onto the electronic design drawings and submitted to the COUNTY.

18. DISPUTES

Differences between the CONSULTANT and the COUNTY, arising under and by virtue of this Contract, 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. Any dispute relating to the quality or acceptability of performance or compensation due the CONSULTANT shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract representative shall be final and conclusive, subject to the CONSULTANT'S right to seek judicial relief pursuant to Section 20.

19. CONFIDENTIALITY

The CONSULTANT, its employees, agents, and subcontractors and their employees, shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY

or an order entered by a court of competent jurisdiction. The CONSULTANT shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the state of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the state of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

21. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract is in direct conflict with any statutory provision of the state of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

c. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of this Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

22. SUPPLEMENTAL FEDERAL PROVISIONS/CLAUSES

Exhibit C Federal Special Terms and Conditions are hereby incorporated into and made a part of this contract.

23. ENTIRE CONTRACT

This Contract consists of the General Terms and Conditions, all exhibits and attachments incorporated herein by reference, requests for proposal or qualifications and any addenda thereto, and the CONSULTANT'S response.

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4.

Notice shall be deemed to be given three days following the date of mailing or immediately if personally served.

25. SURVIVABILITY

The terms and conditions contained in this Contract which, by their sense and context, are intended to survive the completion, expiration or termination of this Contract shall survive. Surviving terms include, but are not limited to: Hold Harmless and Indemnification, Third Party Claims Handling, Termination, Inspection of Books and Records and Retention, Ownership of Materials/Work Produced, Disputes, Choice of Law, Jurisdiction and Venue, Confidentiality, and Severability.

The parties hereto acknowledge that the waiver of immunity set out in subsection 7.b. was mutually negotiated and specifically agreed to by the parties herein.

This Contract is executed by the persons signing below who warrant that they have the authority to execute this Contract.

CONSULTANT:

For the
BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

Firm: _____

By: _____

By: _____

Title: _____

Signature: _____

Department/Office: _____

(Authorized Representative)

Title: _____

Date: _____

Address: _____

Date: _____

EXHIBIT A

ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES CONTRACT

THURSTON COUNTY/CONSULTANT NAME

BOSTON HARBOR & TAMOSHAN WATER AND SEWER SYSTEM IMPROVEMENTS DESIGN
CP #A053A&B, #A511A&B

SCOPE OF SERVICES

1. The services to be performed by the CONSULTANT under this Contract, which are described in Section 2 of the Contract (SERVICES PROVIDED BY THE CONSULTANT), are set forth as follows:

2. The services to be performed by the COUNTY under this Contract, which are described in Section 3 of the Contract (SERVICES PROVIDED BY THE COUNTY) are set forth as follows (if applicable):

EXHIBIT B

ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES CONTRACT

THURSTON COUNTY/CONSULTANT NAME

**BOSTON HARBOR & TAMOSHAN WATER AND SEWER SYSTEM IMPROVEMENTS DESIGN
CP #A053A&B, #A511A&B**

COMPENSATION

The CONSULTANT'S compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows:

a. The maximum total amount payable by the COUNTY to the CONSULTANT under this Contract shall not exceed \$ _____.

b. The COUNTY'S total payments to CONSULTANT for services described in Exhibit A shall be in the manner described below (check applicable box):

- X i. CONSULTANT shall provide the services for a maximum, not-to-exceed price of spell out dollars (\$ _____). CONSULTANT'S hourly rate for services shall not exceed \$ _____. COUNTY shall reimburse CONSULTANT for any allowable reimbursable expenses up to a maximum amount of \$ _____. Any Contract Amendments to the maximum total amount payable by the COUNTY to the CONSULTANT must be negotiated and executed prior to the COUNTY incurring any costs in excess of the maximum amount payable.- OR -
- ii. The fee for CONSULTANT'S services shall be _____% of the Construction Contract Award, including any awarded alternates. Until a Construction Contract Award is made, an Interim Fee, to be used for making progress payments to the CONSULTANT shall be calculated as the product of the funds available for construction and the fee percentage. – OR –
- iii. CONSULTANT shall perform the services described in Exhibit A for a fixed price of \$ _____.

EXHIBIT C
ARCHITECTURAL/ENGINEERING CONSULTING SERVICES
THURSTON COUNTY/ **[CONTRACTOR]**

BOSTON HARBOR & TAMOSHAN WATER AND SEWER SYSTEM IMPROVEMENTS DESIGN
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FEDERAL SPECIAL TERMS AND CONDITIONS

1. COMPLIANCE WITH FEDERAL REGULATIONS

The CONTRACTOR and its consultants and SUBCONTRACTORS shall comply with the following federal laws and regulations, whenever and wherever they are applicable. The CONTRACTOR and its consultants and SUBCONTRACTORS shall timely obtain all permits and approvals necessary to lawfully implement the project. The CONTRACTORS and its SUBCONTRACTORS and consultants shall include in all contracts, subcontracts, and purchase orders for this project the following list of laws and regulations and shall require compliance with such laws and requirements:

- i. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) relating to non-discrimination in performance of the project and to the benefits.
- ii. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended.
- iii. Executive Order 11246 dealing with non-discrimination in employment as amended by Executive Orders 11375.
- iv. The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.
- v. The relationship contemplated by this Contract may implicate the Privacy Regulations under the Health Insurance Portability and Accountability Act of 1996, Pub.L. No. 104-191, 110 Stat. 1936 (1996) (HIPAA). The CONTRACTOR shall comply with HIPAA and applicable regulations contained in 45 CFR parts 160 and 164. The CONTRACTOR shall enter into a Business Associate Addendum with the COUNTY if the COUNTY determines that the SUBRICIPIENT will be acting as Business Associate as defined under HIPAA.

During the performance of this AGREEMENT, the CONTRACTOR agrees as follows:

- i. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- ii. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- iii. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers'

representative of the CONTRACTOR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- iv. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The CONTRACTOR will furnish all information and reports, required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for the purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of such rules, regulations, or orders, this AGREEMENT may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii. The CONTRACTOR will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each SUBCONTRACTOR or Vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or threatened with litigation with a SUBCONTRACTOR or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

2. NON-DISCRIMINATION CLAUSE

During the performance of this AGREEMENT, the CONTRACTOR agrees as follows:

- i. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- iii. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iv. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- v. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- vi. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vii. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- viii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- ix. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the

Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT – 2 C.F.R. Part 200, Appendix II(G); 42 U.S.C. §§ 7401-7671q.; 33 U.S.C. §§ 1251-1387

- i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. The CONTRACTOR agrees to report each violation to Thurston County and understands and agrees that Thurston County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal funds.

4. FEDERAL WATER POLLUTION CONTROL ACT

- i. The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The CONTRACTOR agrees to report each violation to Thurston County and understands and agrees that Thurston County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal funds.

5. CONFLICT OF INTEREST AND CODE OF CONDUCT

- i. The CONTRACTOR covenants that no person who presently exercises any functions or responsibilities in connection with the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Fund (SLFRF) Program has any personal financial interest, direct or indirect, in this AGREEMENT. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having any conflicting interest will be employed. Any interest on the part of the CONTRACTOR or its employees must be disclosed to the COUNTY.
- ii. No officer, employee or agent of the CONTRACTOR shall participate in the selection, award, or administration of activity funded in whole or in part with CRF funds if a conflict of interest, real or apparent, would exist, nor shall their families, or those with whom they

have business ties, so benefit.

- iii. In addition to the above, no official, employee, or agent of any federal, state, or local government for the area in which the project is located, nor members of their families, nor those with whom they have business ties, have or acquire any interest, direct or indirect, in any contract or subcontract or its proceeds for work accomplished in support of this AGREEMENT, nor shall they have or acquire any interest, direct or indirect, in the project area which would conflict in any manner or degree with the project.

6. DEBARMENT AND SUSPENSION OF CONTRACTORS

- A. The CONTRACTOR shall assure that, its officers, agents, SUBCONTRACTORS, and consultants shall not fund, contract with, or engage the services of any consultant, SUBCONTRACTOR, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds.
- B. The CONTRACTOR certifies that the CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the AGREEMENT by any federal department or agency. If requested by the COUNTY, the CONTRACTOR shall complete a Certification Debarment, Suspension, Ineligibility, and Voluntary Exclusion form.

7. BYRD ANTI-LOBBYING AND LITIGATION

- A. Contractor agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. Contractor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.
- B. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.
- C. All contracts awarded by Contractor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.
- D. Pursuant to Section 18 of the Lobbying Disclosure Act, Contractor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- E. Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

8. CERTIFICATION REGARDING LOBBYING

By signing this agreement, CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal

contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL, "Disclosure Form to Report Lobbying,"](#) in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all CONTRACTORS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Attachment 4
RELEVANT EXPERIENCE
BOSTON HARBOR & TAMOSHAN WATER AND SEWER SYSTEM IMPROVEMENTS DESIGN
CP #A053A&B, #A511A&B
This section to be completed by **Proposer**

Project/Services Title:	Dates of Service:
Location:	Original Contract Amount \$ Final Contract Amount: \$
Contract Type: <input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost <input type="checkbox"/> Other (Specify)	Number of Change Orders:
Primary _____ Subcontractor _____	Total Dollar Value of Change Orders \$ Complexity of Project/Service <input type="checkbox"/> Difficult <input type="checkbox"/> Routine
Reference/Owner Contact Information:	
POC Individual Name	POC Title
POC Organization Name	POC Address
POC Phone Number	POC Email
Summary of Actual Performance Under Scope	
Describe type of work, tasks performed, and challenges to demonstrate relevant experience characteristics similar to Thurston County Public Works Boston Harbor & Tamoshan Water and Sewer System Improvements Design.	

Attachment 4
PAST PERFORMANCE SURVEY
BOSTON HARBOR & TAMOSHAN WATER AND SEWER SYSTEM IMPROVEMENTS DESIGN
CP #A053A&B, #A511A&B

Reference/Owner to complete this section of the form and return to the Proposer.
Reference/Owner may also send the entire form to the Purchasing Agency directly.

NOTE: Please use adjectival ratings from page 3 Rating Guideline.

Evaluation Factor	Comments (Attach additional sheets, if necessary.)	Rating
a. Quality of Work		
b. Schedule		
c. Cost/Budget Control		
d. Management/Business Relations		
e. Regulatory		
f. Customer Satisfaction		

Would you select this firm again? Please explain. (Attach additional sheet if necessary.)

Name & Date:

Title:

Attachment 4
PAST PERFORMANCE RATING GUIDELINE
BOSTON HARBOR & TAMOSHAN WATER AND SEWER SYSTEM IMPROVEMENTS DESIGN
CP #A053A&B, #A511A&B

Rating: Exceptional

Definition: Performance meets contractual requirements and exceeds many to the project owner's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.

Rating: Very Good

Definition: Performance meets contractual requirements and exceeds some to the project owner's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.

Rating: Satisfactory

Definition: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear, or were, satisfactory.

Rating: Marginal

Definition: Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.

Rating: Unsatisfactory

Definition: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the Contractor's corrective actions appear or were ineffective.

NOTE 1: N/A (not applicable) should be used if the ratings are not going to be applied to a particular area for evaluation.

Attachment 5
KEY PERSONNEL RESUME FORMAT

BOSTON HARBOR & TAMOSHAN WATER AND SEWER SYSTEM IMPROVEMENTS DESIGN
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Provide information, listed below, on separate sheets showing qualifications of each key personnel individual assigned to the project.

(a) Name:

(b) Current Position/Title:

(c) Proposed Assignment on the Services Contract, including specific duties to be performed:

(d) No. of Years in Same Assignment as Proposed on the Contract _____

(e) Name of Your Company

(f) No. of Years: With this Company _____ With other Companies _____

(g) Education:

Degree(s) earned: _____

School attended: _____

Year Degree granted: _____

Degree field/specialization: _____

Specialized Training: _____

(h) Active Registration/Professional License/Certification, if any:

Type: _____ No. _____, State(s) _____, First Year/ Current Year _____ / _____

(i) Describe Your Specific Experience and Qualifications Relevant to the Services in the SOQ:

(j) Provide three (3) relevant project/service examples: (may continue on additional page)

Project Title: _____

Project Location: _____

Project Dollar Value: _____

Project Size: _____

Position Held: _____

Duties performed: _____

Company employed with during Project: _____