



RFP Information

RFP No. 629

Environmental Engineering Services for CRP 5643 Canyon Road East Northerly Extension

Issue Date: May 25, 2011

Closing Date: June 15, 2011

Contact

Contact Melissa Jordan

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Vendor Information

Firm Name: _____

Contact Name: _____

Address: _____

City: _____ State _____ Zip _____

Phone: _____ Fax: _____

E-Mail: _____

Return Proposals by 4:30pm, June 15, 2011 to:

Pierce County Purchasing

Attn: Emily Darby

615 South 9th Street, Suite 100

Tacoma, WA 98405

Phone: 253-798-7456

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SUBMITTAL DUE DATE

To be eligible for consideration, three (3) copies of a vendor's response to this Request for Proposals (hereafter called "response" or "proposal") must be received by the Pierce County Purchasing Department, 615 South 9th Street, Suite 100, Tacoma, WA 98405-4674 no later than close of business, 4:30 PM, June 15, 2011. The response must be submitted in a sealed envelope with the vendor's name, Request for Proposals Number and the due date clearly identified on the outside. Submittals are limited to 18 pages not including employee resumes and required forms listed under additional requirements.

GENERAL INFORMATION

The Pierce County Department of Public Works and Utilities is responsible for serving the transportation and utility needs of the residents of Pierce County. The Department delivers services relating to road design and construction, long range transportation planning, road maintenance and operations, ferry and airport services, sewer systems and wastewater treatment, solid waste and recycling management, public use facilities, and surface water management programs. The Department's website is a valuable resource for information about the many services provided. Please access the website at www.piercecountywa.org/pwu.

SCOPE OF PROJECT

Environmental consulting services for the Canyon Road East Northerly Extension – Pioneer Way East to 52nd Street East/62nd Avenue East, County Road Project (CRP) No. 5643. This is a federally funded project and must adhere to WSDOT Local Agency Guidelines.

Extend Canyon Road East from Pioneer Way East to 52nd Street East/62nd Avenue East by constructing a new roadway that will include 4 to 5 lanes, realigning the Canyon Road East/Pioneer Way East intersection, an overpass of the BNSF Railroad mainline tracks, bicyclist and pedestrian facilities (widened curb lanes and curb, gutter and sidewalk), and stormwater collection and treatment. The project area includes salmonid bearing streams, wetlands, floodplains, zoned agricultural lands, geologic hazards, and possibly archaeological resources.

SPECIFIC REQUIREMENTS CONCERNING PROPOSED SERVICES

The environmental consulting services to be provided are a full range of services that may include, but are not limited to, any or all of the following:

1. Perform field investigation work as necessary, for the work in items 2 through 15 below.
2. Preparation of wetland¹ analysis reports in accordance with the requirements of regulatory agencies, including but not limited to, Pierce County, the U.S. Army Corp of Engineers, and Washington State Department of Ecology. This task will include preparation of the following:
 - Maps showing the boundaries of wetlands and locations of vegetative communities within the wetland and buffer area.
 - Wetlands and wetlands buffer delineations, assessments, and ratings.
 - Mitigation, restoration, or enhancement plans for wetlands, and fish and wildlife conservation areas.
 - Calculating credits and debits.
 - Selecting wetland mitigation using a watershed approach.

¹ Individuals performing wetlands and/or fish and wildlife delineation or mitigation must be included on the lists of currently qualified specialists as defined by PCC 18.25.030. Separate lists for qualified wetland specialists, fishery specialists and wildlife specialists are maintained by Pierce County Planning and Land Services. Current lists can be viewed online at <http://www.co.pierce.wa.us/pc/services/home/property/pals/permits/handouts.htm>. The lists can be found under the Resource Management section at the bottom of this web page.

3. Identification and evaluation of parcels of property that may be used as wetland mitigation areas.
4. Preparation of Cultural and Archaeological Resources Assessments, archaeological testing and monitoring in accordance with Washington State Executive Order 05-05 (05-05) and the National Historic Preservation Act, Section 106 (Section 106) by a qualified archaeologist.
5. Noise monitoring and measurements and preparation of Noise Analysis Reports including determination of mitigation options and assessment of noise mitigation costs, as necessary.
6. Preparation of fish and wildlife reports and assessments (including habitat assessment letters, reports and studies), stream relocations plans, in satisfaction of local critical areas ordinance, Federal, and State requirements.
7. Preparation of and documentation for compliance with the Endangered Species Act, including but not limited to Biological Assessments.
8. Data collection and preparation of WSDOT Discipline Reports including, but not limited to, Environmental Justice and Geologic Hazard Areas.
9. Data collection and preparation of NEPA documentation including, but not limited to, environmental impact statements (EIS), Environmental Classification Summary (ECS), and Environmental Assessments (EA).
10. Data collection and preparation of SEPA documentation including but not limited to EIS and supplemental EIS.
11. Data collection and preparation of due diligence reports including, but not limited to, corridor-level analyses, Environmental Site Assessments Phase I, II and III; support for managing hazardous and dangerous wastes including plans and specifications, and remedial plans
12. Preparation of floodplain analysis, including but not limited to, zero rise analyses and mitigation plans.
13. Public outreach programs;
14. Plans and specifications for construction.
15. Other related wetlands, geotechnical or environmental work as may be required.

EXPECTED TERM OF RESULTING AGREEMENT

The initial contract period shall be from August 1, 2011 to July 31, 2014, unless sooner terminated as provided elsewhere in the Agreement.

CONTACT

Melissa Jordan, Contracts Coordinator
2702 South 42nd Street, Suite 201
Tacoma, WA 98409
(253) 798-3760
Mjorda1@co.pierce.wa.us

TIMELINES

1. Proposals must be received by the Purchasing Department not later than 4:30 p.m., June 15, 2011 to be considered.
2. Proposals will be evaluated and, if multiple proposers are deemed capable of meeting the requirements, interviews will be held with the top three proposers commencing on June 29, 2011.
3. The estimated date of notice of intention to negotiate a contract with the selected proposer is July 6, 2011.
4. The estimated date of contract execution is August 1, 2011.

ADDITIONAL REQUIREMENTS FOR SUBMITTAL

1. Name, local address, and phone number of the firm proposed for this contract.
2. The names and number of years the firm has been in business under current or previous names or additional assumed business names.
3. The name and resume of each individual assigned to this project and the individual assigned to backup the primary person in his/her absence and similar information concerning each individual to be provided by subcontract.
4. The name and title of the person authorized to execute a contract on behalf of the firm.
5. A statement outlining any exceptions to the County's requirements or clarifications to the requirements.
6. Any additional services or procedures of benefit to the County not specifically required herein, which the Contractor offers to provide.
7. Criteria by which pricing will be determined.
8. References listing customers with similar systems or volume requirements.
9. The caption, cause number, Court, Counsel, and general summary of any litigation pending or judgement rendered within the past 3 years against the proposer.
10. Note the extent, if any, to which the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal, State or local funds; is currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any agency; has been suspended, debarred, voluntarily excluded or determined ineligible by any agency within the past 3 years; does have a proposed debarment pending; has been indicted, convicted or has a civil judgement rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or misconduct with the past 3 years.
11. In addition to any specific requirements requested in this proposal, the following documents must be completed and submitted with the proposal:
 - a. Required Signature Page for Proposal
 - b. Subcontractors Participation Form (Exhibit C).
 - c. Certification of Nonsegregated Facilities and Non-collusion Affidavit & Debarment Affidavit (Exhibit C)
 - d. Personnel Workforce Data Form (Exhibit C)

EVALUATION CRITERIA

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

Firms will be evaluated on the following criteria:

1. Previous recent (within last five years) experience preparing wetland analysis reports, maps showing the boundaries of wetlands and locations of vegetative communities within the wetland and buffer areas, and mitigation, restoration or enhancement plans. List the project(s), its cost, and provide a brief summation about each project, your firm's role in its development, and who from your firm worked on the project. (0 to 20 pts)
2. Previous recent (within last five years) experience preparing wetland mitigation designs using state and federal mitigation guidelines using a watershed approach. List the project(s), its cost, and provide a brief summation about each project, your firm's role in its development, and who from your firm worked on the project. (0 to 20 pts)
3. Previous recent (within last five years) experience preparing fish and wildlife reports including, habitat assessments, letters, reports and studies. List project(s), its cost, and provide a brief summation about each project, your firm's role in its development and who from your firm worked on the project. (0 to 20 pts)
4. Previous recent (within last five years) experience preparing cultural and archaeological resources assessments. Note if subcontractors were involved and if they will be involved in any future work with the County. List project(s), its cost, and provide a brief summation about each project, your firm's or your subcontractor's role in its development, and who from your firm worked on the project. (0 to 20 pts)
5. Previous recent (within last five years) experience preparing documentation for and compliance with the Endangered Species Act including Biological Assessments/Evaluations, Section 7 consultations. List project(s), its cost, and provide a brief summation about each project, your firm's or your subcontractor's role in its development, and who from your firm worked on the project. (0 to 20 pts)
6. Previous recent (within last five years) experience preparing NEPA and/or SEPA documentation including Environmental Impact Statements, and Environmental Checklists. List project(s), its cost, and provide a brief summation about each project, your firm's or your subcontractor's role in its development, and who from your firm worked on the project. (0 to 20 pts)
7. Previous recent (within last five years) experience preparing WSDOT Discipline Reports. List project(s), its cost, and provide a brief summation about each project, your firm's role in its development, and who from your firm worked on the project. (0 to 20 pts)
8. Previous recent (within last five years) experience preparing Noise Analysis Reports. List project(s), its cost, and provide a brief summation about each project, your firm's role in its development, and who from your firm worked on the project. (0 to 20 pts)

9. Previous recent (within last five years) experience preparing due diligence reports including Phase I, II and III reports, hazardous building materials survey and facilitating abatement procedures. List project(s), its cost, and provide a brief summation about each project, including the environmental documentation prepared your firm's or your subcontractor's role in its development, and who from your firm worked on the project. (0 to 20 pts)
10. Previous recent (within last five years) experience preparing or aiding in the preparation of floodplain analysis including zero rise analyses and floodplain mitigation. List project(s), its cost, and provide a brief summation about each project, your firm's or your subcontractor's role in its development, and who from your firm worked on the project. (0 to 20 pts)
11. Previous recent (within last five years) experience project managing multi-stakeholder, high complexity and controversial projects. List project(s), public outreach strategies, its cost, and provide a brief summation about each project, your firm's or your subcontractor's role in its development, and who from your firm worked on the project. (0 to 20 pts)
12. Previous experience with projects related to CRP 5643 and/or within proximity or closely related to CRP 5643. List project(s), its cost, and provide a brief summation about each project, your firm's or your subcontractor's role in its development, and who from your firm worked on the project. (0 to 20 pts)
13. Specific expertise of key personnel, supported by brief resumes of each. List the Project supervisor who will be responsible for managing the project(s). Note staff who are licensed engineers in the State of Washington, and staff who are on the County's lists for Wetland Specialists, Fisheries Biologist, or Wildlife Biologists. (0 to 20 pts)
14. Firm's background and stability, and success at providing similar services to other local governmental agencies, and availability to provide the services prior to December 31, 2011. (0 to 20 pts)
15. Firm's project delivery and management system and internal review process for keeping projects on schedule and within budget. Describe the tools and techniques the firm uses to successfully track and monitor project performance. (0 to 10 pts)
16. Completeness of response packet to RFP and overall evaluation of firm's ability to effectively provide services. (0 to 5 pts)
17. Firm's facilities including, but not limited to, computer equipment and applicable engineering programs and computer drafting capabilities. (0 to 5 pts)

SPECIAL CONDITIONS OF THE AGREEMENT

1. County's Responsibilities
 - A. The County shall furnish the Contractor a written program or scope of work for the Project. The County's standards for construction, if any, shall be considered a part of the project requirements.
 - B. The County shall furnish required information, approvals, and services as expeditiously as necessary for the orderly progress of the work.
 - C. The County shall prepare and award the construction contract(s) to the lowest responsive bidder whose bid is within the funds available.
 - D. When deemed necessary by the County and the Contractor, the County shall furnish the services of a soils engineer or other related consultant. These services shall include reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, and other tests necessary for determining sub-soil, air and water conditions, with appropriate professional interpretations thereof.

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

2. Basic Services of Contractor

A. General:

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

B. Design Development Phase:

- i. The Contractor shall review with the County the various preliminary alternative studies for design and construction of the project, making recommendations regarding efficiency and effectiveness of the alternatives and key features of each alternative including advantages and disadvantages inherent in the various studies.
- ii. Based upon the mutually agreed upon solution, prepare design development documents consisting of plans, elevations, sections, and other preliminary drawings, and outline specifications, to establish and illustrate the size and character of the entire Project. The design development documents shall describe the materials, type of structure, mechanical and electrical systems, work required, and the equipment to be furnished under the construction contract. A proposed time schedule for the project through completion of construction shall also be provided by the Contractor.
- iii. The final design development drawings shall be prepared in a form and style suitable for presentation and on a medium suitable for reproduction.
- iv. A cost estimate and a detailed time schedule through the completion of construction, projected at time of bid, shall be prepared by the Contractor in a format approved by the County. The estimate shall provide sufficient detail to give reasonable assurance that costs will be within the Maximum Allowable Construction Cost (MACC). The MACC amount will be furnished by the County.
- v. The Contractor shall obtain the County's written approval of the design development phase before proceeding with the construction document phase.

3. Construction Document Phase

- A. The Contractor, in preparation of this phase of work, shall follow in every respect the scope and form of the Project as set forth in the approved design development phase except that changes may be made at the written request of, or with the written consent of the County. Changes requested by the County will be made subject to an agreement for extra services.
- B. Based upon the approved design development documents, the Contractor shall prepare construction documents. These documents shall include construction drawings, specifications, and other documents setting forth in detail the scope of the Project. Such documents shall describe materials, workmanship, finishes, methods of construction, equipment, and the condition affecting the work. The construction documents shall be sufficiently detailed to provide guidance for all divisions of the construction project.
- C. All original construction drawings shall be prepared on Mylar using standard drafting practices and shall be suitable for standard reproduction. Any other technique for drafting or reproduction requires approval from the County. All original construction documents shall become the property of the County.
- D. The Contractor shall submit to the County four (4) sets of completed construction documents, i.e., construction drawings and project manuals, and two (2) copies of the structural, mechanical, electrical, and other calculations required for the project. The Contractor shall also provide a final estimate of probable construction costs, including all anticipated bid alternates, if any, and reflecting current market conditions, seasonal factors, etc., and a final project time schedule through the completion of construction, as projected at time of bid, for the County's review and approval. The Contractor's cost estimate shall include an itemization of proposed bid alternates, if any, and the estimated increase or

decrease in the project cost for each alternate. Approval of the drawings, project manual, calculations, and other documents by the County shall not relieve the Contractor of any responsibility for their completeness and accuracy, or ability to be constructed within available construction funds.

- E. The Contractor shall submit the necessary documents to, and shall obtain design review approval from, the governmental authorities having jurisdiction over the project, for the County.
- F. If the County directs the Contractor to prepare drawings or specifications for change orders, reimbursement shall be made as follows:
 - i. The Contractor's fee for preparation of change order drawings shall be negotiated by the County and the Contractor.
 - ii. Payment will not be made to the Contractor for changes which are required as a result of errors by the Contractor.
- G. Upon completion or termination of this Agreement, the Contractor shall deliver to the County all original drawings and project manuals, including addenda and change order documents, inspection reports, and Contractor-marked reproducible drawings showing as-built changes. If directed by the County, the Contractor shall revise the original drawings showing all changes in the work made during construction. If such request is made, the Contractor shall be compensated in accordance with the preceding paragraph.
- H. Whenever the lowest responsive construction bid exceeds the MACC, the Contractor shall revise the documents when requested by the County in order to bring the construction cost within the MACC. Such document revisions shall follow the steps of the Design Development Phase and the Construction Document Phase, and shall be made at no additional expense to the County. The County in this event agrees to cooperate with the Contractor and permit reasonable and necessary reductions in the scope of the Project. If the Contractor is unable to bring the Project within the MACC, this Agreement shall be terminated.

4. Examination and Audit

- A. The County shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract.
- B. The Contractor agrees to include in any subcontracts under this contract a clause to the effect that the County shall, until 3 years after final payment under the subcontract have access to and the right to examine any of the Subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract.
- C. The periods of access and examination in paragraphs (A) and (B) above for records relating to appeals under the Disputes clause of the General Conditions, litigation or settlement of claims arising from the performance of this contract, or costs and expenses of this contract to which the County has taken exception shall continue until such appeals, litigation, claims, or exceptions are disposed of.
- D. Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price-predeterminable contract, or any combination of these, the Contractor shall maintain--and the County shall have the right to examine and audit--books, records, documents, and other evidence and accounting procedures and practices, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., data bases, applications software, data base management software, utilities, etc.), sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred in performing this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing this contract.
- E. Cost or pricing data. If, pursuant to law, the Contractor has been required to submit cost or pricing data in connection with pricing this contract or any modifications to this contract, the County shall have the

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

- F. Reports. If the Contractor is required to furnish cost, funding, or performance reports, the County shall have the right to examine and audit books, records, other documents, and supporting materials, for the purpose of evaluating the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and the data reported.
- G. Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraphs (D) and (E) above, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any longer period required by statute or other clauses of this contract. In addition:
 - i. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting termination settlement; and
 - ii. Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are disposed of.
 - iii. Except as otherwise provided, the Contractor may transfer computer data in machine readable form from one reliable computer medium to another. The Contractor's computer data retention and transfer procedures shall maintain the integrity, reliability, and security of the original data. The Contractor's choice of form or type of materials described in paragraphs (D), (E), and (F) of this clause affects neither the Contractor's obligations nor Pierce County's rights under this clause.

The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (I), in all subcontracts over \$10,000 under this contract, altering the clause only as necessary to identify properly the contracting parties under the Pierce County prime contract.

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

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

6. Indemnity

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

GENERAL TERMS AND CONDITIONS

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

1. Pierce County expressly reserves the following rights:
 - a. To reject any and/or all irregularities in the proposals submitted.
 - b. To reject any or all proposals or portions thereof.
 - c. To base awards with due regard to quality of services, experience, compliance with specifications, and other such factors as may be necessary in the circumstances.
 - d. To make the award to any vendor or combination of vendors whose proposal(s), in the opinion of the County, is in the best interest of the County.
2. All proposals must be sealed in an envelope or appropriate packaging and addressed as requested in the RFP. The name and address of the vendor must appear on the envelope. The outside must state the RFP title and number and the RFP due date and time.
3. The RFP must be signed with ink by an authorized individual of the company empowered to act in that capacity before a contract will be negotiated.
4. Any proposal or modification received after the hour and date specified may be returned unopened.
5. All documents, reports, proposals, submittals, working papers, or other materials prepared by the Contractor pursuant to this proposal shall become the sole and exclusive property of the County, and the public domain, and not the property of the Contractor. The Contractor shall not copyright, or cause to be copyrighted, any portion of said items submitted to the County because of this solicitation.
6. All of the items mentioned in paragraph 5 above submitted to Pierce County should be printed on recycled paper whenever practicable.

GENERAL CONDITIONS OF PERSONAL SERVICE CONTRACTS

Substantially the following additional provisions will be incorporated into any negotiated contract resulting from this RFP:

1. Scope of Contractor's Services:

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

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

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

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the

express and prior written approval of the Contracting Officer.

4. Labor Standards and Contract Assistance:

The Contractor shall comply with the provisions of Exhibit "C", attached hereto, titled "Contract Compliance for Professional, Technical, Supply or Services".

5. Independent Contractor:

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

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

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

6. No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any Subcontractor or any employee of any Subcontractor by the County at the present time or in the future.

7. Taxes:

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

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

8. Regulations and Requirement:

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

9. Right to Review:

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall

preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

10. Modifications:

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

11. Termination for Default:

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

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

12. Termination for Public Convenience:

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

13. Defense & Indemnity Agreement:

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

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

The following paragraph applies to all work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith:

If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraph of this contract is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees, and (b) the indemnitor or the indemnitor's agents or employees, the indemnity provisions provided for in the preceding paragraph of this contract shall be valid and enforceable only to the extent of the indemnitor's negligence.

14. Insurance Requirements

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

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

Commercial Automobile Liability

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

Commercial General Liability

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

Professional Liability Insurance

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

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

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

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

15. Venue and Choice of Law:

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

16. Withholding Payment:

In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform,

and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and /or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

17. Future Non-Allocation of Funds:

Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

18. Contractor Commitments, Warranties and Representations:

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

19. Patent/Copyright Infringement:

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

- a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes

c. General

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

d. Notice of Potential Claims

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

c. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or Subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County.

22. Confidentiality:

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

23. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the County Purchasing Agent, 615 S. 9th, Tacoma, WA 98405-4674. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

24. Severability:

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

25. Waiver:

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

26. Waiver of Non Competition:

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

27. Survival:

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

28. Entire Agreement:

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "C" CONTRACT COMPLIANCE FOR PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICES REVISED 1/06

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

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

A. MWBE DIRECTORY ASSISTANCE

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

B. EQUAL EMPLOYMENT OPPORTUNITY:

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

1. No person or firm employed by the Contractor shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (29 U.S.C. 621 et seq.), the Equal Pay Act (29 U.S.C. 206(d)), the Rehabilitation Act (29 U.S.C. 791 et seq.), the Americans with Disabilities Act of 1990, or for participating in any stage of administrative or judicial proceedings under those statutes.
2. The Contractor shall take all reasonable steps to ensure that qualified applicants and employees shall have an equal opportunity to compete for advertised or in-house positions for employment. Applicants and employees shall be treated fairly without regard to race, color, religion, sex, age, disability, or national origin. Equitable treatment shall include, but not be limited to employment, upgrading or promotion, rates of pay increases or other forms of compensation, and selection for training or enrollment in apprenticeship programs.

C. CERTIFICATION OF NONSEGREGATED FACILITIES

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

D. SUBMITTAL REQUIREMENTS

1. Certificate of non-segregated facilities: Contractor shall submit with proposal, each subcontractor shall submit when work is sublet.
2. Professional and Technical Workforce Data Form: Contractor is encouraged to submit with proposal, each Subcontractor is encouraged to submit the form when work is sublet.
3. Subcontractors Participation Form: Check the appropriate box indicating the firm who will perform the work of the contract. Submit the completed form with the proposal documents.

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

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

NON-COLLUSION & DEBARMENT AFFIDAVIT

State of Washington, County of _____

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

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

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

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

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

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

SUBCONTRACTORS PARTICIPATION FORM FOR PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICE PSAS

Check appropriate statement below:

- Our firm will perform all contracted scope of work tasks.**
- Our firm will subcontract a portion of the work tasks.** The following firms were contacted and will be utilized in the performance of the work as indicated below.

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

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

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

BY: _____ DATE: _____

TITLE: _____ PHONE: _____

Revised (6/99)

PERSONNEL WORKFORCE DATA FORM

FIRM NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE _____

PROJECT _____

PROJECT # _____

CONTRACT WORK HOURS (if applicable) _____

TYPE OF SERVICE PROVIDED _____

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

OCCUPATION	TOTAL EMPLOYED		TOTAL MINORITY		NATIVE AMERICIAN		ASIAN		BLACK		HISPANIC		APPRENTICE/ TRAINEE	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Management														
Professionals														
Technicians														
Administrative														
Other														
TOTALS														

REQUIRED SIGNATURE PAGE FOR PROPOSAL

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

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

STATE OF _____

COUNTY OF _____

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

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

Signature

Subscribed and sworn before me this ____ day
of _____, 20____.

Printed Name

Notary Public in and for the State of Washington
residing at _____.

Firm

My commission expires _____.

Address

UBI No: _____

(Area Code) Phone

THIS PAGE MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE PROPOSAL.

RFPA&EMASTER.DOC rev. 6/18/2008

ATTACHMENT A – INSURANCE REQUIREMENTS

The Contractor shall procure and maintain during the life of this PSA Commercial General and Professional Liability Insurance with an insurance carrier licensed to do business in the State of Washington that includes but is not limited to operations of Contractor with limits of not less than:

Coverage

Limits of Liability

A. Bodily Injury Liability

Commercial General Insurance

\$2,000,000 each occurrence

\$4,000,000 aggregate

B. Property Damage Liability

Commercial Automobile Liability Insurance

\$1,000,000 each occurrence

The following coverage shall be included in both Primary and Excess Liability contracts:

1. Broad Form Property Damage Coverage	Yes	<u>X</u>	No	_____
2. Blanket Broad Form Contractual	Yes	<u>X</u>	No	_____
3. Stop-Gap Employer's Contingent Liability	Yes	<u>X</u>	No	_____
4. Underground Damage, Collapse, Blasting, or Explosion	Yes	_____	No	<u>X</u>
5. Contractor's Protective	Yes	<u>X</u>	No	_____
6. Personal Injury Liability (Libel, Slander, Defamation)	Yes	<u>X</u>	No	_____
7. Products and Completed Operations	Yes	<u>X</u>	No	_____
8. Nonowned and Hired Car Coverage	Yes	<u>X</u>	No	_____
9. All Risk Builders Risk	Yes	_____	No	<u>X</u>

C. Professional Liability

\$2,000,000 each claim based on an annual aggregate

The Contractor's insurance policies shall also contain a "cross-liability" endorsement substantially as follows:

The inclusion of more than one Insured under this policy shall not affect the rights of any Insured as respects any claim, suit, or judgment made or brought by or for any other Insured or by or for any employee of any Insured. This policy shall protect each Insured in the same manner as though a separate policy has been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount(s) for which the company would have been liable had only one Insured been named. Pierce County shall be named as an additional Insured on the Commercial General Coverage in respect to this Contract, and such insurance as is carried by the Contractor shall be primary (over any insurance carried by Pierce County). The Contractor shall provide a Certificate of Insurance to be approved by Pierce County Risk Management prior to execution of the PSA.

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

In the event of nonrenewal or cancellation of or material change in the coverage required, 30 days written notice will be furnished to Pierce County prior to the date of cancellation, change, or nonrenewal. Such notice to be sent to Pierce County Risk Management, 955 Tacoma Avenue South, Room 303, Tacoma, WA 98402.