

CONTRACT NO. KC-349-22
Professional Services Contract

This Professional Services Contract ("Contract") is between Kitsap County, a Washington state political subdivision, having its principal offices at 614 Division Street, Port Orchard, Washington 98366 ("County") and Rice Fergus Miller, Inc., a Corporation having its principal offices 275 Fifth Street, Suite 100, Bremerton, WA 98337 ("Contractor").

In consideration of the terms and conditions of this Contract, the parties agree as follows:

SECTION 1. TERM AND EFFECTIVE DATE

- 1.1 The Contract will become effective May 10, 2022 and terminate December 31, 2023, unless terminated or extended. The Contract may be extended for additional consecutive terms at the mutual agreement of the parties, not to exceed a total of 3 years. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

SECTION 2. SERVICES

- 2.1. Scope of Work. The Contractor shall provide all "Services" identified in Attachment A: Scope of Work, Compensation, and Contractor's Terms and Conditions, which is incorporated herein by reference. The Contractor shall provide its own equipment, labor, and materials.
- 2.2. Contract. "Contract" means this Contract and any exhibits, amendments, and solicitation documents accepted by the County, and Attachment A: Scope of Work, Compensation, and Contractor's Terms and Conditions, Attachment B: Certification Regarding Debarment, Suspension, and other Responsibility Matters, and Attachment C: Certification Regarding Lobbying. All such documents are incorporated herein in full by this reference.
- 2.3. Personnel. The Contractor shall have and maintain complete responsibility for its Personnel. "Personnel" means Contractor and Contractor's employees, subcontractors, volunteers, interns, agents, and any other person utilized by the Contractor directly or indirectly or through third parties to perform any Services under the Contract. The Contractor shall promptly remove any Personnel performing Services on request from the County Representative.
- 2.4. Standards. The Contractor warrants that i) Contractor has the qualifications, knowledge, experience, skills, and resources necessary to provide all Services; ii) all Services shall be provided by Personnel experienced in their respective fields and in a manner consistent with the standards of care, skill, diligence, and knowledge commonly possessed and exercised by experienced professionals in the same discipline in the same or similar circumstances; and iii) all Services shall be performed to the County's reasonable satisfaction and according to the schedule agreed to by the parties.
- 2.5. Communication. The Contractor shall keep the County informed of the progress of the Services in the manner, method, and intervals requested by the County.

SECTION 3. COMPENSATION AND PAYMENT

- 3.1. Compensation. The maximum amount of compensation paid under the Contract by the County shall not exceed the Fee-for-Service. A description of the compensation is provided in Attachment A: Scope of Work, Compensation, and Contractor's Terms and Conditions, which is incorporated herein by reference.
- 3.2. Invoice. The Contractor will submit one (1) invoice to the County per month for payment of Services completed to date, unless otherwise provided herein. Each invoice shall identify the Services performed, dates performed, and any other information requested by the County.
- 3.3. Payment. The County will make reasonable efforts to pay the Contractor within thirty (30) days from the date the County receives a complete and correct invoice, unless otherwise provided herein. All funds disbursed to the Contractor will be processed by Direct Deposit via Automated Clearing House (ACH), unless otherwise agreed to by the parties.
- 3.4. Insurance/W-9 Compliance. All payments are expressly conditioned upon the Contractor's compliance with all insurance requirements and submission of a current IRS W-9 form to the County. Payments may be suspended in full in the event of noncompliance. Upon full compliance, payments will be released to the Contractor unless otherwise provided herein.
- 3.5. Restrictions. The Contractor will only be entitled to receive payment for Services expressly authorized in the Contract, and received during the Contract term and accepted by the County. The Contractor acknowledges oral requests and approvals of additional services or additional compensation are prohibited and unenforceable. Advance payments are not authorized.

SECTION 4. TERMINATION

- 4.1. For Convenience. The County may terminate the Contract, in whole or in part, without penalty, for any reason or no reason, with ten days prior notice to the Contractor.
- 4.2. For Funding issues. If any funding for Services is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the Contract becomes effective, the County may: (1) accept a decreased price offered by the Contractor; (2) terminate the Contract; or (3) terminate the Contract and re-solicit the requirements.
- 4.3. Termination for Default. The County may immediately terminate the Contract, in whole or part, due to the failure of the Contractor to comply with any Contract term or condition, or to make satisfactory progress in performing the Contract, subject to the provisions of 11.1, or if the County determines the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity. The Contractor shall immediately notify the County if the Contractor becomes suspended or debarred.
- 4.4. Procedures. Upon receipt of notice of termination, the Contractor shall stop all Services as directed in the notice, notify Personnel of the termination date, and minimize further costs. All goods, materials, documents, data, and reports prepared by the Contractor under the Contract shall become the property of, and delivered to, the County on demand. A final payment will be made to the Contractor only for Services performed and accepted by the County through the effective date of termination. No costs incurred after the effective date of the termination will be paid.

SECTION 5. INDEMNIFICATION

- 5.1. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively "Indemnitees") from and against all Claims resulting from or arising out of the performance of the Contract, whether such Claims arise from the acts, errors, or omissions of the Contractor, its Personnel, third parties, or Kitsap County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors, or omissions any of them may be liable. It is the specific intent of the parties that the Indemnitees shall, in all instances, except Claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by the Contractor from and against any and all Claims.
- 5.2. With regard to any Claim against any Indemnitee by any of the Contractor's Personnel, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or Contractor's Personnel under workers compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, the Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) and acknowledges this waiver was mutually negotiated by the parties.
- 5.3. Architectural, Landscape Architectural, Engineering, or Land Surveying Services. Should a court of competent jurisdiction determine the Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and agents, the Contractor's liability hereunder, including the duty and cost to defend, will be only to the extent of the Contractor's negligence.
- 5.4. Claim. "Claim" means all losses, claims, suits, actions, liabilities, damages, demands, judgments, settlements, expenses, fines, or other liabilities of any kind or nature whatsoever, including without limitation, all costs including costs of Claim processing, investigation, reasonable attorneys' fees, and damages, for any personal or bodily injury, sickness, disease, disability, or death, or loss or damage to tangible or intangible business or property, including the loss of use. Claim includes any infringement of copyright, patent, trademark, or other proprietary rights of any third parties arising out of Contract performance or use by the County of materials furnished or work performed under the Contract.

- 5.5. Obligations/Notice of Claim. The County will provide the Contractor notice of the assertion of liability by a third party that may give rise to a Claim by County against the Contractor based on the indemnity contained herein. The Contractor shall respond to the County's tender of defense of a claim in writing within fourteen (14) calendar days from the notice date, and will advise the County if the Contractor accepts or denies tender of the claim. The County may in its discretion withhold all or part of any payment due the Contractor under the Contract until the Contractor responds to such notice. The Contractor shall keep the County timely and fully informed through all stages of the defense and promptly respond to and comply with County's requests for information. The County at all times reserves the right, but has no obligation to participate in the defense and settlement of any Claim. Such participation shall not constitute a waiver of the Contractor's indemnity and defense obligations under the Contract. The Contractor shall not settle or compromise any Claim in any manner that imposes any obligations upon the County without the prior written consent of the County. The Contractor shall promptly advise the County of any occurrence or information known to the Contractor that could reasonably result in a Claim against the County. The violation of any provisions of this Section, including improper refusal to accept tender, is a material breach.

SECTION 6. INSURANCE

- 6.1. Minimum Insurance Required. The Contractor and its subcontractors, if any, shall procure and maintain, until all of the Contract obligations have been fully discharged, including any warranty period, all insurance required in this Section with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than "8", with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in this Section, or the limits available under the policies maintained by the Contractor without regard to the Contract, whichever is greater.
- 6.2. Professional Liability. Not less than \$1,000,000 per claim and \$2,000,000 annual aggregate. Coverage will apply to liability for professional error, act or omission arising out of or in connection with the Contractor's Services under the Contract. The coverage shall not exclude bodily injury, property damage or hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such Services are rendered under the Contract.
- 6.3. Commercial General Liability ("CGL"). Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent contractor liability, and stop gap/employer's liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required herein, without the prior written approval of the County. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by the Contract.
- 6.4. Automobile Liability.
- Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.

Not less than \$100,000 per occurrence and \$300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.

Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.

- 6.5. Umbrella or Excess Liability. The Contractor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest "Each Occurrence" limit for either CGL or Automobile Liability. The Contractor agrees to an endorsement naming the County as an additional insured as provided in this Section, unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- 6.6. Workers' Compensation and Employer Liability. If applicable, the Contractor shall maintain workers' compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Contractor's Personnel eligible for such coverage. If the Contract is for over \$50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than \$1,000,000.
- 6.7. Primary, Non-Contributory Insurance/Subcontractors. The Contractor's and its subcontractors' insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the County will be excess and not contributory to such insurance policies. All Contractor's and its subcontractors' liability insurance policies must be endorsed to show as primary coverage. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein.
- 6.8. Review of Policy Provisions. Upon request, the Contractor shall provide a full and complete copy of all requested insurance policies to the County. The County reserves the right without limitation, but has no obligation to revise any insurance requirement, or to reject any insurance policies that fail to meet the requirements of the Contract. The County also has the right, but no obligation to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. The County has the right to request and review the self-insurance retention limits and deductibles, and the Contractor's most recent annual financial reports and audited financial statements, as conditions of approval. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver, of its obligation to maintain all the required insurance at all times as required herein.
- 6.9. Waiver of Subrogation. In consideration of the Contract award, the Contractor agrees to waive all rights of subrogation against the County, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should the Contractor enter into a waiver of subrogation on a pre-loss basis.

- 6.10. Additional Insured, Endorsement and Certificate of Insurance. All required insurance coverage, other than the workers' compensation and professional liability, shall name the County, its elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by Contractor and its subcontractors. Endorsement is not required if the Contractor is a self-insured government entity, or insured through a government risk pool authorized by Washington State.

The Certificate of Insurance and endorsement shall identify the Contract number and shall require not less than thirty (30) days' prior notice of termination, cancellation, nonrenewal or reduction in coverage. At the time of execution, the Contractor shall provide the Certificate of Insurance, endorsement, and all insurance notices to: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, Washington 98366.

- 6.11. General. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees, or agents. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer's liability.
- 6.12. Claims-Made. If the Contractor's liability coverage is written as a claims-made policy, the Contractor shall purchase an extended-reporting period or "tail" coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Contract.

SECTION 7. NOTICE AND CONTRACT REPRESENTATIVES

- 7.1. Any notices, demands and other communications required by the Contract will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Contract Representative at the address below. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three (3) days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day. Each party will designate a "Contract Representative", which may be changed by providing fifteen (15) days prior notice to the other party.

County's Contract Representative

Name: Kirsten Jewell
Title: Housing and Homelessness Division Manager
Address: 345 6th Street, Suite 400, Bremerton, WA 98337
Phone: (360) 979-6027
Email: kjewell@kitsap.gov

Contractor's Contract Representative

Name: Greg Belding
Title: Principal

Address: 275 Fifth Street, Suite 100, Bremerton, WA 98337
Phone: (360) 377-8773
Email: gbelding@rfmarch.com

SECTION 8. AMENDMENTS, SUBCONTRACTS, INDEPENDENT CONTRACTOR

- 8.1. Amendment. No amendment or modification to the Contract will be effective without the prior written consent of the authorized representatives of the parties.
- 8.2. Successors and Assigns. To the extent permitted by law, the Contract is binding on the parties' respective partners, successors, assigns, executors, and legal representatives.
- 8.3. Assignments. Except with the prior written consent of the other party, each party shall not assign or transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law any right, duty, obligation, or remedy under the Contract. Any purported assignment or transfer in violation of this section shall be void.
- 8.4. Subcontracts. The Contractor shall provide the County a list of all subcontractors and the subcontractors' proposed responsibilities. "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or service for the performance of the Contract. All subcontracts shall incorporate by reference the terms and conditions of this Contract. The Contractor is solely responsible for the performance and payment of its subcontractors.
- 8.5. Independent Contractor. Each party under the Contract shall be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Contractor shall have complete responsibility and control over its Personnel. Neither the Contractor nor its Personnel shall be, or be deemed to be, or act or purport to act, as an employee, agent or representative of the County. The Contractor and its Personnel shall have no County employee-type benefits of any kind whatsoever, including without limitation, insurance, pension plan, vacation pay or sick pay, or other right or privilege afforded to County employees. The Contractor and its Personnel shall be responsible for payment of all insurance, taxes, and benefits.

SECTION 9. OWNERSHIP, CONFIDENTIAL INFORMATION AND BREACH

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

- 9.2. Confidential Information/Breach. The Contractor shall ensure that all personal identifying information, financial information, and other information submitted or made available to the Contractor by, or on behalf of, the County, or acquired or developed by the Contractor in the performance of the Contract (unless publicly available) is kept confidential, secured, and protected to prevent unauthorized access. Such information will be utilized by the Contractor solely as necessary for the performance of Services under the Contract and not made available to any other person without the County's prior written consent. In the event of unauthorized access or other security breach, the Contractor shall immediately notify the Contract Representative and shall at its sole expense comply with all requirements of RCW 19.255.010, in effect at any given time. Upon expiration or termination of the Contract, all confidential information shall be returned to the County or destroyed at the County's discretion.

SECTION 10. REPRESENTATIONS AND RECORDS

- 10.1. No Fee. The Contractor certifies it has not received, nor paid or agreed to pay, another person or entity, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract.
- 10.2. Licenses, Permits and Taxes. The Contractor shall, at its own expense, have and maintain all licenses, registrations, permits, and approvals necessary for the performance of the Contract, including without limitation, registration with the Washington State Department of Revenue. The Contractor shall pay all fees (including licensing fees) and applicable federal, state, and local taxes.
- 10.3. Compliance. The Contractor and its Personnel, and the Services provided by the Contractor and its Personnel, shall comply with all applicable laws, codes, and standards in effect at any given time regardless as to whether such laws are referred to by the County. If required for the Services provided, the Contractor and its Personnel shall submit to a background check as directed by the County.
- 10.4. Nondiscrimination. The Contractor and its Personnel shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of the Contract.

- 10.5. Public Records. The Contractor agrees that the Contract and all records associated with the Contract shall be available to the County for inspection and copying by the public pursuant to the Public Records Act, Chapter 42.56 RCW ("Act"). If the County determines that records in the custody of the Contractor are needed to respond to a request under the Act, the Contractor shall make all such records promptly available to the County at no cost to the County. With the exception of the Contract, if the Contractor considers any portion of any record, electronic or hard copy, to be protected from disclosure under the Act, the Contractor shall clearly identify all specific information it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy proprietary information that has been identified by the Contractor as protected from disclosure and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligation will be to make a reasonable effort to notify the Contractor of the request and the date that such protected information will be released unless the Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County will not be liable to the Contractor for releasing records pursuant to the Act.
- 10.6. Advertising, Logo. The Contractor shall not use, advertise, or promote for commercial benefit information concerning the Contract or use any trade name, trademark, or logo of the County, without the County's prior written consent.
- 10.7. Audit and Record Retention. The Contractor and its Personnel shall retain all books, documents, and records relating to performance of the Contract and Services provided in connection with this Contract for six (6) years after completion of the Contract or longer if requested by the County. All records shall be subject to inspection and audit by the County. Upon request, the Contractor shall promptly make available to the County a legible copy of all books, documents, and records at no cost to the County.

SECTION 11. RIGHTS AND REMEDIES

- 11.1. Failure to Perform. If County determines the Contractor has failed to perform any material obligation of the Contract, and such failure has not been cured within ten (10) days' following notice from the County, the County may without penalty, in its discretion, withhold all monies due the Contractor until such failure is cured to the reasonable satisfaction of the County.
- 11.2. Right of Assurance. If the County in good faith has reason to believe the Contractor does not intend, or is unable to perform, or continue performing under the Contract, the County may demand in writing that the Contractor give a written assurance of intent to perform. Should the Contractor fail to provide adequate assurance to the reasonable satisfaction of the County, by the date specified the demand, the County may terminate all or part of the Contract and pursue all other rights and remedies available at law and in equity.

- 11.3. Responsibility for Errors. All Services shall be completed to the reasonable satisfaction of the County and as required herein. Upon request, the Contractor shall provide any clarifications and/or explanations regarding any Services provided as required by the County, at no additional cost to the County. In the event of an error or omission under the Contract, the Contractor shall, at no cost to the County, provide all necessary design drawings, estimates, and all other professional services the County deems necessary to rectify and correct the matter to the satisfaction of the County. The Contractor shall continue to be responsible for the accuracy of Services, even after the Work is accepted by the County and the termination or expiration of the Contract.
- 11.4. Remedies. All County rights and remedies under the Contract are in addition to, and shall in no way limit, any other rights and remedies that may be available to the County at law and in equity.
- 11.5. Right of Off-Set; Reimbursement. The County will be entitled to offset against any sums due the Contractor and to reimbursement from the Contractor for any damages, expenses, or costs incurred by the County due to the Contractor's nonconforming performance or failure to perform the Services under the Contract.
- 11.6. Waiver. Either party's failure to insist upon the strict performance of any provision of the Contract, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any right or remedy under the Contract unless expressly so agreed in writing by an authorized representative.
- 11.7. Breach. In the event of a material breach by the Contractor, the County may procure, on terms and in the manner that it deems appropriate, Services to replace those under the Contract. The Contractor shall be liable to the County for any and all costs, expenses, penalties, and fees incurred by the County in procuring such Services in substitution for those due from the Contractor under the Contract.

SECTION 12. GOVERNING LAW, DISPUTES

- 12.1. Governing Law; Venue. The Contract will be governed in all respects by the laws of the State of Washington, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.
- 12.2. Disputes. Conflicts and disagreements between the parties related to the Contract will be promptly brought to the attention of the County. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County's Contract Representative. All decisions of the County's contract Representative are considered final; however, nothing herein prohibits either party from seeking judicial relief.

SECTION 13. PREVAILING WAGE

Does Not Apply

SECTION 14. GENERAL PROVISIONS

- 14.1. Implied Contract Terms. Each provision of law and any terms required by law to be in the Contract are made a part of the Contract as if fully stated in it.

- 14.2. Headings/Captions. Headings and captions used are for convenience only and are not a part of the Contract and do not in any way limit or amplify the terms and provisions hereof.
- 14.3. No Party the Drafter. The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.
- 14.4. No Third Party Beneficiary. No provision of the Contract is intended to, nor will it be construed to, create any third party beneficiary or provide any rights or benefits to any person or entity other than the County and the Contractor.
- 14.5. Severability. If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 14.6. Counterparts. The Contract may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
- 14.7. Non-Exclusive Contract. The County may at its discretion enter into multiple agreements to obtain the same or similar services that are the subject of this Contract or may have its own employees perform the same or similar services contemplated by the Contract.
- 14.8. Survival. Those provisions of this Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, without limitation: Sections 5 (Indemnification), 6 (Insurance), 8.5 (Independent Contractor), 9 (Ownership, Confidential Information and Breach), 11 (Rights and Remedies), 12 (Governing Law, Disputes), and 14 (General Provisions).
- 14.9. Entire Agreement. The parties acknowledge the Contract is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by the Contract.
- 14.10. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Contract on behalf of the party for whom they sign.

Dated this 23 day of June, 2022.

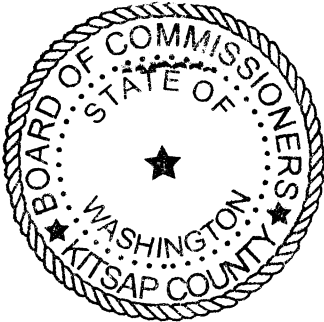
RICE FERGUS MILLER, INC.



Greg Belding,
Principal

DATED or ADOPTED this 27th day of June, 2022.

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**



E E Wolfe

EDWARD E. WOLFE, Chair

Charlotte Garrido

CHARLOTTE GARRIDO, Commissioner

Robert Gelder

ROBERT GELDER, Commissioner

ATTEST:

Dana Daniels

Dana Daniels, Clerk of the Board

ATTACHMENT A

SCOPE OF WORK, COMPENSATION, AND CONTRACTOR'S TERMS AND CONDITIONS

RICEfergusMILLER

ARCHITECTURE INTERIORS PLANNING VIZLAB

275 Fifth Street, Suite 100
Bremerton, WA 98337
Phone: (360) 377-8773
rfmarch.com

Authorization to Begin Design Services

Date: May 10, 2022
Project: Mile Hill Temporary Housing Facility
Project No.: 2021056.01

This document constitutes an interim working agreement and authorizes Rice Fergus Miller, Inc. to begin design services for the Owner of the project. The scope of the services and fee authorized by this document are listed below. A Kitsap County Professional Services Agreement, with details of the specific scope of services (provided in Rice Fergus Miller's original fee proposal letter along with any attachments or amendments), will be completed by Rice Fergus Miller and Kitsap County. Services under this Authorization to Begin Design Services will be performed and invoiced on an hourly basis at Rice Fergus Miller's current standard hourly rates. No construction document or construction contract administration services will be performed under this Authorization. The attached Terms of Agreement are incorporated by reference into this agreement.

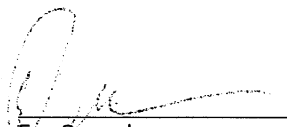
Owner:
Kitsap County Department of Human Services
Housing and Homelessness Division
Port Orchard, WA 98366-7286

Authorized Representative:
Doug Washburn and Kirsten Jewell

Project Description:
Design of a new Kitsap County temporary residential housing facility.

Scope of Services Authorization:
Conditional Use Permit(CUP) services

Maximum Compensation of this Authorization: Hourly to a maximum of \$25,000.00


For Owner by
Doug Washburn, Director

5/10/22
Date


for Rice Fergus Miller, Inc. by

5/10/22
Date

Attachments: RFM Terms Of Agreement

RICE/fergusMILLER

ARCHITECTURE INTERIORS PLANNING VIZLAB

275 Fifth Street, Suite 100
Bremerton, WA 98337
Phone: (360) 377-8773
rfmarch.com

Terms of Agreement for Design Services

Date of Agreement: May 10, 2022

Project: Mile Hill Temporary Housing Facility - ATB

Project No.: 2021056.02

I. COMPENSATION

Compensation for Professional Services is billed as an hourly service or percentage of project completion. Compensation for Additional Services shall be billed on an hourly basis according to the billing rate schedule below, or as agreed to prior to the commencement of the services.

II. 2022 HOURLY BILLING RATES

Principal in Charge:	\$ 190.00 - \$ 275.00
Senior Planner:	\$ 175.00 - \$ 275.00
Project Manager:	\$ 130.00 - \$ 190.00
Project Architect:	\$ 120.00 - \$ 190.00
Project Designer:	\$ 115.00 - \$ 190.00
Staff Architect:	\$ 125.00 - \$ 160.00
Staff Designer:	\$ 115.00 - \$ 155.00
Interior Designer:	\$ 100.00 - \$ 170.00
Technical Designer:	\$ 95.00 - \$ 155.00
Production Support:	\$ 85.00 - \$ 155.00
Graphics Visualization Staff:	\$ 120.00 - \$ 140.00
Project Coordinator:	\$ 140.00
Administrative Support Staff:	\$ 90.00 - \$ 140.00

The rates and multiples set forth above shall be annually adjusted in accordance with normal salary review practices of Rice Fergus Miller, Inc.

III. CONSULTANTS

The costs of consultants and subcontractors for model construction, artist's renderings, etc., when required and authorized by the Owner, shall be billed at a markup of twelve percent (12%) the expenses incurred by Rice Fergus Miller, Inc.

IV. REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for professional services and include printing and reproduction; film and processing; CAD plotting; long distance telephone charges; postage, express delivery, and courier charges; transportation and parking; and automobile use. Except as noted above, reimbursable expenses shall be billed at a markup of twelve percent (12%) the expenses incurred by Rice Fergus Miller, Inc., to cover taxes, insurance, and administrative costs.

Terms of Agreement for Design Services
May 10, 2022
Page 2 of 2

HZ V. INVOICING AND PAYMENTS

Invoices shall be rendered monthly for services and for reimbursable expenses incurred during the preceding month. Services shall be billed on an hourly basis. Payments are due and payable upon receipt of the invoice by the Owner. Failure of the Owner to notify the Architect in writing of any disputes with the amount of any monthly invoices within thirty (30) days of receipt by the Owner shall be considered acceptance of those invoices for payment under this agreement. Amounts unpaid thirty (30) days after the date of the invoice shall bear interest at the rate of one and one-half percent (1-1/2%) per month, or the maximum amount allowed by law, whichever is less. In addition, Rice Fergus Miller, Inc. may, after giving written notice to the Owner, suspend services until all amounts due are paid in full, and the Owner shall indemnify, defend and pay any claims and expenses incurred by Rice Fergus Miller, Inc. resulting from such work stoppage and expenses from collection of amounts past due.

Articles V and VI
removed from contract
Hope Zorrozua
Rice Fergus Miller

HZ VI. OTHER CONDITIONS

1. **Limitation of Liability:** The Owner and Rice Fergus Miller, Inc. have discussed the risks, rewards and benefits of the project and Rice Fergus Miller, Inc.'s total fee for services. The risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, Rice Fergus Miller, Inc.'s total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of Rice Fergus Miller, Inc.'s total fee for services rendered on this project.
2. **Ownership of Documents:** The Owner acknowledges Rice Fergus Miller, Inc.'s documents as Instruments of Professional Service. All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media, prepared by Rice Fergus Miller, Inc. as Instruments of Professional Service shall remain the property of Rice Fergus Miller, Inc. In the event the Owner uses these Instruments of Professional Service without retaining Rice Fergus Miller, Inc. as the author of the Instruments of Service, the Owner releases Rice Fergus Miller, Inc. and their consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless Rice Fergus Miller, Inc. and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service.

EW
Owner Initial

5/20/22
Date



275 Fifth Street, Suite 100 Bremerton, WA 98337
(360) 377-8773 rfmarch.com

May 4, 2022 -Revised May 27, 2022

Doug Washburn and Kirsten Jewell
Kitsap County Department of Human Services
Housing and Homelessness Division
Port Orchard, WA 98366-7286

Re: Mile Hill Temporary Housing Facility
RFM Project Number: 2021056.01

Dear Doug and Kirsten,

Rice Fergus Miller is pleased to present the following Letter of Proposal to provide professional architectural design services for the Mile Hill Temporary Housing Facility located in Port Orchard, WA.

I. Project Description

Design of a new Kitsap County temporary residential housing facility. This future facility will operate on property purchased by Kitsap County with the site address of 4459 SE Mile Hill Drive in Port Orchard, WA. The existing 20,000 square-foot facility (former fitness center) will be renovated into a temporary housing facility (75 beds, minimum).

II. Scope of Services

Included in our scope, though not explicitly called out in Deliverable/Project Management table below are the following:

- Site design of the ADA additions shown in the feasibility study, and inclusion of an ADA consultant if required
- Review of the Feasibility Study already performed by RFM (the feasibility work focused on the building and not land-use, and this review will take place during the Schematic Design Phase)

Additional Services, in addition to those listed in the proposal letter, would include responding to conditions that are the result of the ACUP process as those are undefined at this point. Any additional service would only be performed through authorization by Kitsap County and as provided in the contract between Owner and Architect.

The table below outlines the Deliverables and Project Management (and design documentation) services included in our scope of design services.

Letter of Proposal
 Kitsap County Department of Human Services
 May 4, 2022 – Revised May 27, 2022
 Page 2

DELIVERABLES	PROJECT MANAGEMENT
<p><u>Administrative Conditional Use Permit (ACUP)</u></p> <p>ACUP Application Documents to Include:</p> <ul style="list-style-type: none"> • Project Narrative (KC w/RFM assist) • Architectural Site Plan (RFM) • Building Floor Plan (RFM) • Building Elevations (RFM) • Landscape Plan (Lyon) • Storm Water Report (NLO) • Water Availability (NLO) • Sewer Availability (NLO) • SEPA Checklist (KC w/Design Team assist) • Parking Analysis (Heath) • Concurrency Test (Heath) • Cost Estimate (not required for CUP application) 	<p>4 weekly Check-in meetings (30 minutes max)</p> <ul style="list-style-type: none"> • Report on status of individual team tasks <p>3 Project team meetings (2 hours max)</p> <ul style="list-style-type: none"> • Review schedule, scope, and budget • Address design and permitting issues • Meetings to include owner and design team <p>Coordination of consultant and team application documents.</p> <p>Contract management</p> <p>Review of the Cost Estimate against original cost proposal from Korsmo Construction</p> <p>Attend one public hearing</p> <p>Email/phone correspondence with Kitsap County</p>
<p><u>Site Development Activity Permit (SDAP)</u></p> <p>SDAP Documents:</p> <ul style="list-style-type: none"> • Architectural Site Plan (RFM) • Building Floor Plan (RFM) • Building Elevations (RFM) • Civil Engineering Construction Drawings <ul style="list-style-type: none"> - Grading and Paving Plan - Utility Plan - Stormwater Plan - Site Details - Stormwater Report • Landscape Architecture Plans 	<p>3 Project team meetings (2 hours max)</p> <ul style="list-style-type: none"> • Review schedule, scope, and budget • Address design and permitting issues • Meetings to include owner and design team <p>Coordination of consultant and team application documents.</p> <p>Design and Documentation of the Work</p> <p>Email/phone correspondence with Kitsap County</p>
<p><u>Schematic Design (SD)</u></p> <p>SD Documentation</p> <ul style="list-style-type: none"> • Cover Sheet 	<p>Upon approval of the ACUP and/or direction from Kitsap County RFM will begin the SD Process</p> <p>3 Project team meetings (2 hours max)</p>

Letter of Proposal
 Kitsap County Department of Human Services
 May 4, 2022 – Revised May 27, 2022
 Page 3

<ul style="list-style-type: none"> • Revised Code Analysis Sheet • Revised Architectural Site Plan • 30% Building Floor Plan • 30% Reflected Ceiling Plan • 30% Roof Plan • Exterior Elevations showing initial scope of any repair work • Preliminary Structural Plans • Preliminary Mechanical Plan • Preliminary Plumbing Plan • Preliminary Building and Site Electrical Plan • Design Narrative/Outline Specification 	<ul style="list-style-type: none"> • Review schedule, scope, and budget • Address design and permitting issues • Meetings to include owner and design team <p>Coordination of consultant and team documents.</p> <p>Design and Documentation of the Work</p> <p>3 Other meetings to handle process, funding, etc.</p> <p>Email/phone correspondence with Kitsap County</p>
<p><u>Design Development (DD)</u></p> <p>DD Documentation</p> <ul style="list-style-type: none"> • Cover Sheet • Revised Code Analysis Sheet • Revised Architectural Site Plan • 60% Demolition Floor Plan • 60% Demolition Reflected Ceiling Plan • 60% Roof Plan • 60% Exterior Elevations • 60% Floor Finish Plan/Finish Schedule • 60% Interior Elevations • 60% Mechanical Plans • 60% Plumbing Plans • 60% Electrical Plans • Cost Estimate 	<p>Upon Kitsap County approval of the SD documents, RFM will begin the DD process</p> <p>4 Project team meetings (2 hours max)</p> <ul style="list-style-type: none"> • Review schedule, scope, and budget • Address design and permitting issues • Meetings to include owner and design team <p>Coordination of consultant and team application documents.</p> <p>Design and Documentation of the Work</p> <p>Review of 60% Cost Estimate and recommendations (if needed) to bring the project into budget alignment</p> <p>3 Other meetings to handle process, funding, etc.</p> <p>Email/phone correspondence with Kitsap County</p>
<p><u>Construction Documents (CDs)</u></p> <p>CD Documentation</p> <ul style="list-style-type: none"> • Cover Sheet • Revised Code Analysis Sheet • Revised Architectural Site Plan • Architectural Site Details • Complete Civil Construction Documents 	<p>Upon Kitsap County approval of the DD documents, RFM will begin the CD process</p> <p>Review</p> <p>4 Project team meetings (2 hours max)</p> <ul style="list-style-type: none"> • Review schedule, scope, and budget • Address design and permitting issues • Meetings to include owner and design team

Letter of Proposal
 Kitsap County Department of Human Services
 May 4, 2022 – Revised May 27, 2022
 Page 4

<ul style="list-style-type: none"> • Complete Landscape Construction Documents • Demolition Floor Plan • Demolition Reflected Ceiling Plan • Demolition Roof Plan • Floor Plan • Reflected Ceiling Plan • Roof Plan • Exterior Elevations • Exterior Details (Roof and any exterior repair) • Interior Elevations • Openings Schedule (Doors and Windows) • Hardware Schedule • Interior Architectural Details • Floor Finish Plan/Finish Schedule • Complete Structural Construction Drawings • Complete Mechanical Construction Drawings • Complete Plumbing Construction Drawings • Complete Electrical Construction Drawings • Project Manual including technical specifications, and assistance completing Kitsap County provided Division 0 and 1 specifications • Complete WSEC Documentation • 90% Cost Estimate 	<p>Coordination of consultant and team application documents.</p> <p>Design and Documentation of the Work</p> <p>3 Other meetings to handle process, funding, etc. Review of 90% Cost Estimate and recommendations (if needed) to bring the project into budget alignment</p> <p>Email/phone correspondence with Kitsap County</p>
<p><u>Bidding and Permitting</u></p> <ul style="list-style-type: none"> • Up to (1) addendum to the bid documents 	<p>Upon Kitsap County approval of the CDs, RFM will begin the Permitting and Bidding process</p> <p>Assistance in completing building permit applications and electronic submittal of the permit package</p> <p>Answer Contractor Questions During Bidding</p> <p>Publication of (1) Addendum to the Bid Package</p>

Letter of Proposal
 Kitsap County Department of Human Services
 May 4, 2022 – Revised May 27, 2022
 Page 5

	Scope does not include writing an RFP for the bidding process.
<p><u>Construction Administration and Closeout</u></p> <ul style="list-style-type: none"> • Deliverable will be limited to documents outlined under the Project Management column 	<p>Upon Kitsap County approval of General Contractor and completion of Owner/Contractor Agreement RFM will participate in the construction administration process.</p> <p>Attend preconstruction meeting with Owner and General Contractor</p> <p>Attend regular (usually weekly) construction meetings. Assume 8-month construction time with one on-site meeting per month and virtual meetings between.</p> <p>Respond to Contractors RFI's</p> <p>Review Contractor pay applications</p> <p>Review contractor submittals – includes initial review, and review of one submittal. Additional re-submittals will be an additional service</p> <p>Attend a punch walk at substantial completion and attend (1) follow up back punch walk.</p> <p>Review contractor's close out documentation</p>

Rice Fergus Miller will retain the following consultants for this scope of work:

- | | |
|-----------------------|---------------------------|
| • Civil Engineer | NL Olson & Associates |
| • Cost Estimator | RLB |
| • Landscape Architect | Lyon Landscape Architects |
| • MEP Engineer | Sider & Byers |
| • Structural Engineer | WSW Engineering |
| • Traffic Engineer | Heath and Associates |
| • Wetland Biologist | Ecological Land Services |

III. Additional Services

The following services, though they could be provided by RFM, are not included in our Scope of Basic Services and, if requested, will be billed as Additional Services.

- | | |
|--|-----------------------------------|
| • Additional meetings | • Photo Realistic Renderings, 3-D |
| • Attending Public Hearings | • Physical Modeling |
| • Responding to Conditional Use Permit Requirements. | • Marketing Materials, collateral |
| | • Photography |

Letter of Proposal
 Kitsap County Department of Human Services
 May 4, 2022 – Revised May 27, 2022
 Page 6

- Branding
- Design Review Board approval
- Owner’s Board Approval
- Additional Consultants
 - Lighting Design
 - Energy Modeling
 - A/V, IT, Security/Access and Telecommunications
 - Building Envelope
- Owner Requested Changes to the Drawings
- Owner Requested Schedule Extensions
- Contractor or Consultant team change
- Re-Bid at Owner’s Option
- LEED or other certification’s required planning & documentation
- FF & E Design & Specifications
- Purchasing and/or Installation Support
- Record Drawings to verify existing conditions
- Phased Occupancy
- Post Occupancy Services
- Fast Track Project

IV. Owner Responsibilities

It is our understanding that Kitsap County Department of Human Services will provide full information, including a program, setting forth its design objectives, constraints and criteria; a legal description and certified land survey showing boundary and topography of the site; dimensioned drawings describing all existing improvements; and the services of soil engineers, hazardous materials surveyors, or other consultants when such services are deemed to be necessary.

V. Schedule

2022 MAY – 2022 JUN	ACUP
2022 JUN – 2022 AUG	SDAP
2022 AUG – 2022 NOV	Building Design
2022 DEC – 2023 JAN	Bidding and Permitting
2023 FEB – 2023 SEP	CA

VI. Compensation

For the Basic Services outlined above, compensation shall be a Fixed Fee, plus reimbursable expenses, plus any applicable tax, and is broken down as follows:

Administrative Conditional Use Permit (ACUP):

Architecture	\$15,500
Civil Engineering	\$28,000
Cost Estimating	\$2,901
Environmental	\$3,920
Landscape	\$3,920
<u>Traffic Engineering</u>	<u>\$9,856</u>
Total	\$64,097

Site Development Activity Permit (SDAP):

Letter of Proposal
 Kitsap County Department of Human Services
 May 4, 2022 - Revised May 27, 2022
 Page 7

Architecture	\$9,500
Civil Engineering	\$39,200
<u>Landscape</u>	<u>\$1,680</u>
Total	\$50,380

Building Design (SD):	
Architecture	\$31,000
MEP Engineering	\$20,160
<u>Structural Engineering</u>	<u>\$1,680</u>
Total	\$52,840

Building Design (DD):	
Architecture	\$55,000
Cost Estimating	\$4,144
<u>MEP Engineering</u>	<u>\$24,640</u>
Total	\$83,784

Building Design (CD):	
Architecture	\$121,000
Cost Estimating	\$5,376
MEP Engineering	\$44,800
Landscape	\$7,840
<u>Structural Engineering</u>	<u>\$2,240</u>
Total	\$181,256

Bidding and Permitting:	
Architecture	\$6,000
Civil Engineering	\$16,800
MEP Engineering	\$2,240
<u>Landscape</u>	<u>\$1,680</u>
Total	\$26,720

Construction Administration/ Closeout:	
Architecture	\$121,000
Civil Engineering	\$5,600
MEP Engineering	\$28,000
Landscape	\$3,360
<u>Structural Engineering</u>	<u>\$1,680</u>
Total	\$159,640

Grand Total: \$618,717

Additional Services, when requested, will be billed on an hourly basis at our standard hourly rates, as listed in the attached Hourly Billing Rate Sheet, or as agreed to prior to commencement of the Additional Services.

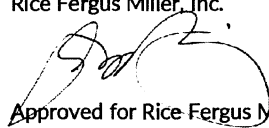
Letter of Proposal
Kitsap County Department of Human Services
May 4, 2022 - Revised May 27, 2022
Page 8

VII. Summary

Thank you for the opportunity to propose on your project. We look forward to discussing our proposal further and working with you.

Sincerely,
Rice Fergus Miller, Inc.

Authorized for Owner by:


Approved for Rice Fergus Miller by,
Greg Belding, Principal

Name Title

Attachments: Hourly Billing Rates

RICEfergusMILLER

ARCHITECTURE INTERIORS PLANNING VIZLAB

275 Fifth Street, Suite 100
Bremerton, WA 98337
Phone: (360) 377 8773
rfmarch.com

2022 Hourly Billing Rates

Date of Proposal: May 4, 2022
Project: Mile Hill Temporary Housing Facility
Project No.: 2021056.01

The hourly billing rates shall be annually adjusted in accordance with normal salary review practices of Rice Fergus Miller.

Principal in Charge:	\$ 190.00 - \$ 275.00
Senior Planner:	\$ 175.00 - \$ 275.00
Project Manager:	\$ 130.00 - \$ 190.00
Project Architect:	\$ 120.00 - \$ 190.00
Staff Architect:	\$ 125.00 - \$ 160.00
Project Designer:	\$ 115.00 - \$ 190.00
Staff Designer:	\$ 115.00 - \$ 155.00
Interior Designer:	\$ 100.00 - \$ 170.00
Technical Designer:	\$ 95.00 - \$ 155.00
Production Support:	\$ 85.00 - \$ 155.00
Graphics Visualization:	\$ 120.00 - \$ 140.00
Project Coordinator:	\$ 140.00
Administrative Support Staff:	\$ 90.00 - \$ 140.00

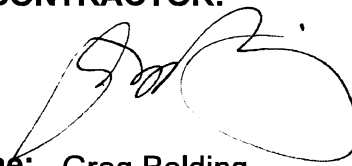
**ATTACHMENT B: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

Primary Covered Transactions 45 CFR 76

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principles:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charges by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This Certification is executed by the person(s) signing below who warrant they have authority to execute this Certification.

CONTRACTOR:



Name: Greg Belding

Title: Principal

Date: 6/23/22

ATTACHMENT C: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and believe, that:


(1) 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.

(2) 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.

(3) 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 subrecipients 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.

Rice Fergus Miller, Inc.
Contractor Organization



Signature of Certifying Official

6/23/22

Date

Search

All Words



e.g. 1606N020Q02

Select Domain
All Domains





Filter By




Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

Any Words 

All Words 

Exact Phrase 

e.g. 1606N020Q02

debarment



Federal Organizations

Rice Fergus Miller




No results found



Active

Inactive

Reset 


Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name: Principal: From: To:

WA UBI Number: RCW:

License Number: Penalty Due: Wage Due:



Showing 0 records

Company Name	UBI	License	Principals	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
There are no records that match your search criteria.									

Showing 0 records

AS OF 06/10/2022