



**REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR
No.2021-47 Fishers Landing Employee Area and
Rose Besserman Room Refresh Project**

October 1, 2021

PRE-SUBMITTAL SITE VISIT:

Monday, October 11, 2021, 11:30 a.m. to 12:30 p.m.

3510 SE 164th Avenue

Vancouver, WA 98683

*COVID-19 safety protocols require all Site Visit participants to wear masks. It is also suggested that participants come with safety vests, if possible.

QUESTIONS DUE:

October 15, 2021, at 5:00 p.m.

SUBMITTALS DUE:

October 25, at 3:00 p.m.

10600 NE 51st Circle

Vancouver WA 98682

CONTACT:

Procurement@c-tran.org

TABLE OF CONTENTS

1	GENERAL INFORMATION	1
1.1	INTRODUCTION	1
1.2	AGENCY BACKGROUND	1
1.3	ANTICIPATED RSOQ EVALUATION SCHEDULE	2
1.4	REIMBURSEMENT	2
1.5	STATEMENT OF QUALIFICATIONS BECOME PUBLIC RECORDS	2
1.6	NONDISCRIMINATION	3
1.7	PROCUREMENT PROTEST PROCEDURE	3
2	GENERAL REQUIREMENTS	5
2.1	INQUIRIES ON RSOQ	5
2.2	SUBMITTAL OF STATEMENTS OF QUALIFICATIONS	5
2.3	ADDENDA TO RSOQ	6
2.4	VALIDITY PERIOD	7
3	SCOPE OF SERVICES REQUIRED	8
3.1	PROJECT DESCRIPTION	8
3.2	SCOPE OF WORK	8
3.3	TIME OF COMPLETION	11
4	SUBMITTAL REQUIREMENTS	12
4.1	GENERAL REQUIREMENTS	12
4.1.1	Cover Letter	12
4.1.2	Contract Exceptions	12
4.1.3	Required Forms	13
4.2	Technical Response	13
4.2.1	Quality and Responsiveness to Request for Qualifications	13
4.2.2	Firms Qualifications and Experience	13
4.2.3	Proposed Design and Engineering Professional's Experience and Qualifications	14
4.2.4	Project Approach and Understanding	14
5	EVALUATION CRITERIA	15
5.1	Scoring Process	15
5.2	Interviews	15
5.3	Negotiations	16

6 ATTACHMENTS: REQUIRED CONTRACT CERTIFICATIONS, CLAUSES, AND OTHER INFORMATION.....	18
Attachment A-1.....	19
Attachment A-2.....	20
Attachment A-3.....	22
Attachment A-4.....	23
Attachment B.....	24

1 GENERAL INFORMATION

1.1 Introduction

The Clark County Public Transportation Benefit Area (dba C-TRAN) is requesting submittals from firms interested in providing design and engineering services for a tenant improvement project located at 3510 SE 164th Avenue, Vancouver, WA 98683. The agency is seeking a qualified firm to provide design services and related documentation to support procurement efforts necessary for the completion of the project tasks.

This Request for Statement of Qualifications (RSOQ) outlines a description of the services sought and the required documents interested Respondents will be expected to submit. All requested information shall be submitted in the format required by 3:00 p.m. (local time), October 25, 2021. Any responses received after the deadline will not be considered.

Qualifications will be reviewed and ranked by the evaluation team as outlined in Section 6 of this Request for Statement of Qualifications.

For its own best interests, C-TRAN reserves the right to accept or to reject any and all submittals subject to regulations governing Department of Transportation (DOT) assisted purchases.

1.2 Agency Background

C-TRAN provides transit services throughout its specified service area boundaries in Clark County, Washington, and to Portland, Oregon. C-TRAN's service area population is approximately 420,901 persons in an area of 141 square miles.

C-TRAN was approved by the Clark County voters in November 1980 and became operational in April 1981. C-TRAN provides Fixed Route bus service between the following cities and incorporated areas: Vancouver, Camas, Washougal, Battle Ground, Ridgefield, La Center and Yacolt, Washington and Portland, Oregon.

C-TRAN's ridership has grown steadily as additional equipment and facilities have been placed into service and public awareness of mass transit has increased. In 2019, C-TRAN's total ridership reached approximately 6,295,062 passengers.

C-TRAN is a municipal corporation of the State of Washington and is governed by a Board of elected officials representing Clark County, City of Vancouver, East County and North County cities and towns.

1.3 Anticipated RSOQ Evaluation Schedule

The following timeline is the anticipated schedule for the RSOQ process.

RSOQ Advertised	October 1, 2021
Pre-Submittal Site Visit	October 11, 2021
Questions Due	October 15, 2021
Submittal Deadline	October 25, 2021
Evaluation Meeting	Week of October 25, 2021
Interviews (if required)	Week of November 1, 2021
Contract Award	November 5, 2021
Contract Protest Period Ends	November 12, 2021
Notice to Proceed	November 13, 2021

1.4 Reimbursement

C-TRAN will not reimburse Respondents for any costs involved in the preparation and submission of responses to this RSOQ or in the preparation for and attendance at subsequent interviews. Furthermore, this RSOQ does not obligate C-TRAN to accept or contract for any expressed or implied services.

1.5 Statement of Qualifications Become Public Records

During the evaluation process, C-TRAN treats all submittals with the highest level of confidentiality; however, once the evaluation process has been completed and a contract is awarded, the entire procurement becomes public information and subject to the

Washington State Public Disclosure Act (RCW 42.17). Any proprietary information revealed in the submittal should therefore be clearly identified as such. C-TRAN will notify any Respondent before releasing the proprietary information to any request for public records. If the Respondent believes its records are exempt from disclosure, it is the Respondent's sole responsibility to pursue a lawsuit under RCW 42.56.540 to enjoin disclosure. It is the Respondent's discretionary decision whether to file such a lawsuit. However, if the Respondent does not timely obtain and serve an injunction, C-TRAN will disclose the records, in accordance with applicable law.

1.6 Nondiscrimination

C-TRAN, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4, and Title 49, Code of Federal Regulations, Department of Transportation (DOT), Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the DOT issued pursuant to such Act, hereby notifies all Respondents that it will affirmatively ensure that in regard to any contract entered into pursuant to this Request for Statement of Qualifications, minority business enterprises will be afforded full opportunity to submit a response to this request and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award

1.7 Procurement Protest Procedure

Respondents or third parties who can demonstrate a substantial economic interest may protest C-TRAN's decision regarding (1) a provision of the Request for Statement of Qualifications or (2) Contract Award. All communication concerning a protest shall be in writing and will be open for public inspection.

The following timelines apply when submitting a protest:

- Protests regarding pre-solicitation actions shall be filed no later than seven (7) days before submittal opening or closing date for the receipt of submittals.
- Protests regarding alleged improprieties apparent upon submittal due date shall be filed no later than five (5) days after the submittal due date.

- Protests regarding Contract Award shall be filed no later than five (5) days after Contract Award by C-TRAN's Board of Directors or notice of apparent successful proposer, whichever is earlier.

2 GENERAL REQUIREMENTS

2.1 Inquiries on RSOQ

Questions on this RSOQ should be addressed via e-mail to procurement@c-tran.org. C-TRAN's Procurement Staff shall be the single point of contact during the entire solicitation process until Contract Award. Contact with other C-TRAN personnel, committee members and/or consultants will not be permitted during the solicitation process.

Questions must be submitted no later than 5:00 p.m. on Friday, October 15, 2021. Any questions and concerns submitted after the specified time will be addressed at the discretion of C-TRAN. Any changes or clarifications to the information provided herein will be furnished to all prospective Respondents as addenda to this RSOQ.

2.2 Submittal of Statements of Qualifications

All response submittals must be received by C-TRAN by the appointed due date and time. Responses delivered later will not be accepted. Responses may be submitted in one (1) of two (2) ways:

a) Submission by Mail or Delivery:

Responses shall be placed in an envelope, clearly marked with the project number and name. Four (4) copies of the responses must be furnished to C-TRAN at the address below:

2021-47 RSOQ Design and Engineering Services- Fisher's Landing Employee Area and
Rose Besserman Room Refresh Project
Attn: C-TRAN Procurement
10600 51st Circle
Vancouver, WA 98682

C-TRAN is not responsible for delays in delivery. Responses submitted by mail should, therefore, be mailed in ample time to arrive at the post office or commercial carrier service before the actual due date and time.

b) Electronic Submission:

Those interested in submitting a response electronically should submit a request to Procurement@c-tran.org by no later than 5:00 p.m., Wednesday, October 13, 2021. C-TRAN will then e-mail a OneDrive file link to requestors by 5:00 p.m., Friday October 15, 2021.

Responses must be submitted as one (1) full document. The uploaded document must be labeled as follows: [Firm Name] 2021-47 Response. In the event that a mistake is made, or a document must be replaced, the firms shall upload the entire response and name it [Firm Name] 2021-47 Revised Response. C-TRAN is not responsible for technical issues with submissions.

In addition to the electronic submission of their response, firms must physically mail a hard-copy, with original signatures, of Attachments A-1 through A-4. The hard copies should be mailed following the same instruction as the full responses. The postmark for the attachments must be no later than the day response submittals are due. No Contract Award shall be made until a hard copy of the attachments, with an original signature, is received.

Technical responses shall not exceed 20 pages. All submissions will become the property of C-TRAN and will not be returned to the responding firm.

2.3 Addenda to RSOQ

C-TRAN reserves the right to make any changes in the RSOQ as deemed appropriate. Any and all changes shall be made by written addendum, which shall be issued by C-TRAN and posted to our website. It is the sole responsibility of the Consultant to learn of Addenda, if any. Such information may be obtained from C-TRAN'S Procurement Bid and Opportunities page, http://www.c-tran.com/bid_opportunities.html. C-TRAN accepts no responsibility or liability and will provide no accommodation to bidders who fail to check for addendums and submit inadequate or incorrect responses.

2.4 Validity Period

The Statements of Qualification shall be considered current and a valid offer to undertake the work, subject to successful negotiation of a Contract, for a period of at least 90 days and shall contain a statement in the submittal's Letter of Transmittal to that effect.

3 SCOPE OF SERVICES REQUIRED

3.1 Project Description

Clark County Public Transportation Benefit Area (C-TRAN) is requesting Statement of Qualifications from consultants interested in providing design and engineering services for a tenant improvement project located at 3510 SE 164th Ave, Vancouver WA 98683. This property is the existing site of the Fisher's Landing Transit Center. This facility was originally built in 2000, with small improvements made in 2017. Since that time, no upgrades have taken place at this location. The envisioned improvements for the upstairs community room and the employee lounge area include, but are not limited to, a design and installation of a drop ceiling for improved acoustics, upgrades to fire/life/safety systems, improvements to the audio/visual equipment, refresh of the existing kitchenette area in the employee lounge and meeting room; upgrades to the HVAC system, updates to the staff restrooms on the first floor, and a refresh of the two (2) stairwells.

The Consultant will assist C-TRAN in design, permitting, developing the Construction Bid Packets, and responding to questions during the procurement process as needed. The Consultant will work closely with the C-TRAN Project Manager to ensure project goals and objectives are met throughout the design and engineering processes.

3.2 Scope of Work

The design services shall include development of a renovation schedule, construction plans, bid specification, and a construction cost estimate. This project is a priority for the agency to provide updated facilities for daily use by our employees and community organizations.

The following services are anticipated in this professional services Contract. The descriptions are illustrative in nature and not exhaustive. The actual Scope of services will be negotiated after selecting the most qualified Proposer.

The following is a preliminary Scope of design work:

1. Project Assessment and Design Approach

The Consultant will work with C-TRAN staff to identify the equipment and design that provides the best value for C-TRAN. This task will include assisting staff in weighing the pros and cons of potential equipment and design, providing

guidance on strategies for procurement, developing cost estimates, and developing the technical specifications for procurement.

2. Design Review

Once staff have agreed to the general project approach, the Consultant will provide 30%, 60%, and 90% designs for C-TRAN review and approval as a design review milestone. The Consultant will then develop the Bid Package (plans and specifications) for the construction work necessary for the improvements. The consultant shall facilitate obtaining all necessary design level permits from regulatory agencies and participate in permit coordination meetings. Prepare stamped and signed documents, as necessary, including all corrections based upon permit review comments.

3. 30% - Conceptual Design

The Consultant will formally define the Scope of the project. The consultant shall provide, preliminary drawings, and any other necessary documents to ensure an understanding of the planned modifications for the project. The consultant shall also provide a baseline schedule and budget.

4. 60% - Schematic Design

Consultant will finalize the design plans for the project. The consultant shall provide an updated project schedule, identify preferred equipment and materials, develop a detailed cost estimate with quantities and unit bid prices, determine Construction Permit requirements, and complete permit applications as necessary, provide draft specifications and a drawing index, and incorporate all comments from 30% design.

5. 90% - Final Design

The consultant shall complete the project design, including plans and specifications, subject to review comments by the permitting agencies. The Consultant shall prepare engineer's cost estimate for bid and finalize the permit package.

6. Technical Memorandum

The consultant shall prepare a technical memorandum identifying the deficiencies of existing systems and make recommendations for upgrades, and/or repairs. The technical memorandum shall identify the systems by area/building and include a budgetary estimate.

7. Final Design, Cost Estimate, and Permits

The consultant shall complete the final project design, including plans and specifications, subject to review comments by the permitting agencies. The consultant will prepare an engineer's cost estimate for bid and finalize the building permit package. In addition, the consultant will deliver to C-TRAN two complete sets of stamped and signed detailed drawings and specifications, engineer's cost estimate for bid, and itemized bid form suitable for industry-standard contractor procurement.

8. Construction Bid Package

The Construction Bid Package must be completed by January 31, 2022. C-TRAN will compile the plans and specifications into the Contract Documents and advertise the project. The consultant shall assist in the bid process by attending the pre-bid conference, assisting with responses to requests for clarification received from prospective bidders, updating plans and specifications as needed, and reviewing and evaluating costing from low bidder in order to identify errors or areas of concern.

9. Project Schedule

The consultant shall develop a critical path baseline schedule to identify critical activities and dates of completion. The consultant shall periodically update the base line schedule as work progresses on the project.

10. Communication

The consultant shall be responsible for maintaining appropriate communication by:

- Providing a written progress update to the Project Manager via e-mail at least once per week.
- Coordinating periodic meetings with the Project Manager and key stakeholders to resolve questions and address barriers to progress.

11. Construction Support

- a. In support of C-TRAN during the construction phase, review submittals, requests for information, Change Orders, and provide clarifications, and similar inquires if needed.

12. As-builts will be provided at the close out of the project.

3.3 Time of Completion

The selected respondent shall provide services from the time of Contract execution through completion of the identified projects, anticipated to be July 31, 2022. We anticipate the design to be completed by January 31, 2022.

4 SUBMITTAL REQUIREMENTS

Respondents shall prepare a Statement of Qualifications simply, and economically, providing a straightforward and concise description of qualifications and methods to satisfy all requirements of the RSOQ. Do not submit binders, brochures, or other attachments that have not been requested in the RSOQ document. If additional information is required, it will be requested after the review of the qualification statements.

C-TRAN shall not be liable for any expense incurred in the preparation of submittals.

All responses and submissions will become the property of C-TRAN and will not be returned to the Respondents.

Each response shall contain the following items:

4.1 General Requirements

4.1.1 Cover Letter

The cover letter shall be signed by the party authorized to execute Contracts on behalf of the Respondent. It shall contain acknowledgement that the Respondent has the scheduling capability to perform the work and the proper certifications and licenses to legally perform the duties required. The submittal shall be considered current and a valid offer to undertake the work, subject to successful negotiation of a Contract, for a period of at least 90 days and shall contain a statement in the submittal's cover letter to that effect.

4.1.2 Contract Exceptions

The Respondent shall list any exceptions the Respondent is requesting from C-TRAN's proposed Contract, including the general terms and conditions. If no exceptions are listed it will be assumed that the Respondent accepts all terms and conditions stated in the Contract.

4.1.3 Required Forms

Attachments A-1 through A-4 must be fully completed, signed, and, if applicable, notarized.

4.2 Technical Response

The Respondent shall provide a Technical Response that includes information as outlined in the following sections.

4.2.1 Quality and Responsiveness to Request for Qualifications

Clarity and conciseness in the qualifications are essential and will be considered in assessing the submitter's capabilities. Responders should identify their Firm's/Company's experience with interior renovation projects and specifically describe those projects that best characterize the proposers' capabilities and have included the completion of detailed construction drawings and technical specifications of similar complexity.

4.2.2 Firms Qualifications and Experience

Describe the overall qualifications of each firm listed on the team. Include length of time in business, experience of the firm and other relevant information. Describe the firm's design philosophy and indicate what makes you uniquely qualified for providing the services outlined in this Request for Statement of Qualifications.

Provide a minimum of three (3) previous projects that demonstrate the firm's experience with similar Scopes of Work as described in Section 3. Information provided should include, but it not limited to:

- Name of Project
- Project Description
- Role in the project

4.2.3 Proposed Design and Engineering Professional's Experience and Qualifications

Proposers shall designate a Project Manager who shall be the responsible individual and the point of contact. Proposers shall also identify all key personnel, their unique qualifications, relevant experience, roles and responsibilities and proposed time commitment to this project. Provide a resume for the designated Project Manager and for other key personnel. Provide a project staff chart clearly identifying the Project Manager and key personnel and lines of communications.

4.2.4 Project Approach and Understanding

Please provide a detailed plan outlining the methodology intended to be employed by the respondent that demonstrates the processes of implementation regarding the requirements listed in the Scope of Work into a realized and finished project. This shall include, but not limited to:

- Processes and techniques used to understand the Scope of Work;
- Maintaining schedule;
- Staff sizing and roles; and
- Company workload in proportion to the project outlined in the Scope of Work.

5 EVALUATION CRITERIA

Statements of Qualifications will be evaluated by an Evaluation Committee based on the following criteria:

CRITERIA	
Quality and Responsiveness to Request for Statement of Qualifications	15 points
Firm Qualifications and Experience	25 points
Proposed Design and Engineering Professional's Experience and Qualifications	40 points
Project Approach and Understanding	20 points
Total Points Available	100 points

5.1 Scoring Process

Responses (including reference checks) will be scored based on the criteria and point system referenced above. If C-TRAN does not elect to conduct an interview process, then the highest scoring Respondent will be determined based solely on the scoring of the submittals (including reference checks).

5.2 Interviews

Respondents who submit a packet in response to this RSOQ may be required to attend an interview or give an oral presentation of their submittal to C-TRAN. This provides an opportunity for the Respondent to clarify or elaborate on their submittal. This is a fact finding and explanation session only and does not include negotiation. C-TRAN anticipates holding interviews, if required, during the week of November 1, 2021. Respondents should ensure that they are available that entire day. Following initial scoring, C-TRAN will provide selected Respondents a specified interview time, if applicable. All interviews or presentations shall be held either on site at a C-TRAN location, or in a virtual environment, and all costs involved shall be the responsibility of the Respondent. Interviews or presentations are an option of C-TRAN and may or may not be conducted. Unless otherwise noted below the original scores based on the submittals will be adjusted to reflect information provided during the interview process.

5.3 Negotiations

Following selection of the most qualified consultant, C-TRAN and the Consultant will enter into negotiations to finalize the Scope of Work and establish the total compensation amount. Consultant shall provide the following information to C-TRAN with 14 days from notice of selection:

- a. A refined Scope of Work organized by task which includes a proposed work schedule, any assumptions or limitations, and any necessary clarification on deliverables;
- b. A detailed fee proposal which includes:
 - (1) Individuals assigned to each task, their classification, and their raw labor rate. For flexibility, C-TRAN will accept a classification rate without identification of specific individuals for support positions; provided however that when invoicing C-TRAN, Consultant shall bill C-TRAN in accordance with the staff member's actual raw labor rate which may not exceed the approved rate for the classification.
 - (2) Estimated hours per individual or classification per task. This estimate shall reflect a reasonable estimate of the amount of effort necessary to accomplish a task.
 - (3) Consultant's approved audited overhead rate. Consultant shall include the most recent rate approval letter from Washington State DOT.
 - (4) The proposed Fixed Fee. The Fixed Fee must be calculated based on a proposed percentage of the total labor costs and should be proposed based on the expected level of risk and complexity of the project. Consultants cannot markup Sub-consultant Contracts, however the fee (profit) may reflect a percentage of Sub-contracting relative to the percentage of work by the Consultant.
 - (5) Expenses. Consultant shall provide an estimate of the necessary expenses broken down by category. No markup shall be added to expenses. All travel costs shall be in accordance with GSA rates; rideshares will be reimbursed at standard mileage rates.

(6) The same information shall be provided for each Sub-consultant except that (1) unless otherwise negotiated, Sub-consultants will not be provided a fixed fee from C-TRAN and (2) Sub-consultants without an audited rate may propose a flat billing rate.

c. Proof of Insurance as required under the RSOQ.

6 ATTACHMENTS: REQUIRED CONTRACT CERTIFICATIONS, CLAUSES, AND OTHER INFORMATION

All submittals must include the forms listed below and included as Attachment A. Failure to submit the required forms with your submittal may render your response non-responsive and therefore void.

A-1 General Information Sheet

Respondent must complete and submit this form with their submittal. This form must be signed by the Respondent's Authorized Official.

A-2 Affidavit Concerning Conflicts of Interest and Noncompetitive Practices

Respondent must complete and submit this Affidavit. This form must be completed and signed by the Respondent's Authorized Official.

A-3 Certification Regarding Ineligible Contractors

Respondent must complete and submit this required certification. This form must be signed by the Respondent's Authorized Official.

A-4 Non-Collusion Affidavit

Respondent must complete and submit the Non-Collusion Affidavit. This form must be completed and signed by the Respondent's Authorized Official.

A sample Contract containing required contract clauses is also included as Attachment B. Any exceptions to the clauses listed must be stated in the response. Any exceptions taken after submittal of a response may result in elimination of the Respondent from consideration for Contract Award..

GENERAL INFORMATION

No. 2021-47 Design and Engineering Services – Fisher’s Landing Employee Area and Rose Besserman Room Refresh Project

This form must be signed by a person authorized to make submittals and enter into Contract negotiations on behalf of your agency. To be considered for this project, the submittals must be completed in accordance with this RSOQ and this cover sheet must be attached. By signing this form the firm acknowledges that their submittal will remain in effect for at least 90 days after submission. ***Failure to submit this form will result in your submittal being deemed non-responsive.***

_____ Authorized Official (Signature)	_____ Date
_____ Printed Name of Authorized Official	_____ Title of Authorized Official
_____ Company Name	_____ Telephone Number
_____ Address	_____ City, State, Zip
_____ E-Mail Address	_____ Federal Employee ID

Receipt of the following Addendum(s) to the Plans and/or Specification is hereby acknowledged:

<u>Addendum No.</u>	<u>Date of Issuance</u>
1	_____
2	_____
3	_____

**CLARK COUNTY PUBLIC TRANSPORTATION BENEFIT AREA
(dba C-TRAN)**

**AFFIDAVIT CONCERNING CONFLICTS OF INTEREST
AND NONCOMPETITIVE PRACTICES**

STATE OF _____)

ss.

COUNTY OF _____)

The undersigned, being first duly sworn, on oath states on behalf of the Consultant:

A. Conflict of Interest

That the Consultant, by entering into this Contract with C-TRAN to perform or provide work, services, or materials to C-TRAN, has thereby covenanted, and by this affidavit does again covenant and assure that it has no direct or indirect pecuniary or proprietary interest and that it shall not acquire any such interest which conflicts in any manner or degree with the services required to be performed under this Contract and that it shall not employ any person or agent having any such interest. In the event that the Consultant or its agents, employees, or representatives hereafter acquire such a conflict of interest, it shall immediately disclose such interest to C-TRAN and take action immediately to eliminate the conflict or to withdraw from this Contract, as C-TRAN may require.

B. Contingent Fees and Gratuities

That the Consultant, by entering into this Contract with C-TRAN to perform or provide services or materials for C-TRAN, has thereby covenanted and by this affidavit does again covenant and assure:

1. That no person or selling agency except bona fide employees or designated agents or representatives of the Contractor have been employed or retained to solicit or secure this Contract with an Agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and

2. That no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any of its agents, employees, or representatives to any official member or employee of C-TRAN or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending or the making of any determination with respect to the performance of this Contract.

Signature:

Typed Name:

Title:

Firm:

Date:

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

Notary's Signature

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

CERTIFICATION REGARDING INELIGIBLE CONTRACTORS

_____, certifies, by submission of this submittal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach an explanation to this submittal.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 USC Section 3801, et seq., are applicable thereto.

Authorized Official

Typewritten Name

Title of Authorized Official

Date

NONCOLLUSION AFFIDAVIT

STATE OF _____)

ss.

COUNTY OF _____)

_____, being first fully sworn, on oath says that they certify that the submittal above submitted is a genuine and not a sham or collusion submittal, nor made in the interest or on behalf of any person not therein named; and they further say that the said proposer has not directly or indirectly induced or solicited any proposer on the above work or supplies to put in a sham submittal nor any other person or corporation to refrain from proposing; and that said proposer has not in any manner sought by collusion to secure to self-advantage over any other proposer or proposers.

Authorized Official

Typewritten Name

Title of Authorized Official

Date

Subscribed and Sworn to Before Me this _____ day of _____, 20__.

Notary Signature

Notary Public in and for the State of _____, residing in _____.

SAMPLE PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made and entered into on the ___ day of _____ 2021, by and between Clark County Public Transportation Benefit Area (hereinafter referred to as "C-TRAN" and NAME OF FIRM (hereinafter referred to as "CONSULTANT") for the provisions of 2021-47 Fisher's Landing Employee Area and Rose Besserman Room Refresh Project.

WHEREAS, C-TRAN requires services as described in this Agreement and subsequent Amendments thereto; and

WHEREAS, CONSULTANT is able and prepared to provide such services as C-TRAN does hereinafter require, under those terms and conditions set forth;

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

SECTION 1 DEFINITIONS

Unless otherwise provided herein, capitalized terms used in this Agreement, and not otherwise defined herein, have the respective meanings set forth in this Section.

Business Days

All days of the year except Saturday, Sunday and legal holidays of the United States of America or the State of Washington.

FTA

The Federal Transit Administration, a branch of the United States Department of Transportation, with oversight authority for the Project.

Notice to Proceed

The Notice to Proceed is the notice from Owner to CONSULTANT that defines the date on which the Contract Time begins to run. The date shall not be postponed by the failure to act of the CONSULTANT or of persons or entities for which the CONSULTANT is responsible.

Owner

The Owner of this project is C-TRAN ("C-TRAN" or "Owner") which is governed by its Board of Directors ("Board").

Project

The services described within the Agreement.

State Law

Any law, regulation, ordinance, directive, order or other regulatory action of the State of Washington or any political subdivision thereof with jurisdiction over the Project.

Sub-Consultant

A Sub-Consultant or Sub-contractor of the CONSULTANT and any of their Sub-Consultants or Sub-contracts at any tier.

Work

The term "Work" means the services required by this Agreement, whether completed or partially completed, and includes all other labor, materials, transportation, equipment, and services provided or to be provided by the CONSULTANT to fulfill the CONSULTANTS obligations. The Work may constitute the whole or a part of the Project.

SECTION 2 SCOPE OF SERVICES

2.1 Scope of Services

The Consultant shall perform the Professional Services set forth and described in this Agreement and in Exhibit A Scope of Services, attached hereto and included herein by reference.

All studies, reports, papers, surveys, plans, specifications and opinions of cost shall be reviewed to determine their adequacy by a senior reviewer of the CONSULTANT. The CONSULTANT will be held responsible for the accuracy of the work, consistent with the requirements of this Agreement.

2.1.1 Key Personnel

Consultant shall provide the Project Manager and key personnel as set forth in Consultant's proposal (collectively, the "key personnel") for services in connection with the project. All key personnel shall be available to provide services for the Project for which such key personnel are responsible at the level of effort and during the contract period to assist Consultant in the performance of its duties hereunder.

No substitution of any key personnel may be made by Consultant without the prior written consent of C-TRAN. In the event any of the key personnel are terminated or otherwise become unavailable, Consultant shall notify C-TRAN of such termination or unavailability and temporarily replace such terminated or unavailable key personnel within ten (10) business days after such termination or unavailability. Consultant shall use its best efforts to provide a replacement of such terminated or unavailable key personnel within 30 days after such termination or unavailability. C-TRAN shall have the right to approve or disapprove the proposed replacement key personnel in advance and in writing, such approval to be exercised at the sole and absolute discretion of C-TRAN.

2.1.2 Subletting, Assignment or Transfer.

The CONSULTANT was chosen to perform the Professional Services on the Project based upon training and qualifications of the key personnel. Therefore, assignment or transfer of any Professional Services to any third party is expressly prohibited unless approved in writing by C-TRAN prior to such assignment or transfer of such Professional Services. The CONSULTANT shall not assign all or any part of its interest in or obligations under, this Agreement without C-TRAN's prior written approval, which approval will not be unreasonably withheld. The Parties acknowledge that C-TRAN may disapprove a proposed assignment if, as a result of the proposed assignment, the key personnel are

not acceptable to agency pursuant to Section 2.2 and its Subsections. Any assignment in violation of this section shall constitute an Event of Default and is grounds for termination of this Agreement. In no event shall any putative assignment create a contractual relationship between C-TRAN and any putative assignee.

2.2 Additional Services

C-TRAN and CONSULTANT agree that not all work to be performed by the CONSULTANT can be defined in detail at the time this Agreement is executed, and that additional work related to the Project and not covered in Exhibit A may be needed during the performance of this Agreement. C-TRAN may, at any time, by written order, direct the CONSULTANT to revise portions of the project work previously completed in a satisfactory manner, delete portions of the project, or request that the CONSULTANT perform additional work beyond the scope of the project work. Such changes hereinafter shall be referred to as "Additional Services."

If such Additional Services cause an increase or decrease in the CONSULTANT'S cost of, or time required for, performance of any services under this Agreement, a contract price and/or completion time adjustment pursuant to this Agreement shall be made and this Agreement shall be modified in writing accordingly.

Compensation for each request for Additional Services shall be negotiated by C-TRAN and the CONSULTANT according to the rates set forth in Exhibit B, attached hereto and incorporated herein by reference. The CONSULTANT shall not perform any Additional Services until authorized by C-TRAN and agreed to by the CONSULTANT in an amendment to this Agreement.

The CONSULTANT must assert any claim for adjustment in writing within 30 days from the date of the CONSULTANT's receipt of the written notification of change.

2.3 Ownership of Documents

All materials, writings, and products produced by the CONSULTANT in the course of performing this Contract shall immediately become the property of C-TRAN. In

consideration of the compensation provided for by this Agreement, the CONSULTANT hereby further assigns all copyright interests in such materials, writings, and products to C-TRAN. A copy may be retained by the CONSULTANT.

2.4 Project Schedule and Budget

The general PROJECT schedule and the budget for both the entire project and its component tasks shall be as set forth in this Agreement and in Exhibit B and C. The project schedule and performance dates for the individual tasks are included in Exhibit C by reference hereto made a part of this Agreement. The performance dates for individual tasks may be adjusted upon mutual agreement by both parties. The completion date for the overall project can only be extended by written amendment as required by this Agreement.

The budgets for tasks may be modified only upon written agreement. The CONSULTANT may not adjust task or overall project budgets without an amendment to the Contract.

2.5 Diligence and Standard of Care

The CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and the coordination of all plans, designs, drawings, specifications, reports, and other services furnished by the CONSULTANT under this Agreement. The CONSULTANT shall perform the Professional Services to the reasonable satisfaction of C-TRAN within the terms of this Agreement and within the degree of skill and diligence normally employed by professional engineers and architects or consultants practicing in the same field as the CONSULTANT performing the same or similar services.

The CONSULTANT shall, without additional compensation, correct or review any errors, omissions, or other deficiencies in its plans, designs, drawings, specifications, reports, and other services.

C-TRAN's review or approval of, or payment for, any plans, drawings, designs, specifications, reports, and work or services furnished through this Agreement shall not in any way relieve the CONSULTANT of responsibility for the technical adequacy,

completeness, or accuracy of its work and the project work. C-TRAN's review, approval, or payment for any of the services rendered shall not be construed to operate as a waiver of any rights under this Agreement or any law or any cause of action arising out of the performance of this Agreement.

2.6 Independent Contractor

The Consultant shall be deemed an Independent Contractor for all purposes and the employees of Consultant or any of its consultants, Sub-consultants, and the employees thereof shall not in any manner be deemed to be the employees of C-TRAN.

As such, the employees of the CONSULTANT, its Consultants, and Sub-consultants shall not be subject to any withholding for tax, social security, or other purposes by C-TRAN, nor shall such Consultant, Sub-consultant, or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation, or the like from C-TRAN.

SECTION 3 CONTRACT TIME

This Agreement is effective upon C-TRAN's issuance of the Notice to Proceed and shall remain in effect until all obligations set forth in this Agreement have been satisfactorily fulfilled (the term), Consultant shall have a continuing obligation after the term to comply with any provision of this Agreement intended to survive the completion, expiration or termination of this Agreement. The services of Consultant are to commence as soon as practicable after receipt of the Notice to Proceed. C-TRAN shall not be liable for any expenses incurred by Consultant prior to issuing Notice to Proceed.

All Work authorized by this Agreement and associated amendments shall be completed by December 31, 2021 unless extended at the sole discretion of C-TRAN. Time spent by C-TRAN in reviewing the project submittals or other information requiring C-TRAN's review and/or approval shall not count against the time allowed for completion. C-TRAN review time shall be measured from the date information is received by C-TRAN until the date that comments are received by the Consultant. The established completion time shall not be extended because of any unwarranted delays attributable to the Consultant, but

may be extended by C-TRAN in the event of a delay attributable to an act of God, governmental action, or other condition beyond the reasonable control of the Consultant. The terms and conditions contained in this Agreement shall govern each subsequent term. No change in terms and conditions shall be permitted during these extensions unless specifically agreed to in writing.

SECTION 4 COMPENSATION AND PAYMENT

4.1 Compensation

The maximum compensation to be paid by C_TRAN to the CONSULTANT for the services rendered under this Agreement is \$\$\$\$\$\$. C-TRAN shall compensate the CONSULTANT for Professional Services satisfactorily performed hereunder on a Cost Plus Fixed Fee basis paid in accordance with hourly, overhead, and profit rates established in Exhibit C.

C-TRAN is not liable for any compensation in excess of the amount stated above unless otherwise approved and agreed to in writing.

Hourly and overhead rates may be revised annually at the anniversary date of this Agreement provided that a cognizant agency approved audited rate is submitted to C-TRAN. Increases to hourly rates shall be based on actual direct salary rate increase with a not to exceed amount equal to the Consumer Price Index for All Urban Consumers (CPI-U); applicable for the Portland, Oregon region, up to a maximum of 3.5%. Exceptions may be granted on an individual basis after review and approval by C-TRAN's Chief Financial Officer.

Travel costs, including transportation, lodging, subsistence, and incidental expenses incurred by employees of the CONSULTANT and each of the Sub-Consultants in connection with this Agreement shall be in accordance with the Federal Travel Regulations. The Federal Per Diem rate may be accessed at www.GSA.gov.

4.1.1 Availability of Funds

C-TRAN has adequate funds to meets its obligations under this agreement during the current fiscal year and intends to maintain this agreement for the full period set forth.

C-TRAN has no reason to believe that lack of funding will render it unable to fulfill the financial commitment due under the terms of this Agreement; however, funding for subsequent fiscal periods shall be contingent upon actual appropriations for the following years.

It shall be understood that the availability of funds depends upon varied sources, including maintenance of tax levies and other governmental funding. If C-TRAN, at any time, fails to have adequate funds to provide all or a portion of the service described in this Agreement, the obligations under this Agreement are suspended on the date the vendor is notified of such occurrence.

The suspended obligations will become binding and enforceable from the date adequate funds are appropriated, regardless of the funding source.

4.2 Billing

The CONSULTANT shall submit invoices to C-TRAN covering both professional fees and project expenses, if any. Invoices shall be for the project services, work performed, and costs incurred prior or the date of the invoice not covered by previously submitted invoices. The CONSULTANT shall submit with each invoice a summary of time expended on the project for the current billing period, copies of Sub-consultant invoices, and any other supporting materials determined by C-TRAN necessary to substantiate the costs incurred.

Invoices must be addressed to Accounting Manager, C-TRAN, 10600 NE 51st Circle, Vancouver WA 98682

Payments to the CONSULTANT shall be made within 30 days from submission of each invoice.

Payment for any project services and work performed shall not constitute a waiver or release by C-TRAN of any claims, right, or remedy it may have against the CONSULTANT under this Agreement or by law, nor shall such payment constitute a waiver, remission, or discharge by C-TRAN of any failure or fault of the CONSULTANT to satisfactorily perform the project work as required under this Agreement.

4.2.1 Disputed Amounts

C-TRAN may question any item in an invoice, noting to the CONSULTANT the questionable item(s) and withholding payment for such item(s). C-TRAN and the CONSULTANT shall seek to promptly resolve such disputed items and upon its resolution C-TRAN shall pay the amount agreed to be paid to the CONSULTANT with the next succeeding payment.

4.3 Taxes

Unless otherwise provided in this Agreement, the CONSULTANT shall pay all sales, use and similar taxes, which are legally enacted at the time responses, are received and shall secure and pay for all permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the work.

The Consultant shall set forth, as a separate line item, all Washington State retail sales taxes or use taxes that may apply to Contract proposal prices or other Contract invoiced amounts. The separately itemized taxes shall include all taxes the Consultant pays on purchases of materials, equipment, and supplies used or consumed in doing the work, cost of which is invoiced to C-TRAN.

4.4 Prompt Payment of Sub-Consultants

The CONSULTANT is required to make payment to Sub-consultants within 30 days from the receipt of each payment the CONSULTANT receives from C-TRAN for satisfactorily completed Sub-consultant work from C-TRAN, whether such payment is a progress or final payment. The CONSULTANT agrees further to return retainage payments to each Sub-consultant within 30 days after the Sub-consultant's work is satisfactorily completed.

If payment disputes arise between the CONSULTANT and Sub-consultant, such disputes shall be resolved promptly through mediation or arbitration in order to prevent injury to small business Sub-consultant. The CONSULTANT shall specify in its Sub-contract Agreement what dispute resolution method will be used. In addition, the CONSULTANT will not be paid for Sub-consultants' work unless the CONSULTANT can show that a prompt payment method for Sub-consultant is in place. The CONSULTANT may be

required to provide copies of the Sub-contracts to C-TRAN showing inclusion of these provisions. STA may withhold the applicable sum due a Sub-consultant for non-compliance with this section.

In addition, C-TRAN reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. C-TRAN and CONSULTANT agree that any amount paid in error by C-TRAN does not constitute a rate change in the amount of the Contract.

4.5 Overpayments

The CONSULTANT shall refund to C-TRAN the full amount of any erroneous payment or overpayment under this Contract within 45 days written notice. If the CONSULTANT fails to make timely refund, C-TRAN may charge the CONSULTANT one (1) percent per month on the amount due, until paid in full, or deduct the amount of the vendor overpayment from current invoices due.

SECTION 5 COMMUNICATION

Unless otherwise designated by the C-TRAN Chief Executive Officer, the CONSULTANT shall direct all formal and informal communication regarding the services required under this Agreement to the _____, who shall be the Project Manager for this Agreement.

All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, and postage prepaid to the persons named below:

If to CONSULTANT:

If to C-TRAN: C-TRAN Procurement
 10600 NE 51st Circle
 Vancouver, WA 98682
 Procurement@c-tran.org

5.1 Duty to Inform

If at any time during the performance of this Agreement or at any time in the future, the CONSULTANT becomes aware of actual or potential problems, fault, or defect in the project, any nonconformance with any Contract Document or federal, state, or local law, rule, or regulation or has any objection to any decision or order made by C-TRAN, the CONSULTANT shall give prompt written notice thereof to C-TRAN. Any delay in or failure on the part of C-TRAN to provide a written response to CONSULTANT shall neither constitute agreement with or acquiescence to CONSULTANT'S statement or claim, nor constitute a waiver of any of C-TRAN's rights.

SECTION 6 INDEMNIFICATION AND INSURANCE

6.1 Indemnification

The Consultant shall indemnify, keep, and save harmless C-TRAN, its agents, officials, and employees, against all suit or claims that may be based on any injury to persons, including Consultant's employees, or damages to property that may occur in the course of the performance of the Contract by the Consultant, whether or not it shall be claimed that the injury or damage was caused by the negligence of C-TRAN, its officers, employees, or agents. Consultant shall, at its own expense, defend any and all such claims, including but not limited to, payment of all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against C-TRAN in any such action, the Consultant shall, at its own expense, satisfy and discharge the same. If the injured claimant is one of Consultant's employees, Consultant agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW. This indemnification clause has been mutually negotiated by Consultant and C-TRAN.

6.2 Insurance

The Consultant shall purchase and maintain in a company or companies licensed to do business in the State of Washington, with an A.M. Best rating of A/VIII or better and reasonably satisfactory to C-TRAN, such insurance as will protect the Consultant and C-TRAN from claims set forth below which may arise out of or result from the Consultant's operations under this Agreement, whether such operations be by itself or by any Sub-

consultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All reinsurers that may be called upon to support or share in an insurer's obligations specified in connection with insurance required of the Consultant by this Agreement must also have an A.M. Best rating of A/IX or better.

The insurance required shall be written for not less than limits of liability specified below or required by law, whichever coverage is greater. Coverages written on an occurrence basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Coverages written on a claim basis shall be maintained, and evidence of insurance must be provided or at least six (6) years after the completion of work. In addition, the Retroactive Date must be shown and must be before the date of the Contract, of the beginning of the Contract Work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract Work.

- Comprehensive General Liability (Including Premises Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
 - Bodily Injury: \$1,000,000.00 each occurrence; \$1,000,000.00 annual aggregate.
 - Property Damage: \$1,000,000.00 each occurrence; \$1,000,000.00 annual aggregate.
 - Products and completed operations to be maintained for three (3) years after final payment.
 - Property Damage Liability Insurance shall provide X, C, or U coverage as applicable.
- Professional Liability: \$2,000,000.00 each claim.
- Personal Injury, with employment exclusive deleted: \$1,000,000.00 annual aggregate.
- Comprehensive Automobile Liability: Bodily Injury: \$1,000,000.00 each person; \$1,000,000.00 each occurrence
- Umbrella Excess Liability: \$1,000,000.00 over primary insurance: \$50,000.00 retention for self-insured hazards each occurrence.

- WA Stop Gap Liability: \$1,000,000.00 each occurrence.

Certificates of Insurance and Endorsements acceptable to C-TRAN shall be filed with C-TRAN prior to commencement of the Work. These Certificates and the insurance policies required shall contain a provision that coverages afforded under the policies will not be reduced, canceled or materially changed until at least 30 days prior written notice has been given to C-TRAN. C-TRAN shall be included as an additional insured on all such policies except the professional liability and worker's compensation insurance policies. Information concerning reduction of coverage shall be furnished by the Consultant with reasonable promptness in accordance with the Contractor's information and belief.

The Consultant shall furnish one copy of certificates of insurance herein required. The Consultant shall furnish to C-TRAN copies of any endorsements that are subsequently issued amending coverage or limits.

6.2.3 Worker's Compensation

The CONSULTANT shall take out and maintain during the life of this Contract, workers' compensation insurance for all its employees engaged in work under or pursuant to this Contract who are required to be so covered by the laws of the state in which the CONSULTANT'S employees are working, and in case any work is sublet, the CONSULTANT shall require the Sub-consultant to provide workers' compensation insurance for all its employees, unless or to the extent that such employees are covered by the protection provided by the CONSULTANT. Coverage for CONSULTANT'S employees must be afforded on a reciprocal basis when the employees are working in the State of Washington.

SECTION 7 FORCE MAJEURE

Failure in performance by either Party hereunder shall not be deemed a default or breach hereunder and the non-occurrence of any condition hereunder shall not give rise to any right otherwise provided herein when such failure or non-occurrence is due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather; inability (when both

Parties are faultless) of any Contractor, Sub-contractor or supplier; acts or failure to act, of any public or governmental agency or entity, all of which are beyond the reasonable control, and without the fault, of the Party claiming an extension of time to perform.

SECTION 8 PROHIBITED INTEREST

C-TRAN's officers, employees, agents, or any family members of same shall neither solicit nor accept gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to Sub-agreements. Additionally, no member, officer, or employee of C-TRAN during their tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

SECTION 9 TERMINATION

9.1 Termination for Convenience

C-TRAN may terminate this Contract, in whole or in part, at any time with written notice to the CONSULTANT when it is in C-TRAN's best interest. The CONSULTANT shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONSULTANT shall promptly submit to C-TRAN its termination claim to be paid. If the CONSULTANT has any property in its possession belonging to C-TRAN, the CONSULTANT will account for the same, and dispose of it in the manner C-TRAN directs.

9.2 Termination for Default

In the event the CONSULTANT is, or has been, in violation of the terms of this Contract, including the Request for Statement of Qualifications, C-TRAN reserves the right, upon written notice to the CONSULTANT, to cancel, terminate, or suspend this contract in whole or in part for default.

Termination shall be effected by serving a notice of termination on the CONSULTANT setting forth the manner in which the CONSULTANT is in default. The CONSULTANT will be paid only the Contract price for services performed in accordance with the manner of performance set forth in the Contract.

Any failure to make progress which significantly endangers performance of the project within a reasonable time shall be deemed to be in violation of the terms of this Contract.

If it is later determined by C-TRAN that the CONSULTANT had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the CONSULTANT, C-TRAN, after setting up a new delivery or performance schedule, may allow the CONSULTANT to continue work or treat the termination as a termination for convenience.

9.3 Opportunity to Cure

C-TRAN in its sole discretion may in the case of a termination for breach or default, allow the CONSULTANT 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the CONSULTANT fails to remedy to C-TRAN's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract with ten (10) days after receipt by CONSULTANT of written notice from C-TRAN setting forth the nature of said breach or default, C-TRAN shall have the right to terminate the Contract without any further obligation to the CONSULTANT. Any such termination for default shall not in any way operate to preclude C-TRAN from also pursuing all available remedies against the CONSULTANT and its sureties for said breach or default.

SECTION 10 BREACHES AND DISPUTE RESOLUTION

10.1 Disputes

Disputes arising in the performance of this Contract, including but not limited to the Indemnification provision, which are not resolved by Agreement of the parties shall be decided in writing by the authorized representative of C-TRAN, unless the CONSULTANT initiates the following internal appeal process. This C-TRAN decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONSULTANT mails or otherwise furnishes a written appeal to C-TRAN. In connection with any such appeal, the CONSULTANT shall be afforded an opportunity to be heard and

to offer evidence in support of its position. If this appeal process fails then either party may pursue its remedies as set forth in Remedies below.

10.2 Performance during Dispute

Unless otherwise directed by C-TRAN, CONSULTANT shall continue performance under this Contract while matters in dispute are being resolved.

10.3 Claims for Damages

Should either party to the Contract suffers injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts they are legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

10.4 Remedies

All claims, counterclaims, disputes and other matters in question between C-TRAN and the CONSULTANT arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which C-TRAN is located.

10.5 Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by C-TRAN or CONSULTANT shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

SECTION 11 CLAIMS

Claims arising under this Contract shall be submitted in writing. C-TRAN shall respond to CONSULTANT's claim within 45 calendar days of its receipt of the claim by either:

- (1) Approving the claim.
- (2) Denying the claim.
- (3) Requesting necessary information from the CONSULTANT to enable C-TRAN to resolve the claim within 45 calendar days of its receipt of the requested information.
- (4) Determine that the claim presents a disputed issue of fact, which must be resolved in accordance with the "Disputes" section of this Contract.

CONSULTANT agrees to consolidate any claim or dispute involving multiple parties involved in this project and shall require the inclusion of the "Disputes" section and this section in other interrelated Contracts to which they become a party in this project.

SECTION 12 SUCCESSION

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, and assigns of the parties hereto.

SECTION 13 INTEREST OF MEMBERS OF CONGRESS

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising therefrom.

SECTION 14 PROHIBITED INTEREST

C-TRAN's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from CONSULTANTS, potential CONSULTANTS, or parties to Sub-agreements.

SECTION 15 SEVERABILITY

In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, C-TRAN and the CONSULTANT shall negotiate an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby.

SECTION 16 JURISDICTION, VENUE AND APPLICABLE LAW

The CONSULTANT shall adhere to all applicable laws governing its relationship with its employees including, but not limited to, laws, rules, regulations, and policies concerning workers' compensation and unemployment compensation.

The law of the State of Washington shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The CONSULTANT consents to personal jurisdiction and venue shall be in the courts of Clark County, Washington. C-TRAN and the CONSULTANT agree that the prevailing party in any lawsuit or litigation arising out of this Agreement shall be entitled to recover all costs and expenses, expended or incurred in connection therewith, including attorney's fees.

Remainder of page left intentionally blank

SECTION 17 CONTINGENCY

The effectiveness of this Contract shall not occur until C-TRAN has notified CONSULTANT that C-TRAN’s protest procedure (referenced in the RFP) is satisfied, which notice shall be delivered to the CONSULTANT not later than seven (7) days after Contract Award by C-TRAN’s Board of Directors. If C-TRAN determines, in its sole and absolute discretion, that a protest should be upheld, and so notifies the CONSULTANT, then this Contract shall be null and void *ab initio* and of no force or effect.

This Agreement entered into as of the day and year first written above.

C-TRAN

Name of Consultant

Shawn M. Donaghy
Executive Director/CEO

Authorized Signer

Date

Date

Print Name/Title

Federal ID Number