

CONTRACT PROVISIONS and SPECIFICATIONS

Skagit County Laboratory Analysis Services

SKAGIT COUNTY PUBLIC WORKS



GENERAL INFORMATION AND CONTRACT PROVISIONS

These general provisions are hereby a part of the conditions agreed to by the Contractor upon Bid.

GENERAL INFORMATION

PROJECT TITLE: Skagit County Laboratory Analysis Services

DESCRIPTION OF WORK: Skagit County is interested in obtaining the services of a contractor include analyzing water, soil, sediment, and/or sludge samples submitted by Skagit County staff.

BID DUE DATE AND TIME: Monday, July 31, 2023, no later than 4:00 P.M. via email.

NOTICE TO PROCEED: Contractor shall not commence work until notice to proceed has been given by Skagit County; this occurs after the Contract has been executed by Skagit County Board of Commissioners.

QUESTIONS AND ANSWERS: All questions and requests for interpretation shall be in writing and submitted no later than 12:00 P.M., Friday, July 28, 2023 to Emma Santana, Water Quality Analyst, by e-mail to emmas@co.skagit.wa.us with the subject line reading, "Lab Services"

EXAMINATION OF BID AND CONTRACT DOCUMENTS: Bid submission constitutes acknowledgement, upon which Skagit County may rely, that Bidder thoroughly examined and is familiar with the Contract Provisions and Specifications documents, as well as all applicable work.

INTERPRETATION OF BID AND PURCHASE DOCUMENTS: Skagit County will not provide binding oral interpretations to Bidders as the meaning of bid or contract documents; oral communication is not binding upon Skagit County.

TITLE VI: Skagit County ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin, or sex in the provision of benefits and services resulting from the federally assisted programs and activities. For questions regarding Skagit County's Title VI Program, you may contact the Skagit County Public Works Department's Title VI Liaison, Bobbi Fischer, P.E., at (360) 416-1400.

BID PROCEDURES AND CONDITIONS

PROPOSAL FORMS: The Contracting Agency will provide a proposal form for work. The proposal form will identify the type of lab analysis required and units of measurement. The bidder shall complete spaces on the proposal form that call for unit prices; bid amount; signatures; date; and the bidder's name, address, telephone number, and signature.

PREPARATION OF PROPOSAL: The Contracting Agency will accept only those Proposals properly executed on forms it provides. All prices shall be in legible figures (not words) written in ink or typed.

BID PRICE: The bidder shall submit the completed Bid Proposal as part of the bid. The bid shall include everything necessary for the prosecution and completion of the Contract including, but not limited to, labor, equipment, and other facilities and all management, superintendent's labor and service, except as may be provided otherwise in the Contract documents. In the event of a discrepancy between the unit price and the total price, the unit price will govern and Skagit County will correct total price accordingly.

SIGNATURES: Bids shall be signed by one of the legally authorized officers of said corporation. If awarded the contract, the Contract shall also be so executed.

DELIVERY OF PROPOSAL: Bids must be emailed to Emma Santana no later than 4:00 P.M. on Monday, July 31, 2023 at emmas@co.skagit.wa.us.

It is the Contractor's responsibility to allow enough time for email delivery to occur before the designated time. Quotations delivered to other locations or received after the designated time may not be accepted. Incomplete proposals may not be considered.

Skagit County reserves the right to reject any or all bids, waive informalities, and make the award in the best interest of Skagit County.

Bids remain confidential and no information about bids is released until the public information of the bids is otherwise available.

CONSIDERATION OF BIDS: After opening and reading proposals, the Contracting Agency will check them for correctness of the prices per unit and the total price. The right is reserved by the Contracting Agency to waive informalities in the bidding, reject any or all Bids, revise or cancel the Work, or require the Work to be done in another way, if the best interest of the Contracting Agency is served.

A Bidder who wishes to claim error after the Bids have been opened shall promptly notify the Contracting Agency that an error occurred.

NON-RESPONSIVE BIDS: Any bid that is not signed, supplements or deviates from the specifications herein, or is incomplete, may be declared non-responsive by Skagit County and not further considered.

AWARD OF CONTRACT

CONDITION OF AWARD: It is the intent of Skagit County to award a contract to the responsive and responsible bidder who best meets the needs of the County. The County reserves the right to reject any or all bids for cause, and to waive minor irregularities in the bidding.

AWARD OF CONTRACT: Normally, Contract Award or Bid rejection will occur within forty-five (45) calendar days after Bid opening. If the chosen responsible Bidder and the Contracting Agency agree, this deadline may be extended. If they cannot agree on an extension by the forty-five (45) calendar day deadline, the Contracting Agency reserves the right to Award the

Contract to another Bidder or reject all Bids. The Contracting Agency will notify the successful Bidder of the Contract Award in writing.

ACCEPTANCE OF AWARD: If awarded, the Contractor is deemed to have agreed to all Bid Instruction to bidders, General and Contract Provisions, Scope of Work, Specifications, Contract, and all other related documents.

CONTRACT

EXECUTION OF CONTRACT: Successful bidder is allowed a maximum of ten (10) calendar days after the award date to return the signed contract, all required insurance certifications, and any other required documentation as specified in this document.

INSURANCE: Contractor shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the County.

1. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$1,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
2. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile.
3. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance (Stop Gap) with limits not less than \$1,000,000 per occurrence. If the County authorizes sublet work, the Contractor shall require each Subcontractor to provide Workers' Compensation Insurance for its employees, unless the Contractor covers such employees.

The above liability policies shall contain a provision that the policy shall not be canceled or materially changed without thirty (30) days prior written notice to the County. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Contractor to furnish the required insurance during the term of this Agreement.

Upon written request by the County, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

ADDITIONAL INSURED: Prior to the Contractor performing any Work, Contractor shall provide the County with a Certificate of Insurance acceptable to the County Attorney evidencing the above-required insurance and naming Skagit County, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds. Skagit County shall be named as an Additional Insured by endorsement using ISO Form CG 2010 or equivalent. Receipt by the County of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill the requirement.

The Certificate must name the County as additional insured, and state: Skagit County, its elected officials, officers and employees are named as additional insured.

The insurance policies required in this Contract are to contain and be endorsed to contain the following provisions:

With respect to all Liability Policies:

Skagit County its officers, officials, employees, and agents and volunteers are named as additional insured's as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract.

The Contractor's insurance coverage shall be primary insurance as respects Skagit County, its officers, officials, employees, agents, volunteers and consultants. Any insurance and/or self-insurance maintained by Skagit County, its officers, officials, employees, agents and consultants shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

An additional insureds endorsement template can be provided by Skagit County, upon request.

SUBCONTRACTING: No portion of the contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the County.

CHANGES/AMENDMENTS: Skagit County reserves the right to add or delete work, items, agencies, or locations from this contract, subject to appropriate adjustments to the Contract price. Added items will be related to those on contract, and additions or deletions will be by mutual agreement, with prices consistent with the original bid price margins, and evidenced by an amendment to the Contract.

WARRANTY OF WORK: In summary, Contractor hereby warrants that all of the work under this Contract will fully meet all requirements for quality of requirements of the specifications.

FAILURE TO EXECUTE CONTRACT: Upon failure to return the contract and insurance certifications, Skagit County may then award the contract to another responsive and responsible Bidder, or reject all remaining bids.

PAYMENT

INVOICES: The Contractor shall be paid, upon submission of a proper invoice for payment request, the prices stipulated in the Contract for services performed. Invoices must contain the following minimum information:

- Contract number;
- Description as appropriate;
- Quantity and;
- Unit prices.

Mail Payment Requests to:

Skagit County Public Works
ATTN: Meghan MacMullen
1800 Continental Place
Mount Vernon, WA 98273-5625

SPECIFICATIONS

ELECTRONIC DATA DELIVERABLES: The County requires electronic report deliverables be sent in a specific format. The County will work with the Contractor to develop the format. This format may vary for different departments within the County. Deliverables will be transmitted to the person identified on the chain-of-custody document and the contract manager.

SAMPLING SUPPLIES AND DELIVERY SERVICES: The Contractor shall provide all necessary and prepared sample bottles, ice chests, "blue ice" or equivalent (as requested), chain-of-custody forms, and labels. These supplies shall be provided at no additional expense to the County. The Contractor will deliver these supplies to the Public Works or Health Department offices and, following sample collection, will provide sample pick-up service/courier service at the same locations at no additional cost to the County.

TURNAROUND TIME: The County requests a standard turnaround time of two (2) weeks for the delivery of our final reports (by hardcopy or PDFs) and electronic data deliverables. In some cases, twenty-four (24) hours preliminary results for fecal coliform samples will be requested.

SAMPLE LIABILITY: The Contractor is responsible for loss or damage to samples after accepting delivery on the chain-of-custody document. If the Contractor fails to meet an established holding time through negligence or non-intentional breach, the Contractor shall be responsible for the costs of resampling and reanalysis, but not exceeding \$750 per soil sample and \$500 per water sample.

QUALITY ASSURANCE: All work performed by the Contractor shall comply, at a minimum, with the test method protocols published by the United States Environmental Protection Agency (Solid Waste and Wastewater test methods – SW846); Washington Department of Ecology, Total Petroleum Hydrocarbon Analytical Methods; Standard Methods for the Examination of Water and Wastewater; and the American Society for Testing and Materials (ASTM).

Contractor shall be certified by the Washington Department of Ecology as an accredited laboratory to conduct the analysis offered/performed. Proof of accreditation shall be provided to the County upon notification of contract award. Contractor shall maintain accreditation for the duration of this contract.

SINGLE LAB AND SUBCONTRACTORS: The County anticipates using one lab for this work. If there are certain analyses that the Contractor cannot perform in-house, please provide a price to subcontract the analysis.

VOLUME ESTIMATE: A rough estimate for how many packages expected each year are listed below. Please note the below estimates are not a definite number of annual samples. Based on projects and activities the anticipated number of samples may vary per year.

Combined Landfill Packages:	120 packages/year
Combined Leachate Packages #1:	12 packages/year
Fecal Pollution Package (FPP)	1,300 packages/year (25 samples/week)
FPP + Nutrients	200 packages/year (50 samples/quarter)
Transfer Station Stormwater:	12 packages/year
All other packages:	Approximately 50 packages/year

INVOICE ROUTING: The Contractor shall send electronic invoices to the person identified on the chain-of-custody document, contract manager, and Skagit County Public Works Accounts Payable.

RECORD RETENTION: The Contractor shall maintain, for at least seven (7) years after completion of this contract, all relevant records pertaining to this contract.

DATA OWNERSHIP: Sample and analysis data shall be the property of the County. The Contractor shall not release any information to any third party, except information that is in the public domain or that is required by law, without the written authorization of the County.

APPENDIX A

Construction Contract, Contract Bond, and Supporting Documents

PERSONAL SERVICES AGREEMENT

NO: _____

, Hereinafter called Contractor, and Skagit County, hereinafter called County, agrees as set forth in this Agreement, including:

(General Conditions); Exhibit A (Scope of Work); Exhibit B (Compensation); Exhibit C (Proof of Insurance).

copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the _____ day of _____, and continue until _____. Any party may terminate this Contract by giving 30 days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph.

The County has established the following GL expenditure code(s) for this Agreement: _____, which shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 4 (Independent Contractor), 6 (Taxes), 12 (Defense and Indemnity Agreement), 18 (Patent/Copyright Infringement) and 21 (Confidentiality), are totally and fully part of this contract and have been mutually negotiated by the parties.

CONTRACTOR

Signature & Title of Signatory
(Date _____)

Print Name of Signatory

Mailing Address:

Telephone No. _____

INFORMATIONAL ONLY

DATED this _____ day of _____, 2020.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Attest:

Lisa Janicki, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

INFORMATIONAL ONLY

GENERAL CONDITIONS

1. Scope of Contractor's Services:

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

2. Accounting and Payment for Contractor Services:

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

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

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

4. Independent Contractor:

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

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Skagit County employees.

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

5. No Guarantee of Employment:

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

6. Taxes:

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

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

7. Regulations and Requirement:

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

8. Right to Review:

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluation by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.

9. Modifications:

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

10. Termination for Default:

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

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

11. Termination for Public Convenience:

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

12. Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. Contractor's insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute to it.

Contractor's initials acknowledging indemnity terms: _____

13. Survival of Indemnity Obligations. The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

14. Participation by County – No Waiver. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

15. Indemnity by Subcontractors. In the event the Contractor enters into subcontracts to the extent allowed under this Agreement, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

16. Industrial Insurance Waiver:

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the

obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

17. Venue and Choice of Law:

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

18. Withholding Payment:

In the event the Contractor has failed to perform any obligation to be performed by the Contractor under this Agreement within the time set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

19. Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. NO penalty or expense shall accrue to the County in the event this provision applies.

20. Contractor Commitments, Warranties and Representations:

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

21. Patent/Copyright Infringement:

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

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

22. Disputes:

- a. General

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

b. Notice of Potential Claims

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

c. Detailed Claim

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

23. Ownership of Items Produced

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

24. Confidentiality:

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

25. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the Skagit County Commissioners, 1800 Continental Place,

Suite 100, Mount Vernon, WA 98273. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected on the signature page. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

26. Severability:

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

27. Waiver:

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

28. Survival:

The provisions of paragraphs 4, 6, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 24, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

29. Entire Agreement:

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

EXHIBIT "A"

SCOPE OF WORK

INFORMATIONAL ONLY

EXHIBIT "B"

COMPENSATION

INFORMATIONAL ONLY

EXHIBIT "C"

PROOF OF INSURANCE

The Contractor shall provide proof of insurance for Commercial General Liability in the amount of \$1,000,000.00 to cover Contractor's activities during the term of this Contract. Contractor's insurance coverage shall be primary. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the County. Proof of insurance shall be in a form acceptable and approved by the County.

Insurance is a condition of Payment. Payments due to the Contractor under this Agreement are expressly conditioned upon the Contractor's strict compliance with all insurance requirements under this Agreement. Payment to the Contractor shall be suspended in the event of non-compliance. Upon receipt of evidence of full compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.

The type of insurance required by this Agreement is marked below.

- 1) Commercial General Liability Insurance
Certificate Holder – Skagit County
**The Certificate must name the County as additional insured:
Skagit County, its elected officials, officers and employees
are named as additional insured.**
Thirty (30) days written notice to the County of cancellation
of the insurance policy.

- 2) Professional Liability
Certificate Holder – Skagit County
Thirty (30) days written notice to the County of cancellation
of the insurance policy

Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance, properly completed and in the amount required, is attached hereto.

- 3) Insurance is waived

Date: _____
Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.