



CLARK COUNTY

RFP #920

CAMP BONNEVILLE FORESTRY CONSULTING SERVICES

QUESTIONS and ANSWERS

UPDATED: MAY 8, 2025

| | QUESTION | ANSWER |
|----|---|---|
| 1. | Is there a sample contract available for review? | Yes, see attachment 1. |
| 2. | Should pricing be included? If yes, should this project be bid as lump sum, unit, or T&M? If not, when will pricing become a part of the conversation for this RFP? | No, pricing should not be included at this time. If selected through the RFP process, the county will negotiate final scope and fee with the most qualified consultant. The proposal should focus on the criteria included in the RFP. |
| 3. | How can we see the current condition of the fenceline? | Consultants may view the Camp Bonneville fence line from outside the property from two gate locations adjacent to public right-of-way (see attachment 2). |
| 4. | Would the county put out the logging, road work, and brushing services all in one contract? | Yes, that is the intent. The work from this RFP will support the county in advertising a timber sale auction that will include the road work and brushing services. |
| 5. | Is this work subject to prevailing wages? | No. Excerpt from <u>Index of Selected Prevailing Wage Topics</u> . "Workers from your firm who provide technical, professional support...do not meet the definition of a laborer, worker, or mechanic as defined by RCW 39.12.020." This work is professional forestry support and not labor. |
| 6. | What will the County staff involvement be like during field work? | The County Forester will be on site at Camp Bonneville and closely involved in the work during the beginning stages. This involvement will likely transition to less involved as a comfort level is established. |
| 7. | What should be the final condition of the logging/perimeter roads? | Perimeter roads are permanent, and this work is intended to determine what may be needed to re-establish what is already there. Some portions of these roads are in better shape than others. |

| | | |
|----|---|---|
| 8. | Who will be responsible for submitting the forest practices application to the Washington Department of Natural Resources? | The county forester will submit the application. |
|----|---|---|

SAMPLE CONTRACT ONLY, ADJUST AS NEEDED

Clark County, Washington

Professional Services

Contract Name

(i.e., Rural Land Bank Analysis or Tree Pruning & Removal Services or Architectural Services Courthouse Remodel or Engineering Services Event Center Ro)

Solicitation _____

(The number and title of your Request for Proposal or Cooperative Purchase Solicitation Process)

(i.e. RFP 674 Rural Land Bank Analysis or RFP 235-15 Tree Pruning & Removal Services RFQ (request for qualifications XXX Architectural Services or Engineering Services or RFQ (request for quote) Smart Vault Financial Software)

This contract ("Contract"), is made as of this _____ day of _____

YEAR, by and between CLARK COUNTY, a governmental subdivision of the State of Washington, ("County"), and **(Insert Vendor Name, state and legal business entity [a Washington corporation])**, ("Contractor").

Before you write the contract; you must document the solicitation process. Was a C.C. Request for Proposal or Request for Quotes or Request for Qualifications or WA State or another cooperative contract used.

The county Purchasing manager must review pricing and contract details of all WA State or other public agency/Sourcewell/OMNIA Partners cooperative contracts before a contract can be written or a purchase completed.

WHEREAS, the Contractor has been chosen through a competitive process by the County **(RFP # XXX/or appropriate procurement method)** and has the expertise to provide services for Clark County and to perform those services more particularly set out in the proposal attached hereto and incorporated herein by this reference as **Exhibit A**; and,

WHEREAS, Clark County does not have available staff to provide such services for the benefit of Clark County.

NOW, THEREFORE, THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as set forth in **Exhibit A**, which is incorporated herein by reference as though set forth in full at this point (the “Services”).

2. Term. The Contract shall be effective beginning **(insert beginning date)**, and ending **(insert ending date)**. **These dates must be the same you put inside your RFP. Are there extensions available? They must be listed here also, and they must be the same as you listed in your RFP.** If both parties agree, through a written Contract amendment that is adopted before the Contract’s term expires, the Contract term may be extended.

3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the schedule set forth in **Exhibit B**, which is attached hereto and incorporated herein by this reference. All invoices shall describe in detail each task performed and shall state the amount billed for each task. The parties mutually agree that in no event may the amount billing exceed **(the dollar amount in Exhibit “B”)** without prior written approval by the County.

4. Withholding Payment. In the event the Contractor has failed to perform any material obligation under this Contract, 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.

5. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of this Contract or the Contractor cannot perform because of loss of

license or other required credential, becomes insolvent or is declared bankrupt, commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors, the County may upon notice terminate this Contract, and at the County's option, obtain performance of the work elsewhere. If this Contract is terminated for default, the Contractor shall not be entitled to receive any further payments under this Contract. 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 Services, including all increased costs for completing the Services, and all damage sustained, or which may be sustained, by the County by reason of such default. Termination of this Contract by the County based upon default of the Contractor shall not constitute a breach of contract by the County. Within fourteen (14) days after terminations the Contractor shall provide the County with all work products and working documents developed within the effective term of the Contract.

6. Termination for Public Convenience. The County may terminate this Contract upon thirty (30) days written notice to Contractor whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever this Contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at per unit rates 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 based upon public convenience shall not constitute a breach of contract by the County. Within

fourteen (14) days after termination, the Contractor shall provide the County with all work products and working documents developed within the effective term of the Contract.

7. Independent Contractor. Pursuant to this Contract, the Contractor is an independent contractor, and neither Contractor nor its owners, employees, subcontractors, contractors, or agents are employees of the County, and they shall not be entitled to compensation or benefits of any kind from the County, except as explicitly provided herein.

8. Indemnification / Hold Harmless. The Contractor shall defend, indemnify and hold harmless the County, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of, or resulting from, any act or omission undertaken in the performance of this Contract, of the Contractor, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The foregoing indemnification obligations of the Contractor are a material inducement to the County to enter into this Contract, are reflected in the Contractor's compensation, and have been mutually negotiated by the

parties. 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 Contract. The provisions of this section shall survive the expiration or termination of this Contract.

9. Compliance with Laws. The Contractor shall comply with all applicable federal, state, and local laws, including those laws and regulations relating to its employees, and shall defend, indemnify, and save the County harmless from all actions, claims, demands and expenses arising out of any alleged violation of said laws or regulations.

10. Responsibility to Pay Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, administrative charges, permitting costs, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this Contract be enacted and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

11. Order of Precedence: The Contract Documents consist of these terms and conditions that are set forth in the body of this document ("Terms and Conditions"), and the attached Exhibit A: a scope of work and contract pricing which consists of a proposal based on (bid, quote, RFP & #, (i.e. RFP #675). (Add in additional Exhibits if needed). To the extent that these Terms and Conditions are inconsistent with any other Contract Documents, or are inconsistent with any other exhibit, attachment, document, or agreement, whether executed prior to or concurrently herewith, then these Terms and

Conditions shall govern.

12. Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status or national origin.

13. Amendments. Any changes to any of the Contract Documents shall be made as mutually agreed amendments, which must be in writing and signed by both parties to be effective.

14. Public Records Act. Notwithstanding any provisions of this Contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer/**Department of ?**:

Clark County – **Department**
C/O Public Records
PO Box 5000
Vancouver WA 98666-5000

15. Governing Law. This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in accordance with RCW 36.01.050.

16. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information

confidential.

17. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by it or shall perform services as an independent contractor with it, in the performance of this Contract.

18. Insurance.

(Insurance choices-keep ones that apply, delete those that do not apply, based on your RFP or review from Risk Management)

General Requirements:

Waiver of Subrogation: All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected and appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County and shall require similar written express waivers and insurance clauses from each of its subcontractors. This coverage shall be primary coverage and noncontributory to any coverage maintained by Clark County.

Proof of Insurance: The contractor shall provide Clark County with verification of insurance and endorsements required by this Contract. Clark County reserves the right to require complete, certified copies of all required insurance policies at any time. Failure to provide proof of insurance within five (5) business days prior to the start of this Contract is agreed by both parties to be a material breach of this Contract and may, at the County's

option, result in termination of this Contract pursuant to Paragraph five (5) above.

Insurance Company: All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. All insurance companies must have a Best's rating of A-VII or better.

Contractor's Insurance: Contractor shall obtain and keep in force policies providing the coverages listed below:

Worker's Compensation: As required by the industrial insurance laws of the State of Washington.

Automobile Insurance: If the Contractor or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Contractor through a Commercial Automobile Insurance Policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$1,000,000 per accident, combined single limit for bodily injury and property damage liability with a \$1,000,000 annual aggregate limit. If the Contractor does not use motor vehicles in conducting activities under this Contract, then within 30 days of the start of the term, Contractor shall provide County with written confirmation to that effect on Contractor letterhead.

Additional Insured: Policy shall name Clark County, its elected and appointed officers, agents, officials, employees and volunteers as additional insureds with no restrictions or limitations concerning products and completed operations.

Commercial General Liability Insurance: Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its latest equivalent with minimum limits of \$2,000,000 per occurrence and General Aggregate \$2,000,000. This policy must renew

annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless the County has given prior written consent to a higher amount, which consent must be based upon the County's reasonable assessment of the Contractor's liquidity and ability to pay from its own resources regardless of the coverage status due to cancellation, reservation of rights, or other reason. If Contractor seeks County's agreement for an increased deductible, Contractor shall provide County with documentation to support County's assessment of whether the increase is warranted. Coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Additional Insured: Policy shall name Clark County, its elected and appointed officers, agents, officials, employees and volunteers as additional insureds with no restrictions or limitations concerning products and completed operations.

Professional Liability (aka Errors and Omissions): The Contractor shall obtain, at Contractor's expense, and keep in force during the term of this Contract a Professional Liability Insurance Policy to protect against legal liability arising out of contract activity. The Contractor specifically confirms and warrants that it has errors and omissions liability insurance with minimum limits of \$1,000,000 per occurrence. The deductible will not be more than \$25,000 unless the County has given prior written consent to a higher amount,

which consent must be based upon the County's reasonable assessment of the Contractor's liquidity and ability to pay from its own resources regardless of the coverage status due to cancellation, reservation of rights, or other reason. If Contractor seeks County's agreement for an increased deductible, Contractor shall provide County with documentation to support County's assessment of whether the increase is warranted. The County prefers that the Contractor obtain an "occurrence form" policy; if, however, the policy is a "claims made" policy, then Contractor shall purchase extended reporting period coverage (tail coverage) for three (3) years after the end of the term.

Pollution and Asbestos Liability: If hazardous material is encountered during any construction, the Project Manager must be notified immediately, and if any work is done to remove it, any Contractor performing work shall obtain and keep in effect during the term of the contract, Pollution Liability Insurance, including Asbestos Liability covering bodily injury, property damage, environmental damage, including any related clean-up costs. Combined single limit should be a minimum of \$1,000,000.00 per occurrence.

Additional Insured: Policy shall name Clark County, its elected and appointed officers, agents, officials, employees and volunteers as additional insureds with no restrictions or limitations concerning products and completed operations.

Umbrella Liability Coverage: Contractor shall obtain Umbrella Coverage in the amount of \$1,000,000 that will apply over all liability policies without exception, including Commercial General Liability and Automobile Liability.

Additional Insured: Policy shall name Clark County, its elected and appointed officers, agents, officials, employees and volunteers as additional insureds with no restrictions or limitations concerning products and completed operations.

19. Waiver. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by the parties hereto or by their authorized representatives.

20. 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 or as set forth in **Exhibit A**.

21. Ownership of Items Produced. All writings, documents, programs, records or other materials prepared by the Contractor and/or its subcontractors, in connection with the performance of this Contract shall be the sole and absolute property of the County.

22. Notice: All notices, request, demands, consent, approval or other communication required or relating to this Contract shall be in writing and will be deemed to have been given when personally delivered, by email with a receipt request confirmed, sent by facsimile with receipt acknowledged, or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at the address listed below. Any Party to this Contract may add additional addresses or change its address for purpose of receipt of any such communication by giving written notice of such change to the other party in the manner prescribed in this section. Unless otherwise directed in writing, notices shall be made to the following address:

Clark County
Department ?
PO Box 5000
Vancouver, WA 98666-5000

Email: xx

<Contractor Name>

<Contractor Address>

<City, State, Zip Code>

Email: xx

23. Entire Agreement: This Contact contains a complete and integrated understanding of the agreement between the parties as to the subject matter hereof, and supersedes any prior understanding, contracts, or negotiations, whether oral or written, unless set forth herein or in written amendments hereto duly executed by both parties.

24. Severability: If any provision of this Contact is found to be contrary to law or public policy or is declared null and void by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and shall be construed so as to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, County and the Contractor have executed this Contract on the date first above written.

Signatory blocks, use the signatories that apply based on the size of the contract and funding sources and your department.

County Manager signature block

CLARK COUNTY

By: _____

Name: Kathleen Otto

Title: County Manager

Date Signed: _____

(COMPANY – INC, LLC, CORP, ETC)

By: _____

Name: _____

Title: _____

Date Signed: _____

Approved only as to form:
ANTHONY F. GOLIK
Clark County Prosecuting Attorney

Prosecuting Attorney Name
Prosecuting Attorney Title

SAMPLE

County Council signature block IF NEEDED

COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

Attest:

Clerk to the Council

By: _____
, Chair

Approved only as to form:
ANTHONY F. GOLIK
Clark County Prosecuting Attorney

By: _____
, Councilor

By _____
Deputy Civil Prosecutor

By: _____
, Councilor

By: _____
, Councilor

By: _____
, Councilor



ATTACHMENT 2 Camp Bonneville Gates



Legend

-  Taxlots
- All Roads
 -  Interstate or State Route
 -  Arterial
 -  Collector
 -  Private or Other

Notes:

Locked gates at red dots.

3,009.3 0 1,504.67 3,009.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

1: 18,056



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